SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 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): June 7, 2003

PILGRIM'S PRIDE CORPORATION
(Exact name of registrant as specified in its charter)

DELAWARE	1-9273	5-1285071
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

110 SOUTH TEXAS STREET PITTSBURG, TEXAS	75686-0093
(Address of principal executive offices)	(ZIP Code)

Registrant's telephone number, including area code: (903) 855-1000

ITEM 5. OTHER EVENTS

Pilgrim's Pride Corporation signed an agreement on June 7, 2003 to purchase the chicken division of ConAgra Foods, Inc. for a combination of cash, stock and debt valued at approximately $590 million. Under the terms of the agreement, ConAgra will receive $100 million in cash, approximately $235 million of Pilgrim's Pride's Class A common stock (based on a closing stock price for the Class A common stock of $6 on June 6, 2003), with the balance payable by a subordinated note bearing a coupon rate of 10.5% and due in March 2011.

The actual number of shares of Class A common stock issued by Pilgrim's Pride to ConAgra as part of the payment for the business will be the lesser of 39.4 million or the number of shares determined by taking 45% of the estimated purchase price, divided by the greater of (i) the volume weighted average trading price for the period June 10, 2003 through five trading days prior to the closing, or (ii) $5.35. Pilgrim's Pride is not required to issue more than 39.4 million shares of its Class A common stock in total. The remaining balance of the purchase price will be paid with the subordinated note. Because the number of shares actually issued by Pilgrim's Pride to ConAgra could fluctuate, the components of the purchase price represented by Pilgrim's Pride debt and equity may differ from the amounts cited above.

If the average closing price for the shares of Class A common stock is less than $5.35 for the period measured prior to closing, Pilgrim's Pride has the option to provide additional cash, notes and/or stock to make up the difference between $5.35 and the volume weighted average share price for the period measured. If Pilgrim's Pride does not provide additional cash, notes and/or stock to make up that difference, ConAgra Foods has the right to terminate the agreement.

After the transaction, ConAgra's fresh chicken requirements will be supplied at market terms by Pilgrim's Pride for use in ConAgra's branded products. The closing of the transaction is subject to closing conditions and shareholders representing a majority of Pilgrim's Pride's current shareholder votes have agreed to vote in favor of the issuance of the shares of Class A common stock in the transaction. The press release announcing the transaction together with the definitive purchase agreement are attached as exhibits and incorporated herein by reference. The foregoing summary and the press release are not complete and are qualified in their entirety by reference to the definitive purchase agreement attached hereto.

ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits.

EXHIBIT NUMBER	DESCRIPTION
99.1	Press Release dated June 9, 2003
99.2	Stock Purchase Agreement dated June 7, 2003 by and between Pilgrim's Pride Corporation and ConAgra Foods, Inc.
99.3	Exhibit 1.1(a) to the Stock Purchase Agreement - Applicable Accounting Principles
99.4	Exhibit 1.1(b) to the Stock Purchase Agreement - Business Facilities
99.5	Exhibit 1.1(c) to the Stock Purchase Agreement - ConAgra Supply Agreement
99.6	Exhibit 1.1(d) to the Stock Purchase Agreement - Environmental License Agreement
99.7	Exhibit 1.1(f) to the Stock Purchase Agreement - Molinos Supply Agreement
99.8	Exhibit 1.1(g) to the Stock Purchase Agreement - Montgomery Supply Agreement
99.9	Exhibit 1.1(i) to the Stock Purchase Agreement - Registration Rights Agreements
99.10	Exhibit 1.1(k) to the Stock Purchase Agreement - Subordinated Promissory Note
99.11	Exhibit 1.1(m) to the Stock Purchase Agreement - Transition Trademark License Agreement
99.12	Exhibit 1.1(n) to the Stock Purchase Agreement - Voting Agreement
99.13	Exhibit 9.2.1 to the Stock Purchase Agreement - Amendment to Buyer's Certificate of Incorporation

99.14 Exhibit 9.4.3 to the Stock Purchase Agreement - Retained Assets

SIGNATURES

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

PILGRIM'S PRIDE CORPORATION

Date: June 9, 2003

By: /s/ Richard A. Cogdill

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

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EXHIBIT 99.1

(PILGRIM'S PRIDE LOGO)

FOR IMMEDIATE RELEASE

PILGRIM'S PRIDE TO ACQUIRE CONAGRA'S CHICKEN DIVISION
IN TRANSACTION VALUED AT APPROXIMATELY $590 MILLION

PILGRIM'S PRIDE, A LEADING SUPPLIER OF PREPARED CHICKEN PRODUCTS,
WILL BECOME NATION'S SECOND-LARGEST CHICKEN PRODUCER

Pittsburg, TX, June 9, 2003 - Pilgrim's Pride Corporation (NYSE: CHX, CHX.a), the third-largest chicken producer in the U.S., today announced that its board of directors has unanimously approved a definitive share purchase agreement with ConAgra Foods, Inc. (NYSE:CAG; "ConAgra"), the country's fourth-largest chicken producer, to acquire ConAgra's chicken division for a combination of cash, stock and debt valued at approximately $590 million.

Under the terms of the agreement, ConAgra will receive $100 million in cash, approximately $235 million of Pilgrim's Pride Class A common stock (based on Pilgrim's Pride closing stock price of $6.00 on June 6, 2003), with the balance of approximately $255 million payable by a subordinated note bearing a coupon rate of 10.5 percent and due in 2011. Pilgrim's Pride anticipates that the transaction, which is subject to customary closing conditions, will be completed in the third calendar quarter of 2003.

As a result of the combination, Pilgrim's Pride, a leading supplier of prepared foods chicken products in the industry, will become the nation's second-largest chicken company with pro forma annual net sales of approximately $5 billion. The addition of ConAgra's well-known brands, including Pierce(R), Country Pride(R), Easy-Entree(R) and To-Ricos(R), will significantly expand Pilgrim's Pride's already sizeable prepared foods chicken division, which has annual net sales of approximately $890 million and which has grown at an average annual compound growth rate of nearly 15 percent over the last five years. On a pro forma basis, the value-added component of Pilgrim's Pride U.S. chicken business sales will be approximately 50 percent. In connection with the transaction, Pilgrim's Pride will become a preferred supplier of chicken products to ConAgra, making it one of Pilgrim's Pride's largest customers.

O.B. Goolsby, president and chief operating officer of Pilgrim's Pride, said, "This is a very exciting day for Pilgrim's Pride. Our acquisition of ConAgra's chicken division represents a major step forward in our strategy to continue adding value to all of our products and services. The addition of ConAgra's specialty prepared chicken products, well-established distributor relationships, strong consumer brands and Southeastern processing facilities will enable us to provide customers at every point on the distribution chain with the broadest range of quality value-added products and services available in the market today. This combination will also extend our presence as a leading provider of fresh chicken into the Southeastern region of the U.S. and Puerto Rico.

-more-

Mr. Goolsby continued, "Going forward, we are confident that our higher-margin product mix and expanded geographical reach will better position us to capitalize on the growing demand for prepared and fresh case-ready chicken both in the U.S. and abroad. Our increased size and scale will also give us the ability to compete more effectively in a consolidating marketplace and further enhance the technological leadership and cost-efficiency for which we are known."

ConAgra's chicken business is highly complementary to Pilgrim's Pride for a number of reasons, including the fact that there is very little overlap between their market focus, distributor relationships and geographic locations. As a result, Pilgrim's Pride expects to realize several important strategic benefits from the merger, including:

- EXPANDED AND ENHANCED PREPARED FOODS PRODUCT MIX - ConAgra's highly customized cooked chicken products, including breaded cutlets, sizzle strips and Wing-Dings(R), for restaurants and specialty foodservice customers, complement Pilgrim's Pride's existing lines of pre-cooked breast fillets, tenderloins, burgers, nuggets, salads and other prepared products for institutional foodservice, fast-food and retail customers.

- IMPROVED DISTRIBUTION CAPABILITIES - ConAgra's established relationships with broad-line national distributors, combined with Pilgrim's Pride's direct distribution channels to retail, restaurant and foodservice customers throughout the U.S., will expand Pilgrim's Pride's customer base and enable the company to provide all of its customers with access to a broader range of standard and specialty chicken products from a single source. Pilgrim's Pride will also have the ability to better meet the needs of the consolidating supermarket industry.

- BROADER GEOGRAPHIC REACH FOR FRESH CHICKEN PRODUCTS - The addition of ConAgra's chicken processing facilities and distribution centers in the Southeastern region of the U.S. complement Pilgrim's Pride's operations in the Southwest and Mid-Atlantic regions and will allow Pilgrim's Pride to provide fresh chicken products to supermarkets and other retail customers throughout the United States. As the largest distributor of chicken products in Puerto Rico, ConAgra will also provide Pilgrim's Pride with a solid foothold in a profitable market.

- SUBSTANTIAL COST SAVINGS - Pilgrim's Pride expects to realize cost savings in excess of $50 million through the optimization of production and distribution facilities and the implementation of best practices between Pilgrim's Pride's and ConAgra's businesses, including purchasing, production and logistics.

- ENHANCED OPERATIONAL AND CUSTOMER SERVICE CAPABILITIES - With the addition of ConAgra's case-ready processing plant in Gainesville, Georgia, scheduled to convert to fixed-weight capabilities this summer, Pilgrim's Pride will add to its capabilities to cut and process case-ready, fixed-weight chicken for major national retail customers. Additionally, both companies share a strong commitment to providing their customers with high-quality products that meet or exceed the industry's strictest safety standards.

- STRONGER PLATFORM FOR GROWTH - Pilgrim's Pride believes it will benefit from its increased sales in the fast-growing, higher-margin prepared chicken products segment. The acquisition of ConAgra's chicken division was structured to maintain Pilgrim's Pride's current debt-to-capitalization ratio and will reduce the company's senior debt-to-capitalization ratio to approximately 40 percent from 55 percent. The transaction is also expected to be accretive to Pilgrim's Pride's earnings per share in the second full year after closing the transaction.

Pilgrim's Pride does not anticipate any significant workforce reductions as a result of the acquisition. All of ConAgra's collective bargaining agreements with its union employees will be honored.

Pilgrim's Pride is in the process of establishing a transition team, with representatives from both businesses, to ensure a smooth and successful integration. The resulting combined management team will represent some of our industry's most extensive expertise in managing broadly dispersed operations.

In financing the acquisition, Pilgrim's Pride's objective is to issue new Class A common shares equal to 45% of the total consideration to be paid to ConAgra. The exact number of shares to be issued at the close of the transaction will be determined by dividing the amount of equity consideration by the average price of Pilgrim's Pride Class A common stock from tomorrow through five days prior to closing, but will not exceed 39.4 million shares. Because the number of shares actually issued by Pilgrim's Pride to ConAgra Foods could fluctuate, the components of the purchase price represented by Pilgrim's Pride debt and equity may differ from the amounts cited in today's release.

Following completion of the transaction, it is expected that the Pilgrim family will beneficially own at least approximately 31 percent of Pilgrim's Pride's outstanding common shares and ConAgra will own no more than approximately 49 percent. However, the Pilgrim family will continue to own shares representing a majority of the voting rights in the company and ConAgra will own shares representing no more than approximately seven percent of the voting rights. The $100 million cash component of the consideration will be financed by Pilgrim's Pride with additional lines provided by existing term lenders, leaving its current facilities available for general business purposes.

Within 12 months following the close, Pilgrim's Pride has agreed to register ConAgra's Class A shares and the subordinated debt. ConAgra may not sell its shares within the first 12-months without Pilgrim's Pride's approval and thereafter may not sell more than one-third of its original holdings in any 12-month period.

The transaction is conditioned upon the expiration of the Hart-Scott-Rodino waiting period, Pilgrim's Pride stockholder approval and other customary conditions. Additionally, Pilgrim's Pride will not be required to complete the purchase in the event that its average stock price over the measurement period falls below $5.35 per share. Certain stockholders who own a majority of Pilgrim's Pride voting rights have entered into an agreement with ConAgra to vote in favor of the transaction's required equity issuance when the matter is brought before the entire Pilgrim's Pride stockholder group for a formal vote.

Credit Suisse First Boston LLC served as financial advisor and Baker & McKenzie served as legal counsel to Pilgrim's Pride.

Pilgrim's Pride will hold an analyst / investor call to discuss this transaction today at 9:00 am CDT (10:00 am EDT). A live Internet audio broadcast of the call may be accessed at http://www.firstcallevents.com/service/ajwz383076145gf12.html or at www.pilgrimspride.com by clicking on the indicated link on the home page. The webcast will be available for replay within two hours of the conclusion of the call. A telephone replay will be available beginning at 1:00 p.m. CDT on June 9 through June 16 at 800-876-6305.

ABOUT PILGRIM'S PRIDE

Pilgrim's Pride Corporation (NYSE: CHX, CHX.a) is the second-largest poultry producer in the United States - the third-largest in chicken and fifth-largest in turkey - and the second largest chicken company in Mexico. Pilgrim's Pride employs more than 24,500 persons and operates processing and further processing plants, distribution centers, hatcheries and feed mills in Texas, Arkansas, Arizona, North Carolina, Pennsylvania, Virginia and West Virginia and Mexico.

Pilgrim's Pride products are sold to foodservice, retail and frozen entree customers. The Company's primary distribution is through retailers and restaurants throughout the United States and in the Northern and Central regions of Mexico and to the foodservice industry nationwide in both countries. For more information, please visit www.pilgrimspride.com.

ABOUT CONAGRA FOODS CHICKEN BUSINESS
ConAgra's chicken business has major operations in Arkansas, Louisiana, West Virginia, Tennessee, Alabama, Georgia, Kentucky, and Puerto Rico, with other facilities in California, Iowa, Mississippi, North Carolina, Tennessee, Texas, Utah and Wisconsin.

FORWARD-LOOKING STATEMENTS

Statements contained in this press release that state the intentions, hopes, beliefs, anticipations, expectations or predictions of the future of Pilgrim's Pride Corporation and its management are forward-looking statements. It is important to note that the actual results could differ materially from those projected in such forward-looking statements. For example, factors that could cause actual results to differ materially from those projected in such forward-looking statements include: matters affecting the poultry industry generally, including fluctuations in the commodity prices of feed ingredients, chicken and turkey; disease outbreaks affecting the production performance and/or marketability of the Company's poultry products; contamination of our products, which has recently and can in the future lead to product liability claims and product recalls; exposure to risks related to product liability, product recalls, property damage and injuries to persons, for which insurance coverage is expensive, limited and potentially inadequate; management of our cash resources, particularly in light of our substantial leverage; restrictions imposed by, and as a result of, our substantial leverage; currency exchange rate fluctuations, trade barriers, exchange controls, expropriation and other risks associated with foreign operations; changes in laws or regulations affecting our operations, as well as competitive factors and pricing pressures; inability to effectively integrate ConAgra's chicken business or realize the associated cost savings and operating synergies currently anticipated; and the impact of uncertainties of litigation as well as other risks described under "Risk Factors" in our Annual Report on Form 10-K and subsequent filings with the Securities and Exchange Commission.

IMPORTANT LEGAL INFORMATION

Investors and security holders are urged to read the proxy statement regarding the proposed transaction when it becomes available because it will contain important information. The proxy statement will be filed with the U.S. Securities and Exchange Commission by Pilgrim's Pride Corporation and security holders may obtain a free copy of the proxy statement when it becomes available, and other documents filed with the SEC by Pilgrim's Pride Corporation, at the SEC's web site at www.sec.gov. The proxy statement, and other related documents filed with the SEC by Pilgrim's Pride Corporation, may also be obtained for free by directing a request to Pilgrim's Pride Corporation at 110 South Texas, Pittsburg, Texas, 75686. Investors may obtain a detailed list of names, affiliations and interests of participants in the solicitation of proxies of Pilgrim's Pride Corporation stockholders to approve the transaction at the following address: 110 South Texas, Pittsburg, Texas, 75686.

CONTACTS:

Rick Cogdill
Executive Vice President and Chief Financial Officer
Pilgrim's Pride
(540)-896-0406

Joele Frank, Wilkinson Brimmer Katcher
Eden Abrahams / Susan Stillings
(212) 355-4449

EXHIBIT 99.2

STOCK PURCHASE AGREEMENT

BY AND BETWEEN

PILGRIM'S PRIDE CORPORATION

AND

CONAGRA FOODS, INC.

DATED AS OF JUNE 7, 2003

STOCK PURCHASE AGREEMENT

AGREEMENT, dated as of June 7, 2003, by and between Pilgrim's Pride Corporation, a Delaware corporation ("Buyer"), and ConAgra Foods, Inc., a Delaware corporation ("Seller").

RECITALS:

(a) Seller is the owner of all of the issued and outstanding capital stock of ConAgra Poultry Company ("CPC"), To-Ricos, Inc. ("To-Ricos"), Lovette Company, Inc. ("Lovette") and Hester Industries, Inc. ("Hester").

(b) Seller desires to sell all of the issued and outstanding shares of capital stock of CPC (the "CPC Stock"), To-Ricos (the "To-Ricos Stock"), Lovette (the "Lovette Stock") and Hester (the "Hester Stock" and, together with the CPC Stock, To-Ricos Stock and Lovette Stock, the "Stock") to Buyer, and Buyer desires to purchase the Stock from Seller, for the consideration and upon the terms and conditions contained in this Agreement.

AGREEMENT:

In consideration of the foregoing recitals and in further consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree, subject to the terms and conditions hereinafter set forth, as follows:

1. DEFINITIONS.

1.1 CERTAIN DEFINED TERMS. As used in this Agreement, the following terms shall have the following respective meanings:

"Acquired Companies" means CPC, To-Ricos, Lovette, Hester and the Company Subsidiary, and "Acquired Company" means any of them.

"Action" shall mean any claim, action, litigation, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

"Affiliate" shall mean, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such specified Person.

"Agreement" shall mean this Agreement.

"Ancillary Agreements" shall mean, collectively, the Registration Rights Agreements, the Transition Services Agreement, the Transition Trademark License Agreement, the ConAgra Supply Agreement, the Molinos Supply Agreement, the Montgomery Supply Agreement, the Environmental License Agreement, the Buyer Release, the Seller Release and any other agreement, certificate or instrument executed and delivered at Closing pursuant to this Agreement.

"Applicable Accounting Principles" shall mean GAAP, consistently applied, in effect on the date hereof, subject, however, to the principles and procedures set forth on Exhibit 1.1(a).

"Business" shall mean all of the chicken business (including grow-out, slaughter, processing, further processing, rendering, sales and distribution, both at retail and foodservice, and related assets and employees), including the "Pierce" and "PFS" businesses, conducted by the Acquired Companies as of the date hereof at and from the facilities described on Exhibit 1.1(b), excluding, however, the Retained Businesses. Without limitation, "Business" shall include the

businesses and operations managed by Seller's management team based out of Duluth, Georgia, including the "Pierce" and "PFS" businesses.

"Buyer Closing Material Adverse Effect" shall mean any result, occurrence, fact, change or event arising between March 29, 2003 and the Closing Date (whether or not such result, occurrence, fact, change or event has manifested itself in the historical financial statements of Buyer, and whether known or unknown as of the date of this Agreement), that has had, or can reasonably be expected to have, a material adverse impact on the business, operations, financial condition, results of operations or capitalization, in each case, of Buyer, taken as a whole, provided that any such result, occurrence, fact, change or event has had, or can reasonably be expected to have, individually or in the aggregate, a negative impact on Buyer in excess of $25,000,000, net of any tax benefits, recoveries and/or receivables relating thereto; provided, however, that the following shall not be taken into account in determining whether there has been a "Buyer Closing Material Adverse Effect":

(1) any such effects attributable to general conditions affecting the Mexican economy or the United States economy nationally or regionally (including, without limitation, prevailing interest rate and securities market levels);

(2) any such effects attributable to conditions (whether economic, legal, regulatory, financial, political or otherwise) affecting the poultry industry generally which do not effect Buyer materially

disproportionally relative to other similarly situated participants in the poultry industry;

(3) any such effects relating to or resulting from, directly or indirectly, the transactions contemplated by this Agreement or the announcement or pendency thereof;

(4) fees and expenses, severance and other benefit or compensation costs paid or to be paid by Buyer or Seller pursuant to this Agreement in connection with the transactions contemplated in this Agreement;

(5) any action taken by, or any action of, Buyer with the prior written consent of Seller; and

(6) any failure by Buyer to meet any internal projections, expectations or forecasts or published revenue or earnings predictions for any period ending on or after the date of this Agreement as a result of any one or more of the events described in items (1)-(5) above.

"Buyer Material Adverse Effect" shall mean any result, occurrence, fact, change or event (whether or not such result, occurrence, fact, change or event has manifested itself in the historical financial statements of Buyer, and whether known or unknown as of the date of this Agreement or the Closing Date), that has had, or can reasonably be expected to have, a material adverse impact on (a) the business, operations, financial condition, results of operations or capitalization, in each case, of Buyer, taken as a whole, or (b) the ability of Seller or Buyer to consummate the transactions contemplated by this Agreement; provided,

however, that the following shall not be taken into account in determining whether there has been a "Buyer Material Adverse Effect":

(1) any such effects attributable to general conditions affecting the Mexican economy or the United States economy nationally or regionally (including, without limitation, prevailing interest rate and securities market levels);

(2) any such effects attributable to conditions (whether economic, legal, regulatory, financial, political or otherwise) affecting the poultry industry generally which do not effect Buyer materially disproportionally relative to other similarly situated participants in the poultry industry;

(3) any such effects relating to or resulting from, directly or indirectly, the transactions contemplated by this Agreement or the announcement or pendency thereof;

(4) fees and expenses, severance and other benefit or compensation costs paid or to be paid by Buyer or Seller pursuant to this Agreement in connection with the transactions contemplated in this Agreement;

(5) any action taken by, or any action of, Buyer with the prior written consent of Seller; and

(6) any failure by Buyer to meet any internal projections, expectations or forecasts or published revenue or earnings predictions for

any period ending on or after the date of this Agreement as a result of any one or more of the events described in items (1)-(5) above.

"Buyer Retention Obligations" shall mean the obligations to pay (or reimburse Seller for Seller's payment of) the restricted stock benefits, stock option ($24) benefits and 24 month severance benefits payable pursuant to the Retention Agreements listed in Exhibit 1.1(j)(y), or any substitute or replacement agreements agreed to by Buyer and Seller, plus payroll taxes with respect to the payment of such amounts. Such amounts are summarized in Exhibit 1.1(j)(x) and total $722,400, $1,079,153, and $4,491,738, respectively.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Company Closing Material Adverse Effect" shall mean any result, occurrence, fact, change or event arising between April 20, 2003 and the Closing Date (whether or not such result, occurrence, fact, change or event has manifested itself in the historical financial statements of the Business, and whether known or unknown as of the date of this Agreement), that has had, or can reasonably be expected to have, a material adverse impact on the business, operations, financial condition, results of operations or capitalization, in each case, of the Business, taken as a whole, provided that any such result, occurrence, fact, change or event has had, or can reasonably be expected to have, individually or in the aggregate, a negative impact on the Business in excess of $25,000,000, net of any tax benefits, recoveries and/or receivables relating thereto; provided, however, that the following shall not be taken into account in determining whether there has been a "Company Closing Material Adverse Effect":

(1) any such effects attributable to general conditions affecting the Puerto Rican economy or the United States economy nationally or regionally (including, without limitation, prevailing interest rate and securities market levels);

(2) any such effects attributable to conditions (whether economic, legal, regulatory, financial, political or otherwise) affecting the poultry industry generally which do not effect the Business materially disproportionally relative to other similarly situated participants in the poultry industry;

(3) any such effects relating to or resulting from, directly or indirectly, the transactions contemplated by this Agreement or the announcement or pendency thereof;

(4) fees and expenses, severance and other benefit or compensation costs paid or to be paid by Buyer or Seller pursuant to this Agreement in connection with the transactions contemplated in this Agreement;

(5) any action taken by, or any action of, Seller with the prior written consent of Buyer; and

(6) any failure by the Business to meet any internal projections, expectations or forecasts or published revenue or earnings predictions for any period ending on or after the date of this Agreement as a result of any one or more of the events described in items (1)-(5) above.

"Company Material Adverse Effect" shall mean any result, occurrence, fact, change or event (whether or not such result, occurrence, fact, change or event has manifested itself in the historical financial statements of the Business, and whether known or unknown as of the date of this Agreement or the Closing Date), that has had, or can reasonably be expected to have, a material adverse impact on (a) the business, operations, financial condition, results of operations or capitalization, in each case, of the Business, taken as a whole, or (b) the ability of Seller or Buyer to consummate the transactions contemplated by this Agreement; provided, however, that the following shall not be taken into account in determining whether there has been a "Company Material Adverse Effect":

(1) any such effects attributable to general conditions affecting the Puerto Rican economy or the United States economy nationally or regionally (including, without limitation, prevailing interest rate and securities market levels);

(2) any such effects attributable to conditions (whether economic, legal, regulatory, financial, political or otherwise) affecting the poultry industry generally which do not effect the Business materially disproportionally relative to other similarly situated participants in the poultry industry;

(3) any such effects relating to or resulting from, directly or indirectly, the transactions contemplated by this Agreement or the announcement or pendency thereof;

(4) fees and expenses, severance and other benefit or compensation costs paid or to be paid by Buyer or Seller pursuant to this Agreement in connection with the transactions contemplated in this Agreement;

(5) any action taken by, or any action of, Seller with the prior written consent of Buyer; and

(6) any failure by the Business to meet any internal projections, expectations or forecasts or published revenue or earnings predictions for any period ending on or after the date of this Agreement as a result of any one or more of the events described in items (1)-(5) above.

"Company Subsidiary" shall mean ConAgra Poultry Company of Kentucky, Inc., a Kentucky corporation.

"ConAgra Supply Agreement" shall mean that certain agreement between Buyer and Seller in the form attached hereto as Exhibit 1.1(c).

"Confidentiality Agreement" shall mean the Confidentiality Agreements between Buyer and Seller, each dated March 7, 2003.

"Control" (including the terms "Controlled by" and "under common Control with"), with respect to the relationship between or among two or more Persons, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, by contract or otherwise, including, without limitation, the ownership, directly or indirectly, of securities having the power to

elect a majority of the board of directors or similar body governing the affairs of such Person.

"Deloitte" shall mean Deloitte & Touche LLP.

"Discount Amount" shall mean $100,000,000 less the sum of (i) the Seller Retention Obligations, (ii) the lesser of the cost of the audit referred to in Section 9.15 and $600,000 and (iii) any out-of-pocket costs and expenses incurred by Seller in providing environmental reports, title searches, insurance (or commitments therefor) or real estate surveys requested by Buyer in a writing confirming that any such costs and expenses will reduce the Discount Amount.

"DOJ" shall mean the United States Department of Justice.

"DOL" shall mean the United States Department of Labor.

"Encumbrances" shall mean any mortgage, lien, pledge, hypothecation, security interest, encumbrance, covenant, title defect, easement, title retention agreement, voting trust agreement or right-of-first refusal.

"Environmental License Agreement" shall mean that certain agreement between Buyer and Seller in the form attached hereto as Exhibit 1.1(d).

"Environmental Site Assessments" shall mean the reports, surveys and site assessments listed on Exhibit 1.1(e) attached hereto.

"Estimated Purchase Price" shall mean estimated Adjusted Net Book Value, as derived from the Estimated Closing Balance Sheet.

"Equity Securities" shall mean any capital stock or other equity interest or any securities convertible into or exchangeable for capital stock or other equity interest or any other rights, warrants or options to acquire any of the foregoing securities.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"FTC" shall mean the United States Federal Trade Commission.

"GAAP" shall mean United States generally accepted accounting principles.

"Governmental Authority" shall mean any federal, state, local or foreign government, any governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

"HSR Act" shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Indemnified Party" shall mean a party entitled to indemnification hereunder.

"Indemnifying Party" shall mean a party obligated to provide indemnification hereunder.

"IRS" shall mean the United States Internal Revenue Service.

"Law" shall mean any currently existing federal, state, local or foreign statute, law, ordinance, regulation, rule, executive order, code, governmental restriction or other requirement of law or any judicial or administrative interpretation thereof.

"Liabilities" shall mean any and all debts, liabilities and obligations, whether known or unknown or contingent or liquidated.

"Molinos Supply Agreement" shall mean that certain agreement between Buyer and Seller in the form attached hereto as Exhibit 1.1(f).

"Montgomery Supply Agreement" shall mean that certain agreement between Buyer and Seller in the form attached hereto as Exhibit 1.1(g).

"Net Book Value" shall mean the combined, consolidated stockholders' equity of the Acquired Companies as of the Effective Time and calculated in accordance with Applicable Accounting Principles.

"Permitted Encumbrances" shall mean the Encumbrances listed on Exhibit 1.1(h) hereto.

"Person" shall mean any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization, other entity or Governmental Authority.

"Pre-Closing Period" means all taxable periods ending on or before the Closing Date, including that portion of any Straddle Period ending on the Closing Date.

"Registration Rights Agreements" shall mean the Registration Rights and Transfer Restriction Agreement and the 10.50% Subordinated Notes due March 4, 2011 Registration Rights Agreement, both as attached hereto as Exhibit 1.1(i).

"Retained Assets" shall mean the assets of Seller, CPC or their Affiliates listed on Exhibit 9.4.3.

"Retained Businesses" shall mean all businesses and operations of Seller and its Affiliates other than those relating to the Business, including, without limitation, business and operations relating to the Butterball, Banquet and Country Skillet businesses and operations and the Retained Assets.

"SEC" shall mean the United States Securities and Exchange Commission.

"Seller Retention Obligations" shall mean (i) $7,074,202, comprised of (x) the Transaction Bonuses, and (y) the $2,500,000 payment pursuant to the agreement attached as Exhibit 1.1(j)(z), plus (ii) the amount of payroll taxes payable by Seller with respect to the payment of such amounts.

"Straddle Period" means any taxable year or period beginning on or before the Closing Date and ending after the Closing Date.

"Subordinated Promissory Note" shall mean a Subordinated Promissory Note to be delivered by Buyer to Seller pursuant to a customary indenture having covenants substantially as described on Exhibit 1.1(k).

"Subsidiary" shall mean, with respect to any Person, another Person owned directly or indirectly by such Person by reason of such Person owning or controlling an amount of the voting securities, other voting ownership or voting partnership interests of another Person which is sufficient to elect at least a majority of its Board of Directors or other governing body of another Person or, if there are no such voting interests, at least a majority of the equity interests of another Person.

"Tax" or "Taxes" means all federal, state, local, foreign and other taxes, charges, fees, duties (including customs duties), levies or assessments, including income, gross receipts, net proceeds, alternative or add-on minimum, ad valorem, turnover, real and personal property (tangible and intangible), gains, sales, use, franchise, excise, value added, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational, windfall profits, severance, license, payroll, environmental,

capital stock, employee's income withholding, other withholding, unemployment and social security taxes, that are imposed by any Governmental Authority, and including any interest, penalties or additions to tax attributable thereto.

"Tax Return" means any report, return or other information required to be supplied to a Governmental Authority in connection with any Taxes and all claims for refunds of Taxes.

"Transaction Bonuses" shall mean the transaction bonuses identified on Exhibit 1.1(j)(x), which total $4,574,202 in the aggregate, and are paid pursuant to the Retention Agreements listed in Exhibit 1.1(j)(y), or any substitute or replacement agreements agreed to by Seller and Buyer.

"Transfer Taxes" means any Taxes (other than Taxes imposed on net income or gains) imposed on the sale of the Stock or as a result of the joint election under Section 338(h)(10) for the Acquired Companies pursuant to or in connection with the transactions contemplated in this Agreement.

"Transition Services Agreement" shall mean that certain agreement between Buyer and Seller in the form attached hereto as Exhibit 1.1(l); provided that at any time prior to the 30th day prior to Closing, Buyer may specify that it does not want some of the transition services to be provided to it under such agreement and Seller may specify that it does not want some of the transition services to be provided to it under such agreement, in which case appropriate adjustments shall be made to such agreement to remove from the agreement the provision of the specified transition services and the cost identified therewith.

"Transition Trademark License Agreement" shall mean that certain agreement between Buyer and Seller in the form attached hereto as Exhibit 1.1(m).

"United States" shall mean the United States of America.

"Voting Agreement" shall mean that certain agreement between Seller and certain stockholders of Buyer in the form attached hereto as Exhibit 1.1(n) hereto.

1.2 OTHER DEFINED TERMS. The following terms shall have the meanings given to such terms in the Sections indicated below.

2. PURCHASE AND SALE OF STOCK. Subject to the terms and conditions set forth in this Agreement, at Closing, Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase, accept and acquire from Seller, all of the outstanding shares of the Stock.

3. CONSIDERATION.

3.1 PURCHASE PRICE. The purchase price payable by Buyer for the Stock (the "Purchase Price") shall be an amount equal to Final Adjusted Net Book Value, as set forth in the Final Adjusted Net Book Value Calculation.

3.2 ESTIMATED CLOSING BALANCE SHEET. On the fourth (4th) business day prior to the Closing Date, Seller shall prepare and deliver an estimated combined consolidated balance sheet for the Business (the "Estimated Closing Balance Sheet"), along with an estimate of the calculation of Adjusted Net Book Value, which shall be prepared pursuant to the provisions of Section 5.1(a) using the amounts reflected on the Estimated Closing Balance Sheet, both of which shall be estimated as of the Closing Date. Seller shall prepare the Estimated Closing Balance Sheet in good faith and in accordance with Applicable Accounting Principles. Buyer and its representatives shall have the right to consult with Seller in connection with the preparation of the Estimated Closing Balance Sheet but shall not have the right to approve the Estimated Closing Balance Sheet.

3.3 PAYMENT OF THE PURCHASE PRICE. The Purchase Price shall be paid as follows:

3.3.1 CASH PAYMENT. $100,000,000 shall be paid by Buyer to Seller in cash at Closing (the "Cash Payment").

3.3.2 BUYER'S SHARES. A portion of the Purchase Price (the "Share Amount") shall be paid by Buyer issuing and delivering to Seller at Closing shares of Buyer's Class A common stock (the "Shares"). The number of Shares to be issued to Seller at Closing shall be equal to the lesser of 39,400,000 or the number of Shares determined by dividing (i) forty-five percent (45%) of the Estimated Purchase Price by (ii) the greater of (1) the volume weighted average trading price of

Buyer's Class A common stock on the New York Stock Exchange, as reported by Bloomberg, L.P., during the period from the first trading day following the date the parties publicly announce their signing of this Agreement through the date that is five (5) trading days prior to the Closing Date (the "Average Price") and (2) $5.35. The value of such Shares for purposes of determining the amount of the Subordinated Promissory Note shall be equal to such number of Shares multiplied by the greater of the Average Price and $5.35.

3.3.3 SUBORDINATED PROMISSORY NOTE. The balance of the Purchase Price shall be paid by Buyer executing and delivering to Seller the Subordinated Promissory Note in the principal amount of such balance. The principal balance of the Subordinated Promissory Note delivered at Closing shall be based upon the Estimated Purchase Price, and shall subsequently be adjusted to reflect the final Purchase Price in accordance with Section 5.2.

3.3.4 SHARE PRICE ADJUSTMENT. Notwithstanding anything to the contrary in this Agreement, in the event the Average Price is less than $5.35, then, at Buyer's option, by written notice to Seller delivered not more than three (3) business days prior to the Closing Date specifying which option Buyer elects, one of the following shall apply: (i) Buyer shall issue to Seller that number of additional Shares equal to (x) the amount by which $5.35 exceeds the Average Price, multiplied by the number of Shares determined in accordance with Section 3.3.2

(the "Share Price Adjustment") divided by (y) the Average Price; (ii) Buyer shall issue to Seller additional subordinated debt on the same terms as the Subordinated Promissory Note, the principal amount of which shall equal the Share Price Adjustment; (iii) Buyer shall deliver to Seller an additional amount in cash equal to the Share Price Adjustment; (iv) Buyer shall deliver to Seller a combination of the forms of additional consideration referred to in clauses (i), (ii) and (iii) above having an aggregate value equal to the Share Price Adjustment, such aggregate value determined by adding (a) the amount of cash, if any, (b) the principal amount of additional subordinated debt, if any, and (c) the number of additional shares, if any, multiplied by the Average Price; (v) Buyer and Seller shall mutually agree that Buyer shall deliver to Seller some other consideration having a value equal to the Share Price Adjustment; or (vi) Buyer may terminate this Agreement in accordance with Section 11.1(g) hereof, unless Seller agrees in writing, within 48 hours after receipt of written notice from Buyer of its intent to terminate this Agreement pursuant to Section 11.1(g), that the Purchase Price shall be reduced by an amount equal to the Share Price Adjustment, in which case Seller will not be entitled to the Share Price Adjustment and this Agreement will not be terminated pursuant to Section 11.1(g).

3.3.5 ASSET RETENTION. Notwithstanding anything to the contrary in this

Agreement, in the event the Estimated Purchase Price exceeds $600,000,000, then, at Seller's option, by written notice to Buyer delivered concurrently with the Estimated Closing Date Balance Sheet specifying which option Seller elects, one of the following shall apply: (i) Seller may agree that the Purchase Price shall be adjusted to an amount equal to $600,000,000 in the event that, and notwithstanding that, the Purchase Price as determined pursuant to the terms and conditions of this Agreement (but for the application of this Section 3.3.5) would exceed $600,000,000, in which event, for all purposes of this Agreement, the Estimated Purchase Price shall equal $600,000,000 and the Purchase Price shall equal the lesser of (x) $600,000,000 and (y) the Purchase Price as determined pursuant to the terms and conditions of this Agreement but for the application of this Section 3.3.5, (ii) the Moorefield, West Virginia facility, and all assets located thereat and rights relating thereto, shall be retained by Seller, excluded from the term "Business", and included within the term "Retained Assets", for all purposes of this Agreement and the Estimated Purchase Price shall be recalculated on the basis that such facility, assets and rights are excluded from the Business and retained by Seller, or (iii) Seller may terminate this Agreement in accordance with Section 11.1(j) hereof, unless in the case of clause (ii) or (iii) immediately above, Buyer agrees in writing, within 48 hours after receipt of written notice from Seller of its intent to

exclude such assets or terminate this Agreement in accordance with either clause (ii) or (iii) immediately above, that Buyer will pay the Purchase Price in full, as determined in accordance with the terms and conditions of this Agreement, notwithstanding that the Purchase Price exceeds $600,000,000, in which case such assets will not be excluded and this Agreement will not be terminated pursuant to Section 11.1(j). Seller represents that, if Seller elects to exclude the assets and rights referred to in clause (ii) immediately above, the Purchase Price will be no greater than $600,000,000.

3.3.6 FORM OF PAYMENT. All cash payments required to be made pursuant to this Agreement shall be made by wire transfer of immediately available funds to the account designated by the receiving party.

4. CLOSING. Subject to the terms and conditions contained in this Agreement, the closing of the transactions contemplated hereby (the "Closing") will occur at the offices of McGrath North Mullin & Kratz, PC LLO, First National Tower, 1601 Dodge Street, Suite 3700, Omaha, Nebraska 68102 ("Seller's Counsel"), on the fifth business day after the conditions set forth in Section 10 (other than those to be fulfilled at Closing) have been satisfied, or at such other place or on such other date as the parties hereto may mutually agree (the "Closing Date"). Closing shall be effective as of 11:59 p.m. central time on the Closing Date (the "Effective Time").

4.1 BUYER'S OBLIGATIONS AT CLOSING. At the Closing, Buyer shall:

4.1.1 CONSIDERATION. Deliver or cause to be delivered to Seller the Cash Payment in accordance with Section 3 hereof.

4.1.2 SHARES. Deliver to Seller stock certificates representing the Shares to be

delivered in accordance with the provisions of Section 3.3.2 above.

4.1.3 SUBORDINATED PROMISSORY NOTE. Execute and deliver to Seller the Subordinated Promissory Note.

4.1.4 CERTIFICATES. Deliver to Seller the certificates contemplated in Section 10.3.

4.1.5 CONAGRA SUPPLY AGREEMENT. Execute and deliver to Seller the ConAgra Supply Agreement.

4.1.6 TRANSITION SERVICES AGREEMENT. Execute and deliver to Seller the Transition Services Agreement.

4.1.7 RELEASE. Cause each of the Acquired Companies to execute and deliver, to Seller a release in the form attached hereto as Exhibit 4.1.7 (the "Buyer Release"), pursuant to which each such entity shall irrevocably discharge and forever release Seller and its Affiliates and their respective stockholders, directors, officers and employees (in their capacities as stockholders, directors, officers and employees of each of Seller, its Affiliates or the Acquired Companies) from any and all Liabilities, Actions, causes of action or other matters, whether known or unknown, arising or accruing on or prior to the Closing Date, other than those claims arising from this Agreement or the Ancillary Agreements or otherwise described therein.

4.1.8 REGISTRATION RIGHTS AGREEMENTS. Execute and deliver to Seller the Registration Rights Agreements.

4.1.9 TRANSITION TRADEMARK LICENSE AGREEMENT. Execute and deliver to Seller the Transition Trademark License Agreement.

4.1.10 ENVIRONMENTAL LICENSE AGREEMENT. Execute and deliver to Seller the Environmental License Agreement.

4.1.11 LEGAL OPINION. Deliver to Seller the executed legal opinion of Baker & McKenzie, Buyer's counsel, in the form attached hereto as Exhibit 4.1.11.

4.1.12 SHARE PRICE ADJUSTMENT. If applicable and at Buyer's election, deliver to Seller the additional Shares, subordinated debt, cash and/or other consideration in accordance with the provisions of Section 3.3.4 hereof.

4.1.13 MOLINOS SUPPLY AGREEMENT. Execute and deliver to Seller the Molinos Supply Agreement.

4.1.14 MONTGOMERY SUPPLY AGREEMENT. Execute and deliver to Seller the Montgomery Supply Agreement.

4.2 SELLER'S OBLIGATIONS AT CLOSING. At the Closing, Seller shall:

4.2.1 STOCK CERTIFICATES. Deliver or cause to be delivered to Buyer stock certificates representing all of the Stock, duly endorsed in blank or accompanied by stock powers duly endorsed in blank.

4.2.2 CERTIFICATES. Deliver to Buyer the certificates contemplated in Section 10.2.

4.2.3 RESIGNATIONS. Deliver to Buyer, to the extent requested by Buyer, written resignations of the officers and directors of the Acquired Companies, pursuant to which such individuals will relinquish their titles. Such resignations will not affect ongoing employment with the Acquired Companies.

4.2.4 TRANSITION SERVICES AGREEMENT. Execute and deliver to Buyer the Transition Services Agreement.

4.2.5 RELEASE. Execute and deliver, and cause its Subsidiaries that have had any

business dealings with the Acquired Companies whatsoever to execute and deliver, to Buyer a release in the form attached hereto as Exhibit 4.2.5 (the "Seller Release"), pursuant to which Seller and such Subsidiaries shall irrevocably discharge and forever release the Acquired Companies and the Company Employees (in their capacities as Company Employees) from any and all Liabilities, Actions, causes of action or other matters, whether known or unknown, arising or accruing on or prior to the Closing Date, other than those claims arising from this Agreement or the Ancillary Agreements or otherwise described therein.

4.2.6 REGISTRATION RIGHTS AGREEMENTS. Execute and deliver to Buyer the Registration Rights Agreements.

4.2.7 TRANSITION TRADEMARK LICENSE AGREEMENT. Execute and deliver to Buyer the Transition Trademark License Agreement.

4.2.8 ENVIRONMENTAL LICENSE AGREEMENT. Execute and deliver to Buyer the Environmental License Agreement.

4.2.9 LEGAL OPINION. Deliver to Buyer the executed legal opinion of McGrath North Mullin & Kratz, PC LLO, Seller's counsel, in the form attached hereto as Exhibit 4.2.9.

4.2.10 CERTIFICATE OF NON-FOREIGN STATUS. Deliver to Buyer a certificate in the form required by Treas. Reg. Section 1.1445-2(b)(3)(iii)(B) executed by Seller.

4.2.11 REPRESENTATION LETTER. Execute and deliver to Buyer a representation letter in the form attached as Exhibit 4.2.11.

4.2.12 CONAGRA SUPPLY AGREEMENT. Execute and deliver to Buyer the ConAgra Supply Agreement.

4.2.13 MOLINOS SUPPLY AGREEMENT. Execute and deliver to Buyer the Molinos Supply Agreement.

4.2.14 MONTGOMERY SUPPLY AGREEMENT. Execute and deliver to Buyer the Montgomery Supply Agreement.

5. POST-CLOSING SETTLEMENT.

5.1 CLOSING BALANCE SHEET.

(a) As soon as reasonably practicable following the Closing Date, but in no event more than sixty (60) days after Closing, Buyer shall prepare a combined, consolidated balance sheet of the Acquired Companies as of the Effective Time in accordance with the Applicable Accounting Principles (the "Preliminary Closing Balance Sheet") and within such sixty (60) day period Buyer shall submit the Preliminary Closing Balance Sheet to Seller, together with a preliminary calculation of Adjusted Net Book Value. For purposes of this Agreement, "Adjusted Net Book Value" shall mean Net Book Value as reflected on the Estimated Closing Balance Sheet, Preliminary Closing Balance Sheet, Preliminary Audited Closing Balance Sheet and Final Closing Balance Sheet, as applicable, as adjusted as necessary to: (i) provide that any charge or credit as a result of FAS 133 which would otherwise result in an increase or decrease in stockholder's equity shall be an asset or liability, as the case may be, (ii) eliminate from Net Book Value the effect of recorded income Tax assets and Liabilities (current and deferred), (iii) give effect to the Buyer Release and the Seller

Release as though they had been executed immediately prior to the Effective Time and (iv) reduce Net Book Value by the amount, if any, by which the Discount Amount exceeds the Impairment Charge. The "Impairment Charge" shall mean the impairment charge with respect to the Business arising after April 20, 2003 as reflected in the audited financial statements for the fiscal year ended May 25, 2003 referred to in Section 9.15 of this Agreement so long as the impairment charge pertains to the write-off of no more than $36,343,582 of goodwill. If the impairment charge pertains to the write-off of more than $36,343,582 in goodwill, then for purposes of this definition, the impairment charge shall be reduced by an amount equal to the excess of the goodwill write-off included in the impairment charges over $36,343,582. Buyer shall consult with Seller in good faith in connection with the preparation of the Preliminary Closing Balance Sheet and employees of Seller shall be permitted to meet with employees of Buyer and the Acquired Companies in connection with the preparation of the Preliminary Closing Balance Sheet.

(b) Promptly following execution of this Agreement, Seller shall engage Deloitte to (i) audit the Preliminary Closing Balance Sheet in accordance with the Applicable Accounting Principles (the "Audit"), and (ii) upon completion of the Audit, deliver to Seller and Buyer its draft preliminary audit report in the form attached hereto as Exhibit 5.1(b) (the "Report") together with the accompanying draft audited balance sheet of the

Acquired Companies (the "Preliminary Audited Closing Balance Sheet"), and a revised calculation of Adjusted Net Book Value. Seller shall instruct Deloitte to complete the Audit and issue its Report and revised calculation of Adjusted Net Book Value within sixty (60) days after its receipt of the Preliminary Audited Closing Balance Sheet. Buyer and Seller acknowledge and agree that Deloitte shall not issue its final audit report until all objections have been resolved in accordance with Section 5.1(d) and such resolution is incorporated into the Preliminary Audited Closing Balance Sheet. Seller shall pay or cause to be paid all of the fees and expenses of Deloitte in connection with the Audit and the Report.

(c) Buyer shall provide, and shall cause the Acquired Companies to provide, to Deloitte such assistance and access to employees, books, records and other supporting documents as is necessary for Deloitte to timely conduct the Audit and prepare, issue and deliver the Report and the Preliminary Audited Closing Balance Sheet. Buyer and Seller and their respective representatives (including without limitation Buyer's independent auditors) shall have the right to be present to observe the taking of any physical inventory, or perform any other audit activity in connection with or separate and apart from Deloitte's audit activity necessary to issue an independent audit opinion on the Closing Balance Sheet on behalf of Buyer, in connection with Deloitte's preparation of the Preliminary Audited Closing Balance Sheet and may review and examine the procedures, books, records and work papers used in their preparation, or

conduct such independent review, or any other audit activity as they deem necessary.

(d) Unless Seller or Buyer notifies the other party in writing within sixty (60) calendar days after delivery of the Preliminary Audited Closing Balance Sheet and revised calculation of Adjusted Net Book Value that such party objects to the calculation contained therein, specifying in detail each objection and the basis for each objection, the Preliminary Audited Closing Balance Sheet shall be issued in final form by Deloitte and such Preliminary Audited Balance Sheet and revised calculation of Adjusted Net Book Value shall be final and binding upon the parties. Neither Seller nor Buyer shall have the right to dispute the principles and procedures used in the preparation of the Preliminary Audited Closing Balance Sheet so long as the principles and procedures used are consistent with the Applicable Accounting Principles; provided that the foregoing shall in no event effect the right of Seller or Buyer to object to any estimates or judgments made in connection with the preparation of the Preliminary Audited Closing Balance Sheet. If Buyer and Seller are unable to resolve the disputed items within thirty (30) calendar days after any such notification has been given (or within such extended time period as is mutually agreed to by the parties), the unresolved disputed items shall be referred for a final determination to a mutually acceptable independent accountant. Such determination shall be final and binding upon the parties, absent manifest error. Such accountant shall be jointly retained by the

parties hereto on a mutually acceptable basis and Buyer and Seller shall each pay one-half of the fees and expenses of such accountant. Promptly following the date that Seller and Buyer reach agreement upon the disputed items pursuant to Section 5.1(d), or, if applicable, the date of the final determination of such accountant of the disputed items pursuant to Section 5.1(d), the parties shall cause such resolution to be incorporated into the Preliminary Audited Closing Balance Sheet and shall cause Deloitte to issue its final audit report and final revised calculation of Adjusted Net Book Value. The Preliminary Audited Closing Balance Sheet, as may be adjusted pursuant to the terms hereof (the "Final Closing Balance Sheet"), and Deloitte's final revised calculation of Adjusted Net Book Value, as appropriately modified to reflect any changes (the "Final Adjusted Net Book Value Calculation"), shall be final, binding and conclusive for all purposes hereunder.

5.2 SETTLEMENT OF PURCHASE PRICE. On the second business day following (i) the expiration of sixty (60) calendar days following delivery of the Preliminary Audited Closing Balance Sheet to Buyer and Seller if neither Seller nor Buyer has objected to the Preliminary Audited Closing Balance Sheet, or (ii) if either Seller or Buyer shall have objected to the Preliminary Audited Closing Balance Sheet, final determination of the disputed items pursuant to Section 5.1(d), Buyer shall deliver to Seller a revised Subordinated Promissory Note in exchange for the Subordinated Promissory Note delivered to Seller at Closing, which Seller shall deliver to Buyer for

cancellation. Such revised Subordinated Promissory Note will reflect the principal outstanding equal to the Final Adjusted Net Book Value, less the sum of (i) the Share Amount, (ii) the Cash Payment and (iii) the Share Price Adjustment, if applicable pursuant to Section 3.3.4 (such difference being referred to as the "Adjustment Amount"). This revised Subordinated Promissory Note shall otherwise be on the same terms and conditions as the Subordinated Promissory Note delivered by Buyer to Seller and substituted for the Subordinated Promissory Note delivered by Buyer at Closing. As used herein, "Final Adjusted Net Book Value" shall mean Net Book Value, as of the Closing Date, as reflected in the Final Adjusted Net Book Value Calculation. If the Adjustment Amount is a negative number, then Seller shall promptly pay to Buyer an amount of cash equal to the Adjustment Amount and return to Buyer for cancellation the Subordinated Promissory Note delivered by Buyer to Seller at Closing. To the extent the revised Subordinated Promissory Note shall have a principal amount that is less than the principal amount of the Subordinated Promissory Note delivered by Buyer at Closing, Seller shall refund to Buyer any interest previously paid by Buyer on such excess amount, and shall cancel any accrued but unpaid interest payable by Buyer on such excess amount (or, if not permitted by the Subordinated Promissory Note, repay to Buyer such interest after payment of such interest by Buyer) with respect to periods ending prior to the date of substitution. To the extent the revised Subordinated Promissory Note shall have a principal amount that exceeds

the principal amount of the Subordinated Promissory Note delivered by Buyer at Closing, Buyer shall pay to Seller, on the next succeeding interest payment date under the terms of the Subordinated Promissory Note, interest at the rate specified in the Subordinated Promissory Note on the amount of such difference with respect to the period beginning on the Closing Date and ending prior to the date of substitution. Seller agrees that it shall not sell or otherwise transfer the Subordinated Promissory Note until the Final Adjusted Net Book Value is determined in accordance with this Section 5.2 and the exchange of notes contemplated by this Section 5.2 has occurred.

6. EMPLOYEE MATTERS.

6.1 GENERAL.

(a) Continued Employment. As of the Effective Time, Buyer will cause the Acquired Companies to provide continuation of employment to each individual employed by any of the Acquired Companies (or otherwise in connection with the Business) on the Closing Date (including employees absent from work due to short-term or long term disability, sick leave, military leave or other employer approved absences of a short duration) other than those employees employed in connection with the Retained Businesses (the "Company Employees"). Notwithstanding the foregoing, nothing contained in this Agreement shall prohibit Buyer from terminating or changing the terms of employment of any Company Employee after the Effective Time. Notwithstanding the preceding, Company Employees on

long term disability on the Closing Date ("Disabled Company Employees") will continue to be provided long term disability benefits under the Seller's long term disability plan, subject to the terms and conditions of such plan, as long as the Disabled Company Employee meets the conditions for benefits.

(b) Retention Bonuses. Buyer shall be responsible for and pay the Buyer Retention Obligations, provided that Buyer's maximum aggregate liability for Buyer Retention Obligations shall be $2,925,798. Seller shall be responsible for and pay the Seller Retention Obligations and any Buyer Retention Obligations that exceed $2,925,798. Buyer shall be responsible for and pay any other liabilities, obligations and claims of any kind arising out of employment (or termination of employment, whether actual or constructive) of the Company Employees on and after the Closing Date resulting from actions taken by Buyer. Seller agrees that, from and after the Closing, it will not consent to the termination of any Company Employee's employment and that in the event prior to the first anniversary of the Closing any Company Employee voluntarily terminates his employment with an Acquired Company, then upon the written request of Buyer, Seller will assign to Buyer any rights Seller may have to recover any Transaction Bonuses paid to such Company Employee.

(c) COBRA. Seller agrees to maintain the group health plan continuation coverage pursuant to Section 4980B of the Code and Sections 601-609 of ERISA for the "qualifying beneficiaries" (within the meaning of Section 4980B of the Code) and Company Employees who are "covered employees"

(within the meaning of Section 4980B(f)(7) of the Code) who experience a "qualifying event" (within the meaning of Section 4980B(f)(3) of the Code) prior to the Closing Date ("COBRA Participants"). Subject to the terms of the Transition Services Agreement, the parties agree that any Company Employee or qualifying beneficiaries who becomes eligible for COBRA for the period between the Closing Date and the later of (i) December 31, 2003 and (ii) 120 days after the Closing Date shall receive COBRA benefits from certain benefit plans which will continue to be maintained by the Seller. Buyer shall reimburse Seller for all costs and expenses incurred by Seller to maintain continuation coverage for the COBRA Participants as reasonably determined by Seller. Buyer shall indemnify and hold Seller and Seller's Affiliates harmless from and against any Liability Seller or Seller's Affiliates incur at any time after Closing under the provisions of Section 4980B of the Code or Sections 601-609 of ERISA with respect to any covered employee who is a Company Employee, or the qualified beneficiary of any such employee, who has a "qualifying event" on or after the Closing Date.

6.2 SELLER PENSION PLANS.

(a) Non-Union Employees. As of the Closing Date, the Company Employees whose benefits are not governed by a collective bargaining agreement shall cease to actively participate in any pension plan offered by Seller, any Acquired Company or any subsidiary thereof, including but not limited to, (a) the ConAgra Pension Plan for Salaried Employees and (b) the ConAgra Pension Plan for Hourly Rate Production Employees, in each case pursuant

to the provisions in the plan documents and not because of any amendment to either of the aforementioned pension plans. The non-union Company Employees described in the preceding sentence shall receive no further benefit accrual under said pension plans.

(b) Union Employees. As of the Closing Date, the Company Employees whose pension benefits are governed by a collective bargaining agreement shall cease to actively participate in any pension plan offered by Seller, any Acquired Company or any Subsidiary thereof and shall receive no further benefit accrual thereunder. As of the Closing Date, Buyer shall become the plan sponsor of the Retirement Income Plan of Production Employees of Seaboard Farms of Chattanooga, Inc. (the "Chattanooga Plan") with respect to the Company Employees participating in that plan and no further benefits shall accrue thereunder with respect to any other employees of Seller and its Affiliates. To the extent any Company Employee whose benefits are governed by a collective bargaining agreement is entitled to receive pension benefits under a defined benefit plan after the Closing Date in accordance with the terms of the applicable collective bargaining agreement, Buyer will provide such Company Employee his or her accrued benefit (under the Chattanooga Plan) less any benefit accrued under a defined benefit pension plan of Seller as of the Closing Date. Notwithstanding the foregoing, if a Company Employee, whose pension benefits are governed by a collective bargaining agreement, is not vested in his or her accrued benefit under a defined benefit pension plan of Seller and if the vesting requirements are

subsequently met under a defined benefit pension plan of Buyer, then Seller shall cause the benefit accrued under Seller's pension plan to be paid to such Company Employee as if that benefit was fully vested as of the Closing. As of the Closing, Seller will provide Buyer with a list of Company Employees, whose benefits are governed by a collective bargaining agreement, that are entitled to an accrued benefit under a pension plan of Seller and the dollar amount of such benefit as of the Closing Date. As of the Closing Date, the union Company Employees at the facilities located in Batesville and Clinton, Arkansas shall receive no further benefit accruals under the Banquet Employees Unions Pension Fund. Seller shall amend the Pension Plan for Employees of Country Pride, a frozen defined contribution plan, (the "Frozen Plan") so that, on or before the Closing Date, it shall become the sponsor of that Frozen Plan and the Company Employees will be eligible to receive a distribution of their accounts in the Frozen Plan within a reasonable period after the Closing Date. Seller and Buyer shall cooperate in preparing communications to Company Employees regarding the distribution and their rollover options, including Buyer's 401(k) plan.

6.3 401(k) PLANS. As of the Closing Date, the Company Employees shall cease to actively participate in the ConAgra Retirement Income Savings Plan and the ConAgra Retirement Income Savings Plan for Hourly Rate Production Employees (the "Seller 401(k) Plans") and no further contributions shall be made to the Seller 401(k) Plans for the benefit of the Company Employees. As of the Closing Date, the interests of the Company Employees in the Seller 401(k) Plans shall be one hundred

percent (100%) vested and shall be fully nonforfeitable. Except as expressly set forth herein, no assets of the Seller 401(k) Plans shall be transferred to Buyer or any of its Affiliates or to any plan of Buyer or any of its Affiliates. As soon as practical following receipt by Buyer and Seller of favorable determination letters or Buyer's certification to Seller, and Seller's certification to Buyer, in a manner reasonably acceptable to both Seller and Buyer, that Buyer's 401(k) Plan and Seller's 401(k) plans are qualified under the applicable provisions of the Code, and contingent on Buyer's 401(k) Plan administrator's ability to accept an in-kind transfer of the assets (except for shares of Seller's stock) and Seller's 401(k) Plan's ability to make an in-kind transfer of assets, Seller shall cause the trustee of Seller's 401(k) Plans to transfer, solely in the form of the mutual funds currently available, cash from the sale of Seller's stock, or notes representing outstanding participant loans or assets representing the full account balances of the Company Employees, and upon such transfer, Buyer and Buyer's 401(k) Plan shall be responsible for proper administration of such account balances and the related liability to the Company Employees.

6.4 WELFARE PLANS. The parties acknowledge that the Company Employees participate in Seller's welfare benefit plans and programs disclosed in Exhibit 7.17.1. Subject to the terms of the Transition Services Agreement, the parties agree for the period between the Closing Date and the later of (i) December 31, 2003 and (ii) 120 days after the Closing Date the Company Employees will continue their participation in certain specified welfare plans and programs that provide health, disability, life and other insurance type benefits, which will continue to be maintained by Seller. In

accordance with the terms of the Transition Services Agreement Buyer agrees to reimburse Seller for all costs and expenses (as reasonably determined by Seller) to maintain the continued participation in such plans, and Seller agrees to modify its welfare plans to permit the continued participation by the Company Employees after the Closing Date. After the later of (i) December 31, 2003 and (ii) 120 days after the Closing Date, Buyer shall provide those welfare benefits to the Company Employees as Buyer deems appropriate. On and after the Closing Date, Buyer shall be responsible, and shall indemnify and hold Seller and its Affiliates harmless from and against, all Liabilities with respect to such welfare benefit plans and programs, including, but not limited to, any Liability under the Worker Adjustment and Retraining Notification Act (29 U.S.C. Sections 2101-2109) or any similar foreign, state or local laws or ordinances (such laws collectively described as the "WARN Act"). Prior to the Closing Date, Seller will cooperate with the reasonable request of Buyer, to provide notices and other communications to Company Employees in order to avoid Liability under the WARN Act.

6.5 BUYER PLANS. Buyer shall cause periods of service with Seller, Seller's Affiliates and the Acquired Companies to count for purposes of eligibility and vesting under any benefit plan provided to the Company Employees after the Closing Date. After the Closing Date, Buyer shall cause the Acquired Companies to waive pre-existing condition requirements, evidence of insurability provisions, waiting period requirements or any similar provisions under any employee benefit plan providing medical, disability or life insurance benefits provided to any Company Employees enrolled in such plans of the Seller as of the Closing Date. After the Closing Date,

Buyer shall also cause the Acquired Companies to apply toward any deductible requirements and out of pocket limits under its employee welfare benefit plans any amounts paid (or accrued) by each Company Employee prior to Closing under welfare benefit plans during the then current Plan Year and Seller shall provide the relevant Plan Year deductible and out of pocket amounts paid (or accrued) by each Company Employee.

6.6 FLEXIBLE SPENDING ACCOUNTS. Seller maintains a plan qualified under I.R.C. Section 125 ("Seller's 125 Plan") that includes flexible spending accounts for medical care reimbursements and dependent care reimbursements ("Reimbursement Accounts"). As soon as reasonably practicable following the Closing Date, cash equal to the aggregate value of the Reimbursement Accounts of the Company Employees shall be transferred from Seller to a plan established by Buyer intended to qualify under I.R.C. Section 125 ("Buyer's 125 Plan") and the annual election and claims history for each Company Employee participating in the Reimbursement Accounts shall be provided to Buyer not later than the date of the cash transfer. Upon receipt of such amount, Buyer and Buyer's 125 Plan shall assume all obligations and liabilities with respect to the Reimbursement Accounts for the Company Employees. Buyer shall recognize the elections of the Company Employees under Seller's 125 Plan for purposes of Buyer's 125 Plan for calendar year 2003.

6.7 RETAINED EMPLOYEES. All employees of the Retained Businesses shall be transferred out of the Acquired Companies prior to Closing.

6.8 COOPERATION. The parties shall cooperate with each other and exchange any

information, filings or notices as appropriate to implement the provisions of this Section 6. Buyer shall assist in providing any information, filings or notices (including the notice required by Section 204(h) of ERISA and Section 4980F of the Code) as needed to cease the benefit accruals. Seller agrees to hold Buyer harmless for any Liability for any failure to comply with the provisions of Section 204(h) of ERISA and Section 4980F of the Code.

6.9 INDEMNITY. Buyer shall indemnify and hold Seller and Seller's Affiliates harmless from and against any Liability resulting directly or indirectly from any breach or nonfulfillment of any agreement or covenant on the part of Buyer or the Acquired Companies under this Section 6.

6.10 NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall create or establish, or be deemed to create or establish, any Company Employee as a third party beneficiary of this Agreement.

6.11 NOTICE OBLIGATIONS. Seller and Buyer shall cooperate with respect to any notice obligation, disclosure requirement, or employee communication that is necessary or appropriate as a result of this transaction with respect to any Employee Plan that affects a Company Employee.

7. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby represents and warrants to Buyer as set forth below. Such representations and warranties are made subject to those matters set forth in the Seller Disclosure Schedule dated as of the date hereof and delivered as a separate document (the "Seller Disclosure Schedule") in the manner provided for in the introductory paragraph of the Seller Disclosure Schedule and those matters set forth in the schedules are subject to the terms of Section 14.11.

7.1 ORGANIZATION, GOOD STANDING AND CORPORATE POWER. Each of Seller and the Acquired Companies is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation. Each of the Acquired Companies has the corporate power to own, operate and lease its properties and to carry on its business as now being conducted. Each Acquired Company is qualified to conduct the Business in all jurisdictions in which such qualification or authorization is required, except for those jurisdictions in which failure to be so qualified or authorized has not had and will not have a Company Material Adverse Effect.

7.2 CERTIFICATE AND BY-LAWS. Seller has previously made available to Buyer complete and correct copies of the certificate or articles of incorporation and by-laws of each of the Acquired Companies as in effect as of the date of the Agreement (collectively, "Charter Documents"). Such Charter Documents have not been further amended and are in full force and effect. The Seller Disclosure Schedule contains a complete and accurate list of all officers and directors of each of the Acquired Companies.

7.3 CORPORATE AUTHORIZATION; BINDING EFFECT. Seller has all requisite corporate power and authority to enter into this Agreement and the Ancillary Agreements, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements by Seller have been duly and validly authorized by all necessary corporate action on the part of Seller and no other corporate proceedings on the part of Seller are necessary to authorize this Agreement or the Ancillary Agreements or to consummate the transactions contemplated hereby or thereby. This Agreement constitutes, and the Ancillary

Agreements when executed by Seller will constitute, the valid and binding obligations of Seller enforceable against Seller in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity.

7.4 EFFECT OF AGREEMENT. The execution, delivery and performance of this Agreement and the Ancillary Agreements by Seller and the consummation by Seller of the transactions contemplated hereby and thereby will not, with or without the giving of notice or the lapse of time or both, assuming compliance with the matters referred to in Section 7.5: (a) violate any Law to which Seller or any Acquired Company is subject; (b) violate any judgment, order, writ or decree of any court applicable to Seller, or any Acquired Company; (c) conflict with or result in the violation of any provision of Seller's or any Acquired Company's Charter Documents, or (d) result in any violation of, or default under, or give rise to a right of termination, cancellation or acceleration of any obligation or the loss of a material benefit under, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Seller or any of its Subsidiaries is bound or affected, or result in the creation of any Encumbrance upon the Stock or any of the properties or assets of the Acquired Companies, other than any such violation, conflict, default, right, cancellation or acceleration, loss or Encumbrance that, individually or in the aggregate, would not have a material adverse effect on the business, operations, financial condition, results of operations, or capitalization of the Business or on the ability of Seller or Buyer to consummate the transactions contemplated by this Agreement.

7.5 GOVERNMENT AUTHORIZATION. The execution, delivery and performance by Seller of this Agreement and the Ancillary Agreements requires no action by or in respect of, or filing with, any Governmental Authority other than: (a) the filing of a pre-merger notification report under the HSR Act; and (b) such consents, authorizations, orders, approvals, filings or registrations the failure of which to be obtained or made would not have a material adverse effect on the business, operations, financial condition, results of operations or capitalization of the Business, or prevent the consummation of the transactions contemplated hereby.

7.6 CAPITAL STOCK; TITLE TO SHARES. The authorized capital stock of CPC consists solely of 10,000 shares of common stock, $1.00 par value, of which 10,000 shares are issued and outstanding. Seller is the lawful and equitable owner of all of such shares of common stock of CPC, free and clear of all claims, options, charges and Encumbrances. The authorized capital stock of To-Ricos consists solely of (i) 100,000 shares of common stock, $1.00 par value, of which 66,000 shares are issued and outstanding, and (ii) 50,000 shares of preferred stock, $10.00 par value, of which none are issued and outstanding. Seller is the lawful and equitable owner of all of such shares of common stock of To-Ricos, free and clear of all claims, options, charges and Encumbrances. The authorized capital stock of Lovette consists solely of (i) 500,000 shares of common stock, $1.00 par value, of which 1,000 shares are issued and outstanding. Seller is the lawful and equitable owner of all of such shares of common stock of Lovette, free and clear of all claims, options, charges and Encumbrances. The authorized capital stock of Hester consists solely of 15,000

shares of common stock, $1.00 par value, of which 1,000 shares are issued and outstanding. Seller is the lawful and equitable owner of all of such shares of common stock of Hester, free and clear of all claims, options, charges and Encumbrances. At the Closing, Buyer's ownership of CPC, To-Ricos, Lovette and Hester as contemplated herein shall constitute ownership of all the outstanding securities of CPC, To-Ricos, Lovette and Hester and, through Buyer's ownership of the CPC Stock, the Company Subsidiary, and such ownership shall be free and clear of all claims, options, charges and Encumbrances. No shares of capital stock or other ownership interests in any Acquired Company are reserved for issuance for any purpose. As to each Acquired Company, there are no bonds, debentures, notes or other indebtedness issued or outstanding having the right to vote ("Voting Debt") on any matter on which holders of capital stock, voting securities or other ownership interests thereof may vote. All of the issued and outstanding shares of the capital stock of CPC, To-Ricos, Lovette, Hester and the Company Subsidiary are duly authorized, validly issued, fully paid and nonassessable and have not been issued in violation of any preemptive or similar rights. There are no options, warrants, calls, rights, commitments or agreements of any character to which CPC, To-Ricos, Lovette, Hester or the Company Subsidiary is a party by which it is bound or obligated to issue, deliver or sell, or caused to be delivered or sold, additional shares of capital stock, voting securities or other ownership interests or any Voting Debt, or obligating any Acquired Company to grant, extend or enter into any such option, warrant, call, right, commitment or agreement. There are no outstanding contractual

obligations of any Acquired Company to repurchase, redeem or otherwise acquire any shares of its capital stock.

7.7 SUBSIDIARIES.

7.7.1 The Company Subsidiary and its jurisdiction of incorporation are identified on the Seller Disclosure Schedule. The Company Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and it has the corporate power to own, operate and lease its properties and to carry on its business as now being conducted. The Company Subsidiary is qualified to conduct its business in all jurisdictions in which such qualification or authorization is required, except for those jurisdictions in which failure to be so qualified or authorized would not have a Company Material Adverse Effect.

7.7.2 All of the outstanding capital stock of, or other ownership interests in, the Company Subsidiary, is owned by CPC, free and clear of all claims, options, charges and Encumbrances, and all of the outstanding shares of capital stock or other equity interests of the Company Subsidiary are validly issued, fully paid and nonassessable.

7.8 FINANCIAL STATEMENTS; NO UNDISCLOSED LIABILITIES.

7.8.1 Seller has heretofore delivered to Buyer (i) pro forma combined, consolidated balance sheets of the Business as of May 28, 2000, May 27, 2001 and May 26, 2002, and the related combined, consolidated statements of earnings for each of the years then ended (the "Year-end Statements"), and (ii) a pro forma combined, consolidated balance sheet of the Business as

of April 20, 2003, and the related combined consolidated statements of earnings for the eleven (11) month period then ended (the "Interim Financials"). The Year-end Statements and the Interim Financials (together, the "Financial Statements") present fairly, in all material respects, the financial position, results of operation of the Business as of the dates and for the periods then ended, and have been prepared in accordance with GAAP and the Applicable Accounting Principles, except in the case of the Interim Financials, for normal year-end adjustments that are not material and the omission of footnote disclosures required by GAAP. The Year-end Statements for 2001 and 2002 and the Interim Financials do not contain any material (individually or in the aggregate) items of non-recurring income required by GAAP to be separately disclosed.

7.8.2 As of the date hereof, to Seller's knowledge, none of the Acquired Companies has any Liabilities of a type required to be reflected on a balance sheet prepared in accordance with GAAP consistently applied except those (i) set forth or provided for in the balance sheet (including notes thereto) included in the Interim Financials, (ii) incurred since April 20, 2003, in the ordinary course of business, or (iii) recorded as part of normal year end adjustments. Notwithstanding the foregoing, no representation and warranty is made pursuant to this Section 7.8.2 with respect to any matter that is specifically addressed by another representation or warranty contained in this Section 7 or any certificate or instrument delivered pursuant to this Agreement. As of the date hereof, except for such matters that would not

have a Company Material Adverse Effect, (i) the receivables of the Business, either reflected on the Interim Financials or created subsequent to April 20, 2003 were created in the ordinary course of the Business, (ii) to the knowledge of Seller and subject to any reserves established therefor in the applicable financial statements, will be collected in accordance with their terms and at their recorded amounts, in accordance with the Business' prior practices, and (iii) between April 20, 2003 and the date hereof, to the knowledge of Seller, neither Seller nor any of its Affiliates has (a) permitted or agreed to any extension in the time for payment of receivables relating to the Business other than in the ordinary course of business and consistent with past practice or (b) changed its policies or practices with respect to the extension of credit to customers of the Business other than in the ordinary course of business and consistent with past practice.

7.9 CONDUCT OF BUSINESS SINCE APRIL 20, 2003. Since April 20, 2003 and except for the transactions contemplated herein:

7.9.1 As of the date hereof, there has not been a Company Material Adverse Effect.

7.9.2 As of the date hereof, no event has occurred that would have been prevented by Section 9.1.1 if the terms of said Section had been in effect as of and after April 20, 2003.

7.9.3 Except for indebtedness owed by an Acquired Company to Seller or a subsidiary thereof (which will be released prior to Closing to the extent

provided in the Seller Release), none of the Acquired Companies has incurred or assumed any indebtedness for borrowed funds or purchase money indebtedness, or assumed, guaranteed, endorsed or otherwise become liable or responsible (either directly, contingently or otherwise), for the obligations of any other Person, except in respect of such assumption, guarantees or endorsements for such amounts that are immaterial and incurred in the ordinary course of Business.

7.10 TAXES AND TAX RETURNS.

(a) With respect to the Acquired Companies; (i) all material Tax Returns required to be filed by them have been filed, (ii) all Taxes shown to be due on such returns have been paid or accrued, (iii) all Taxes for which a notice of assessment or collection has been received (other than amounts being contested in good faith by appropriate proceedings), have been paid or accrued. No Governmental Authority has asserted any material claim for Taxes, or to the Seller's knowledge has threatened to assert any material claim for Taxes.

(b) The statute of limitations has closed for all Tax Returns of the Acquired Companies.

(c) All material Taxes required by law to be withheld or collected with respect to the Acquired Companies have been withheld or collected and paid to the appropriate Governmental Authorities (or are properly being held for such payment).

(d) There are no liens for Taxes upon the material assets of the Acquired

Companies (other than Liens for Taxes that are not yet due and payable).

(e) None of the assets of the Acquired Companies are considered tax-exempt use property or tax-exempt bond financed property within the meaning of sections 168(g)(1)(B) or (C) of the Code.

(f) To Seller's knowledge, To-Ricos is an "existing credit claimant" within the meaning of Section 936(j)(9)(A)(i) of the Code. To-Ricos has had in effect an election under Section 936(a) of the Code during the ten taxable years ending immediately prior to the taxable year that includes the Closing Date. Such election has not been revoked during such ten year period.

(g) All Tax Returns filed by To-Ricos with any Puerto Rican Governmental Authority are true and correct in all material respects.

(h) To Seller's knowledge, none of the Acquired Companies has a material taxable presence in any jurisdiction where they do not file a Tax Return.

(i) The Acquired Companies have not made or become obligated to make, and will not as a result of the transactions contemplated hereby become obligated to make, any payments that could be nondeductible by reason of Section 280G (without regard to subsection (b)(4) thereof) or 162(m) of the Code, nor will any Acquired Company be required to "gross up" or otherwise compensate any individual because of the imposition of any excise tax on such a payment to the individual.

7.11 INTELLECTUAL PROPERTY. The Acquired Companies own, or possess adequate licenses or other rights to use (or will as of the Closing Date own or possess adequate

licenses or other rights to use), all material Intellectual Property Rights currently used or necessary to conduct the Business as now operated by them. Without limitation to the foregoing, the Acquired Companies own (or will as of the Closing Date own) the trademarks and related Intellectual Property Rights described in Section 7.11 of the Seller Disclosure Schedule and those trademarks include the only material trademarks used in the Business (other than the Retained Intellectual Property). To the knowledge of Seller, and other than such infringements that would not have a Company Material Adverse Effect, (i) the Intellectual Property Rights of the Acquired Companies currently used to conduct the Business do not infringe upon any Intellectual Property Rights of others, and (ii) no third party is infringing on the Intellectual Property Rights of any of the Acquired Companies currently used to conduct the Business. For purposes of this Agreement, "Intellectual Property Right" means any trademark, service mark, trade name, mask work, copyright, patent, software license, data base, invention, trade secret, know-how (including any registrations or applications for registration of any of the foregoing) or any other similar type of proprietary intellectual property right.

7.12 ACTIONS AND PROCEEDINGS. As of the date hereof, there are no outstanding orders, judgments, injunctions, awards or decrees of any Governmental Authority against any of the Acquired Companies other than those that would not have a Company Material Adverse Effect. As of the date hereof, there are no actions, suits or legal, administrative, regulatory or arbitration proceedings pending or, to the knowledge of Seller, threatened against any Acquired Company that, if adversely determined, would result, individually or in the aggregate, in a Company Material Adverse

Effect. As of the date hereof, none of the Acquired Companies nor any property or asset of any of them is subject to (other than as apply to the poultry industry in general) or in violation of any order, executive order, writ, stay, decree, judgment, determination, award or injunction that could reasonably be expected to have a Company Material Adverse Effect.

7.13 COMPLIANCE WITH LAWS. As of the date hereof, except for such matters that would not have a Company Material Adverse Effect, (i) each of the Acquired Companies holds, owns or possesses, and is in compliance with the terms of, all permits, licenses, exemptions, orders and approvals of all Governmental Authorities (other than Environmental Permits, which are exclusively provided for in Section 7.18) necessary for the conduct of their respective businesses and to own, lease and operate their respective properties (the "Company Permits"), (ii) with respect to the Company Permits, no action or proceeding is pending or, to the knowledge of Seller, threatened, by any Governmental Authority, (iii) the Business is being conducted in compliance with all applicable Laws, and (iv) no investigation or review by any Governmental Authority with respect to an Acquired Company is pending or, to the knowledge of Seller, threatened.

7.14 MATERIAL CONTRACTS. The Seller Disclosure Schedule sets forth, as of the date hereof, a listing of all of the following written agreements to which any of the Acquired Companies is a party to or bound by: (a) employment agreement with an individual requiring payments of compensation in excess of $50,000 per year; (b) consulting agreement with an individual requiring payments of compensation in excess of $50,000 per year; (c) material distributor agreement which is not

terminable on ninety (90) days' (or less) notice; (d) joint venture, partnership or similar contract or agreement or equity or debt investment agreements; (e) contracts which are terminable by the other party or parties thereto upon a change of control of an Acquired Company, other than such contracts the termination of which would not, individually or in the aggregate, have a Company Material Adverse Effect; (f) contracts or agreements that limit or purport to limit the ability of an Acquired Company to compete in any line of business or in any geographic area; (g) any contracts or agreements between or among any of the Acquired Companies, on the one hand, and Seller or its other Subsidiaries, on the other hand; (h) collective bargaining or labor agreements; (i) leases and licenses of, and options to purchase, real property pursuant to which an Acquired Company is required to pay or is entitled to receive (x) consideration in excess of $100,000 in any calendar year after December 31, 2002, or (y) consideration in excess of $200,000 in the aggregate over the remaining term of such lease; (j) agreements, notes, bonds, indentures or other instruments governing indebtedness for borrowed money, and any guarantee thereof or the pledge of any assets or other security therefor; (k) material requirements, "take or pay" or similar agreements relating to the Business; (l) material powers of attorney or agency agreements of the Business; (m) material feed ingredient contracts or commodity future contracts, option contracts or similar agreements of the Business, including without limitation, all such agreements that extend beyond sixty (60) days from the date hereof; (n) material agreements or arrangements establishing, creating or relating to any rebate, promotion, advertising coupon or other allowance of the Business; (o) material

toll processing, co-packing or similar agreement; or (p) other contract, agreement or arrangement involving an estimated total future payment or payments in excess of $1,000,000 (other than one time purchase orders with respect to raw materials and one time sales contracts relating to the sale of inventory, each in the ordinary course of business). The contracts required to be so listed are referred to herein as the "Company Material Contracts." With respect to all Company Material Contracts, (i) all such contracts are the valid and binding obligation of an Acquired Company in full force and effect, (ii) none of the Acquired Companies nor, to Seller's knowledge, any other party to any such Company Material Contract is in material breach thereof, or default thereunder, and (iii) there does not exist under any provision thereof, or any event that, with the giving of notice or the lapse of time or both, would constitute such a breach or default, except for such breaches, defaults and events which in the case of clauses (i), (ii) and (iii) would not, individually or in the aggregate, have a Company Material Adverse Effect. Seller has made available to Buyer true and correct copies of all Company Material Contracts.

7.15 RELATED PARTY TRANSACTIONS. The Seller Disclosure Schedule sets forth a description of all material services provided by Seller or its Affiliates to the Business, as well as a description of material sales or purchase relationships between any of the Acquired Companies, on the one hand, and Seller, Seller's other Affiliates or, to the knowledge of Seller, the Acquired Companies' salaried employees having base compensation in excess of $50,000, on the other hand.

7.16 LABOR RELATIONS.

7.16.1 Except as set forth in the Seller Disclosure Schedule, none of the Acquired

Companies is a party to any collective bargaining agreement or other labor union contract applicable to any Company Employees.

7.16.2 Except for such matters as would not have a Company Material Adverse Effect, as of the date hereof, there are no (i) labor strikes, disputes, slowdowns, representation or certification campaigns or work stoppages with respect to Company Employees pending, or to Seller's knowledge, threatened against or affecting the Business or any Acquired Company, (ii) grievance or arbitration proceedings, letter agreements or settlement agreements arising out of collective bargaining agreements to which an Acquired Company is a party, or (iii) unfair labor practice (within the meaning of the National Labor Relations Act or applicable state statute) complaints pending or, to Seller's knowledge, threatened against an Acquired Company.

7.16.3 As of the date hereof, except for such matters as would not have a Company Material Adverse Effect, the Acquired Companies are in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours.

7.16.4 Except for such matters as would not have a Company Material Adverse Effect, as of the date hereof, there are, with respect to the Acquired Companies, no lawsuits or pending administrative matters before any federal, state or local courts or agencies regarding violations or alleged violations of any federal,

state or local wage and hour law or any federal, state or local law with respect to discrimination or harassment on the basis of sex, age, race, color, creed, national origin, religion, disability or any other protected characteristics under such federal, state or local law or involving allegations by any employee concerning alleged discrimination or harassment based on "whistleblower" claims involving allegations of fraud, corporate misconduct, financial mismanagement, environmental compliance or similar claims asserted under federal, state or local laws.

7.16.5 To Seller's knowledge, as of the date hereof, there is no activity involving any Company Employees seeking to certify a collective bargaining unit. To Seller's knowledge, as of the date hereof, except as described in the Seller Disclosure Schedule, no executive, key employee, or group of employees has any plans to terminate employment with any Acquired Company.

7.17 EMPLOYEE PLANS. For purposes of this Section 7.17, and Sections 6 and 8.15, the term "Employee Plan" includes all pension, retirement, disability, medical, dental or other health insurance plans, sickness, disability, life insurance or other death benefit plans, profit sharing, deferred compensation, supplemental retirement plan, stock option, bonus or other incentive plans, stock purchase plans, vacation benefit plans, severance plans, employee assistance plans, or other employee benefit plans or arrangements, including, without limitation, any "pension plan" ("Pension Plan") as defined in Section 3(2) of ERISA, and any "welfare plan," as defined in Section 3(1) of ERISA, covering: (i) for purposes of this Section 7.17 and Section 6, the Company Employees, former employees, or their dependents, survivors or

beneficiaries whether or not legally binding and for which Seller, its Affiliates or any of the Acquired Companies could reasonably have any Liabilities and (ii) for purposes of Section 8.15, Buyer's employees, former employees, or their dependents, survivors or beneficiaries whether or not legally binding and for which Buyer and its Affiliates could reasonably have any Liabilities. "Employee Plan" shall not include any government sponsored employee benefit arrangements. Except as reflected in the Seller Disclosure Schedule or as would not have, individually or in the aggregate, a Company Material Adverse Effect:

7.17.1 The Seller Disclosure Schedule identifies all of the Employee Plans.

7.17.2 The Seller, the Acquired Companies, each Employee Plan, and the administrator and fiduciaries of each Employee Plan have complied in all material respects with all applicable legal requirements governing each Employee Plan including, but not limited to, the Code, ERISA, HIPAA and the changes made under the Sarbanes-Oxley Act of 2002. No lawsuits or complaints to, or by, any Person are pending with respect to any Employee Plan.

7.17.3 No Employee Plan is currently under audit, examination or investigation by any government agency, including but not limited to the IRS, the SEC or the DOL.

7.17.4 To the best of Seller's knowledge, neither Seller, its Affiliates, the Acquired Companies, an Employee Plan, nor an administrator or fiduciary of any Employee Plan has taken any action, or failed to take any action, that could subject it or him or her or any other Person to any liability for any excise tax,

fine or other penalty under applicable laws or for breach of fiduciary duty under ERISA or the Code with respect to or in connection with any Employee Plan.

7.17.5 Neither Seller, their Affiliates, the Acquired Companies, an Employee Plan, an administrator or fiduciary of any Employee Plan, nor any other Person has any liability to any Employee Plan participant, beneficiary or other Person under any provision of ERISA, the Code or any other applicable law by reason of any payment of benefits or other amounts or failure to pay benefits or any other amounts, or by reason of any credit or failure to give credit for any benefits or rights (such as, but not limited to, vesting rights) with respect to benefits under or in connection with any Employee Plan. Neither Seller, their Affiliates nor any of the Acquired Companies is in arrears with respect to any contributions under or premiums payable for any Employee Plan.

7.17.6 Each Pension Plan is qualified under Section 401(a) of the Code, and the trust or trusts maintained in connection with such Pension Plan is or are exempt from tax under Section 501(a) of the Code. A favorable IRS determination letter as to the qualification under the Code has been received for each such Pension Plan and its related trust or trusts and has been, or will be, timely amended for the recent tax changes commonly referred to as "GUST," since the date of such determination letter there are no circumstances that are likely to adversely affect the qualification of such Pension Plans, and each such Pension Plan has been, or will be, timely

amended to comply with the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001.

7.17.7 The Acquired Companies are not and have not at any time during the last six (6) years been a participating employer in or has contributed to any multiemployer plan (as defined in Section 3(37) of ERISA) ("Multiemployer Plan"), or incurred any withdrawal liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan that has not been satisfied in full or has any potential withdrawal liability.

7.17.8 None of the Pension Plans have incurred an "accumulated funding deficiency" as defined in Section 412 of the Code, whether or not waived. Seller has no knowledge with respect to any Multiemployer Plan covering Company Employees that has incurred an accumulated funding deficiency to which it or the Acquired Companies are contributing.

7.17.9 No liability under Subtitle C or D of Title IV of ERISA has been or is expected to be incurred by the Acquired Companies either directly or indirectly with respect to any ongoing, frozen or terminated "single employer plan," within the meaning of Section 4001(a)(14) of ERISA.

7.17.10 All accrued obligations of the Acquired Companies for payments by it to trust or other funds or to any governmental or administrative agency, with respect to pension benefits, unemployment compensation benefits, social security benefits or any other benefits for employees of the Acquired Companies have been paid or adequate accruals therefore have been made in the Financial Statements, and none of the foregoing has been rendered not

due by reason of any extension, whether at the request of any of the Acquired Companies or otherwise.

7.17.11 The Acquired Companies are in material compliance with the requirements of Sections 162(k) (to the extent applicable prior to its amendment by the Technical and Miscellaneous Revenue Act of 1988) and 4980B of the Code and Section 601 of ERISA and no event or condition exists with respect to any welfare plan that could subject the Acquired Companies to any tax under the foregoing sections of the Code and ERISA.

7.17.12 With respect to each Employee Plan, except for Employee Plans for which Seller is the plan sponsor as of the Closing Date, Seller has delivered to Buyer complete and correct copies of the following documents, as applicable: (i) the most recent (and prior two (2) years') annual report (Form 5500) together with 3 years' schedules, as required, filed with the IRS or DOL, and any financial statements and opinions required by Section 103(a)(3) of ERISA or, for each "top-hat" plan, a copy of all filings with the DOL; (ii) the most recent determination letter issued by the IRS; (iii) plan documents, including amendments, trust agreement and the most recent summary plan description and all modifications; and (iv) the most recent actuarial valuation, study or estimate of any retiree medical, life insurance or supplemental retirement benefits plan. Notwithstanding the preceding, Seller shall not be required to provide Form 5500's and related schedules which Seller does not have with respect to the Chattanooga Plan.

7.17.13 Neither Seller, its Affiliates, nor any of the Acquired Companies has any

obligation to provide post-retirement medical or other benefits to the Company Employees or former employees of the Acquired Companies or their survivors, dependents and beneficiaries, except as may be required by Section 4980B of the Code or Part 6 of Title I of ERISA or applicable state medical benefits continuation law, and Seller, its Affiliates and the Acquired Companies may terminate any such post-retirement medical or other benefits upon thirty (30) days' notice or less without any liability therefore.

7.17.14 Seller and the Acquired Companies have no obligation to any former employee, or any Company Employee under any Employee Plan or otherwise, other than as disclosed in the Seller Disclosure Schedule to this Section 7.17, and any Employee Plan may be terminated as of or after the Closing Date without resulting in any liability to Buyer for any additional contributions, penalties, premiums, fees, fines, excise taxes or any other charges or liabilities.

7.18 ENVIRONMENTAL. Except for immaterial items and except for items reflected in any Environmental Site Assessments or in the Seller Disclosure Schedule, as of the date hereof:

(a) The Acquired Companies possess all environmental, health and safety permits, licenses and governmental authorizations (collectively, "Environmental Permits") necessary under applicable Environmental Laws to conduct their business and operations as currently conducted.

(b) The Acquired Companies are, and at all times have been, in compliance with and have not been and are not in violation of or liable under any

applicable Environmental Laws and Environmental Permits, and none of the Acquired Companies has received any written communication from any Person that alleges that any of the Acquired Companies is not in such compliance.

(c) There are no Environmental Claims pending or, to Seller's knowledge, threatened, against any of the Acquired Companies, in either case arising out of (i) any real property currently or formerly owned, leased or operated by any of the Acquired Companies, (ii) any current or former operations of any of the Acquired Companies, or (iii) any other properties and assets (whether real, personal or mixed) in which any of the Acquired Companies has or had an interest.

(d) None of the Acquired Companies has retained, or assumed, either contractually or by operation of law, any liabilities of which Seller has knowledge arising under applicable Environmental Laws or Environmental Permits.

(e) (i) "Environmental Claims" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or notices of noncompliance or violation (in each case in writing) by any Person, alleging noncompliance, violation or potential liability (including potential responsibility or liability for costs of enforcement, investigation, cleanup, governmental response, removal or remediation, for natural resources damages,

property damage, personal injuries or penalties or for contribution, indemnification, cost recovery, compensation or injunctive relief) arising out of, or related to (x) the presence, Release or threatened Release of any Hazardous Materials, or (y) circumstances forming the basis of any violation or alleged violation of, or liability under, any Environmental Law or Environmental Permit.

(ii) "Environmental Laws" mean all foreign, federal, state and local laws, rules, regulations, orders, decrees, common law, judgments or binding agreements existing as of the date hereof issued, promulgated or entered into by or with any Governmental Authority, relating to pollution, the environment (including ambient air, surface water, groundwater, soil, land surface or subsurface strata and any other similar medium or natural resource) or protection of human health as it relates to the environment, including laws and regulations relating to Releases or threatened Releases of Hazardous Materials, the prevention or reduction to acceptable levels the Release of Hazardous Materials into the Environment, or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, transport, handling of or exposure to Hazardous Materials. "Environmental Laws" shall also include, but not by way of limitation, the U.S. Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

(iii) "Hazardous Materials" means: (x) any petroleum or petroleum products, derivatives, fractions or wastes, radioactive materials, wastes or mixtures, asbestos-containing materials and polychlorinated biphenyls; and (y) any other chemical, material, substance or waste the generation, manufacture, processing, distribution, possession, use, treatment, storage or Release of which is prohibited, limited or regulated under any applicable Environmental Law, or defined, designated or classified as hazardous, toxic, a pollutant or a contaminant under any applicable Environmental Law.

(iv) "Release" means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater, soil, land surface or subsurface strata, any other similar medium or natural resource) or within any building, structure or facility.

(f) This Section 7.18 contains the exclusive representations and warranties of Seller with regard to Environmental Claims, Environmental Laws, Environmental Permits and any other environmental matters in this Agreement.

7.19 SUFFICIENCY OF ASSETS. Except for the services to be provided pursuant to the Transition Services Agreement, and except for the assets, systems and personnel utilized by Seller or its Affiliates to provide the services pursuant to the Transition

Services Agreement, upon consummation of the transactions contemplated under this Agreement, the Acquired Companies, collectively, shall have in all material respects all the personnel, assets, properties, agreements, licenses and services necessary and presently utilized to conduct the Business as presently conducted. Upon consummation of the transactions contemplated by this Agreement, the Acquired Companies will have good and, in the case of real property, marketable title to all material properties, material agreements, material licenses and other material assets owned by Seller and its Affiliates and utilized exclusively in the Business, except for Intellectual Property Rights, which are covered by the representations in Section 7.11, and will have all of the books, records, correspondence, files, customer and vendor lists, sales materials and other data used by Seller's management team based out of Duluth, Georgia or primarily relating to the Business.

7.20 ABSENCE OF LIENS. Except for assets disposed of in the ordinary course of business, each of the Acquired Companies has valid title to or a valid leasehold in, or a contractual or common law right to use, each item of tangible personal property used in the conduct of the Business, free and clear of any Encumbrances, other than Permitted Encumbrances and Encumbrances described in Section 7.21 of the Seller Disclosure Schedule.

7.21 REAL ESTATE.

(a) The Seller Disclosure Schedule sets forth a list and description of all material real property owned in fee by the Acquired Companies (the "Owned Real Property"). With respect to each such parcel of Owned Real Property:

(i) an Acquired Company has good and marketable title to the parcel of Owned Real Property, free and clear of any Encumbrance, except for Permitted Encumbrances and Encumbrances described in Section 7.21 of the Seller Disclosure Schedule;

(ii) as of the date hereof, there are no pending or, to Seller's knowledge, threatened condemnation, expropriation, eminent domain or other similar proceedings, lawsuits or administrative actions relating to the Owned Real Property which materially and adversely affect the current use or occupancy thereof;

(iii) there are no outstanding written or, to Seller's knowledge, oral rights, agreements, options or rights of first refusal to purchase the parcel of Owned Real Property, or any portion thereof or interest therein, which have been granted to any other Person;

(iv) to Seller's knowledge, there are no parties (other than the Acquired Companies) in possession of or holding any rights to take possession of the parcel of Owned Real Property; and

(v) except for any matter which would not materially adversely affect the current use of a parcel of Owned Real Property, to Seller's knowledge, (a) the legal description for the parcel contained in the deed thereof describes such parcel fully and adequately, (b) the buildings and improvements are located within the boundary lines of the described parcels of land, are not in violation of applicable setback requirements, zoning laws, and ordinances (and none of

the properties or buildings or improvements thereon are subject to "permitted non-conforming use" or "permitted non-conforming structure" classifications), and do not encroach on any easement which may burden the land, (c) the land does not serve any adjoining property for any purpose inconsistent with the use of the land, and (d) the property is not located within any flood plain or subject to any similar type restriction for which any permits or licenses necessary to the use thereof have not been obtained.

(b) The Seller Disclosure Schedule sets forth a list and description of all material real property leased or subleased to the Acquired Companies. Seller has delivered to Buyer correct and complete copies of the leases and subleases listed in the Seller Disclosure Schedule. With respect to each such lease and sublease, except as disclosed in the Seller Disclosure Schedule:

(i) to Seller's knowledge, such lease or sublease is legal, valid, binding, enforceable, and in full force and effect;

(ii) to Seller's knowledge, such lease or sublease will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby;

(iii) as of the date hereof, none of the Acquired Companies nor, to Seller's knowledge, any other party to the lease or sublease is in material breach or default, and no event has occurred which, with

notice or lapse of time, would constitute a material breach or default or permit termination, modification, or acceleration thereunder;

(iv) to Seller's knowledge, no party to the lease or sublease has repudiated any provision thereof;

(v) as of the date hereof, there are no material disputes, oral agreements, or forbearance programs in effect as to the lease or sublease;

(vi) to Seller's knowledge, with respect to each sublease, the representations and warranties set forth in subsections (i) through (v) above are true and correct with respect to the underlying lease; and

(vii) none of the Acquired Companies has assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the leasehold or subleasehold.

7.22 BROKERS AND FINDERS. Except for Gleacher & Co., Seller has not employed any investment banker, broker or finder or incurred any liability for any brokerage fees, commissions or finders fees in connection with the transactions contemplated by this Agreement.

7.23 INVENTORY. Except for such matters that would not have a Company Material Adverse Effect, to Seller's knowledge, the inventory of the Acquired Companies consists of live, raw materials and supplies, manufactured and purchased parts, goods in process, and finished goods, all of which is merchantable and fit for the

purpose for which it was procured or manufactured, and none of which is slow-moving, obsolete, damaged, or defective, subject only to applicable reserves. Since April 20, 2003, the inventory of the Acquired Companies has been maintained in all material respects at levels in the ordinary course of business. The inventory of the Acquired Companies existing on the date of the Interim Financials was recorded on the Interim Financials at the lower of its cost or its market value consistent with poultry industry practices.

7.24 CUSTOMERS. The Seller Disclosure Schedule sets forth a list of (a) as of the end of the Acquired Companies' three (3) fiscal years ended May 27, 2001, May 26, 2002 and May 25, 2003, respectively, the Business' top 25 customers determined by chicken product sales during such year (the "Major Customers") and (b) for the Acquired Companies' fiscal year ended May 25, 2003, by facility, the amount of revenue and type of product generating such revenue attributable to sales by the Business to operations of Seller that do not constitute the Business (including the Retained Business). Seller has previously provided to Buyer a schedule of each of the Business' long-term pricing commitments for the Major Customers for the fiscal year ending May 30, 2004 in effect as of the date of this Agreement, and no material reduction in any such commitment has occurred between February 23, 2003 and the date of this Agreement. Except as indicated in the Seller Disclosure Schedule, none of the Business' top 25 customers, determined by outstanding receivables as of February 23, 2003, has terminated or materially altered its relationship with the Acquired Companies between February 23, 2003 and the date of this Agreement, or, to Seller's knowledge, threatened to do so or otherwise

notified any Acquired Company of its intention to do so, and there has been no material dispute with any of such customers between February 23, 2003 and the date of this Agreement.

7.25 NO OTHER BUSINESS. As of the Closing, the Acquired Companies will not have (a) any material amount of assets or Liabilities that do not primarily relate to the Business or (b) any employees that have not historically spent substantially all of their time performing services for the Business

7.26 OSHA MATTERS. As of the date hereof, there are no pending citations against the Acquired Companies under any Law designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, or any program, whether government or private, designed to provide safe and healthful working conditions, including the Occupational Safety and Health Act (OSHA) (collectively, "OSHA Laws") or state equivalent other than those that would not have a Company Material Adverse Effect. As of the date hereof, to Seller's knowledge, none of the Acquired Companies is in violation of any OSHA Laws that could reasonably be expected to have a Company Material Adverse Effect. This Section 7.26 contains the exclusive representations and warranties of Seller with regard to OSHA Laws, and any violation thereof or other matter related thereto, in this Agreement.

8. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer hereby represents and warrants to Seller as set forth below. Such representations and warranties are made subject to those matters set forth in the Buyer Disclosure Schedule dated as of the date hereof and delivered as a separate document (the "Buyer Disclosure Schedule") in the manner provided for in the introductory

paragraph of the Buyer Disclosure Schedule and those matters set forth in the schedules are subject to the terms of Section 14.11.

8.1 ORGANIZATION AND GOOD STANDING. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has the corporate power and authority to carry on its business as it is now being conducted. Buyer is qualified to conduct business in all jurisdictions in which such qualification or authorization is required or necessary, except for those jurisdictions in which failure to be so qualified or authorized has not had and will not have a Buyer Material Adverse Effect.

8.2 CERTIFICATE AND BY-LAWS. Buyer has previously made available to Seller complete and correct copies of Buyer's Charter Documents. Except for the amendment to Buyer's certificate of incorporation contemplated by Section 9.2.1, such Charter Documents have not been further amended and are in full force and effect. The Buyer Disclosure Schedule contains a complete and accurate list of all officers and directors of Buyer and its Subsidiaries.

8.3 CAPITALIZATION. The authorized capital stock of Buyer consists solely of (i) 100,000,000 shares of Class A Common Stock, par value $.01 per share, constituting Buyer Class A Common Stock, (ii) 60,000,000 shares of Class B Common Stock, $.01 par value, constituting Buyer Class B Common Stock, and (iii) 5,000,000 shares of Preferred Stock. The Buyer Class A Common Stock, together with Buyer Class B Common Stock, is referred to as the "Buyer Capital Stock." As of March 29, 2003, 13,523,429 shares of Buyer Class A Common Stock were issued and outstanding, 27,589,250 shares of Buyer Class B Common Stock

were issued and outstanding, no shares of Buyer's Preferred Stock were issued and outstanding, and no shares of Buyer Capital Stock or Buyer's Preferred Stock were reserved for issuance upon the exercise of outstanding options to purchase Buyer Capital Stock. Buyer's Class A Common Stock is duly listed for trading on the New York Stock Exchange and trades independently of and from Buyer's Class B Common Stock.

8.4 CORPORATE AUTHORIZATION; BINDING EFFECT.

(a) Buyer has all requisite corporate power and authority to enter into this Agreement and the Ancillary Agreements and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Ancillary Agreements by Buyer have been duly authorized by its Board of Directors. This Agreement constitutes, and the Ancillary Agreements when executed by Buyer will constitute, the valid and binding obligations of Buyer enforceable against Buyer in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity.

(b) Prior to the execution and delivery of this Agreement, the Board of Directors of Buyer (at a meeting duly called and held) has (i) approved this Agreement and the transactions contemplated hereby, (ii) approved the issuance of the Shares to Seller in accordance with this Agreement, (iii) directed and authorized a meeting of the stockholders of Buyer for the purpose of

approving the issuance of the Shares, and (iv) determined that the transactions contemplated hereby are fair to and in the best interests of the holders of Buyer Capital Stock.

(c) Except as contemplated in Section 8.4(b), no other corporate proceedings on the part of Buyer are necessary to authorize this Agreement or the Ancillary Agreements or to consummate the transactions contemplated hereby or thereby.

8.5 EFFECT OF AGREEMENT. The execution, delivery and performance of this Agreement and the Ancillary Agreements by Buyer and the consummation by Buyer of the transactions contemplated hereby and thereby will not, with or without the giving of notice or the lapse of time or both, assuming compliance with the matters referred to in Section 8.6, (a) violate any Law to which Buyer is subject; (b) violate any judgment, order, writ or decree of any court applicable to Buyer; (c) conflict with or result in the violation of any provision of Buyer's Charter Documents, or (d) result in any violation of, or default under, or give rise to a right of termination, cancellation or acceleration of any obligation or the loss of a material benefit under, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Buyer or any of its Subsidiaries is bound or affected, or result in the creation of any Encumbrance upon any of the properties or assets of Buyer or any of its Subsidiaries, other than any such violation, conflict, default, right, loss, cancellation or acceleration, or Encumbrance that, individually or in the aggregate, would not have a material adverse effect on the business, operations, financial condition, results of operations, or capitalization of Buyer or on

the ability of Seller or Buyer to consummate the transactions contemplated by this Agreement.

8.6 GOVERNMENT AUTHORIZATION. No filing or registration with, or authorization, consent or approval of, any Governmental Entity is required by or with respect to Buyer or any of its Subsidiaries in connection with the execution and delivery of this Agreement by Buyer or is necessary for the consummation of the transactions contemplated hereby except: (i) in connection, or in compliance, with the provisions of the Securities Act, the Exchange Act and any applicable state securities or "blue sky" law, (ii) under the HSR Act, (iii) in connection, or in compliance with the provisions of federal, state and local tax laws, and (iv) such other consents, orders, authorizations, registrations, declarations and filings the failure of which to obtain or make would not have a material adverse effect on the business, operations, financial condition, results of operations or capitalization of Buyer, or prevent the consummation of the transactions contemplated hereby.

8.7 NO OPTIONS, WARRANTS, RIGHTS. Buyer does not have outstanding Equity Securities other than the Buyer Capital Stock. Neither Buyer nor any of its Subsidiaries has any outstanding commitments to issue or sell any Equity Securities, and no securities or obligations evidencing any such right are outstanding. There are no outstanding obligations, written or otherwise, of Buyer or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Buyer Capital Stock. There are no preemptive rights in respect of any Buyer Capital Stock. Neither Buyer nor any of its Subsidiaries owns any Equity Securities of any Person other than its Subsidiaries. Buyer is not a party to any agreements, arrangements or understandings with respect

to the voting, transfer or assignment of the Buyer Capital Stock.

8.8 SUBSIDIARIES.

8.8.1 Buyer's Subsidiaries and their respective jurisdictions of incorporation are identified on the Buyer Disclosure Schedule. Each Subsidiary of Buyer is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and each has the corporate power to own, operate and lease its properties and to carry on its business as now being conducted. Each Subsidiary of Buyer is qualified to conduct its business in all jurisdictions in which such qualification or authorization is required, except for those jurisdictions in which failure to be so qualified or authorized would not have a Buyer Material Adverse Effect.

8.8.2 Except as identified on the Buyer Disclosure Schedule, all of the outstanding capital stock of, or other ownership interests in, each Subsidiary of Buyer, is owned by Buyer, free and clear of all claims, options, charges and Encumbrances, and all of the outstanding shares of capital stock or other equity interests of each Subsidiary of Buyer are validly issued, fully paid and nonassessable.

8.9 CONDUCT OF BUSINESS SINCE MARCH 29, 2003. Since March 29, 2003 and except for transactions contemplated herein or set forth on the Buyer Disclosure Schedule:

8.9.1 There has not been a Buyer Material Adverse Effect.

8.9.2 No event has occurred that would have been prevented by Section 9.2.1 if the terms of said Section had been in effect as of and after March 29, 2003.

8.9.3 Neither Buyer nor any of its Subsidiaries has incurred or assumed any

indebtedness for borrowed funds or purchase money indebtedness, or assumed, guaranteed, endorsed or otherwise become liable or responsible (either directly, contingently or otherwise) for the obligations of any other Person, except in respect of such assumption, guarantees or endorsements for such amounts that are incurred in the ordinary course of Buyer's business.

8.10 SEC DOCUMENTS AND OTHER REPORTS. Buyer has filed all documents required to be filed by it and its Subsidiaries with the SEC since September 28, 2000 (the "Buyer SEC Documents"). As of their respective dates, or if amended as of the date of the last such amendment, the Buyer SEC Documents complied, and all documents required to be filed by Buyer with the SEC after the date hereof and prior to the Effective Time ("Subsequent Buyer SEC Documents") will comply, in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be, and the applicable rules and regulations promulgated thereunder. The consolidated financial statements (including related notes) of Buyer included in the Buyer SEC Documents fairly present in all material respects, and the consolidated financial statements (including related notes) of Buyer included in the Subsequent Buyer SEC Documents will fairly present in all material respects, the consolidated financial position of Buyer and its consolidated Subsidiaries, as at the respective dates thereof and the consolidated results of their operations and their consolidated cash flows for the respective periods then ended (subject, in the case of the unaudited statements, to normal year-end audit adjustments and to any other adjustments described therein and the fact that certain information and notes have been condensed or omitted in accordance with the Exchange Act and the rules and

regulations promulgated thereunder) in conformity with GAAP (except in the case of the unaudited statements) applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto). Since September 28, 2002, Buyer has not made any change in the accounting practices or policies applied in the preparation of its financial statements, except as may be required by GAAP or disclosed in the Buyer SEC Documents. Except for such matters that would not have a Buyer Material Adverse Effect, (i) the receivables of Buyer, as reflected on the latest financial statements included in the Buyer SEC Documents or created subsequent to the date of such financial statements were created in the ordinary course of Buyer's business, (ii) to the knowledge of Buyer and subject to any reserves established therefor in such financial statements, will be collected in accordance with their terms and at their recorded amounts, in accordance with Buyer's prior practices, and (iii) between the date of such financial statements and the date hereof, to the knowledge of Buyer, neither Buyer nor any of its Affiliates has (a) permitted or agreed to any extension in the time for payment of receivables relating to its business other than in the ordinary course of business and consistent with past practice or (b) changed its policies or practices with respect to the extension of credit to customers of Buyer other than in the ordinary course of business and consistent with past practice.

8.11 ACTIONS AND PROCEEDINGS. There are no outstanding orders, judgments, injunctions, awards or decrees of any Governmental Authority against Buyer or any of its Subsidiaries other than those that would not have a Buyer Material Adverse Effect. Except as disclosed in the SEC Documents filed prior to the date hereof, there are no

actions, suits or legal, administrative, regulatory or arbitration proceedings pending or, to the knowledge of Buyer, threatened against Buyer or any of its Subsidiaries that, if adversely determined, would result, individually or in the aggregate, in a Buyer Material Adverse Effect. Neither Buyer nor any of its Subsidiaries nor any property or asset of Buyer or any of its Subsidiaries is subject to (other than as apply to the poultry industry in general) or in violation of any order, executive order, writ, stay, decree, judgment, determination, award or injunction that could reasonably be expected to have a Buyer Material Adverse Effect.

8.12 COMPLIANCE WITH LAWS. Except for such matters that would not have a Buyer Material Adverse Effect, (i) Buyer holds, owns or possesses, and is in compliance with the terms of, all permits, licenses, exemptions, orders and approvals of all Governmental Authorities (other than Environmental Permits, which are exclusively provided for in Section 8.16) necessary for the conduct of its businesses and to own, lease and operate its properties (the "Buyer Permits"), (ii) with respect to the Buyer Permits, no action or proceeding is pending or, to the knowledge of Buyer, threatened by any Governmental Authority, (iii) Buyer's business is being conducted in compliance with all applicable Laws, and (iv) no investigation or review by any Governmental Authority with respect to Buyer is pending or, to the knowledge of Buyer, threatened, in each case, other than disclosed on the Buyer Disclosure Schedule.

8.13 MATERIAL CONTRACTS. The Buyer Disclosure Schedule sets forth, as of the date hereof, a listing of all of the following written (or, to the knowledge of Buyer, oral) agreements to which Buyer or any of its Subsidiaries is a party to or bound by: (a)

employment agreement with an individual requiring payments of compensation in excess of $50,000 per year; (b) consulting agreement with an individual requiring payments of compensation in excess of $50,000 per year; (c) material distributor agreement which is not terminable on ninety (90) days' (or less) notice; (d) joint venture, partnership or similar contract or agreement or equity or debt investment agreements; (e) contracts which are terminable by the other party or parties thereto upon a change of control of Buyer, other than such contracts the termination of which would not, individually or in the aggregate, have a Buyer Material Adverse Effect; (f) contracts or agreements that limit or purport to limit the ability of Buyer or any of its Subsidiaries to compete in any line of business or in any geographic area; (g) collective bargaining or labor agreements; (h) leases of real property pursuant to which Buyer or any of its Subsidiaries is entitled to receive (x) consideration in excess of $100,000 in any calendar year after December 31, 2002, or (y) consideration in excess of $200,000 in the aggregate over the remaining term of such lease; (i) agreements, notes, bonds, indentures or other instruments governing indebtedness for borrowed money, and any guarantee thereof or the pledge of any assets or other security therefore; (j) material requirements, "take or pay" or similar agreements; (k) material powers of attorney or agency agreements; (l) material feed ingredient contracts or commodity future contracts, option contracts or similar agreements, including without limitation, all such agreements that extend beyond sixty (60) days from the date hereof; (m) material agreements or arrangements establishing, creating or relating to any rebate, promotion, advertising coupon or other allowance; (n) material toll processing, co-packing or

similar agreement; or (o) other contract, agreement or arrangement, involving an estimated total future payment or payments in excess of $1,000,000 (other than one time purchase orders with respect to raw materials and one time sales contracts relating to the sale of inventory, each in the ordinary course of business). The contracts required to be so listed are referred to herein as the "Buyer Material Contracts." With respect to all Buyer Material Contracts, (i) all such contracts are the valid and binding obligations of Buyer in full force and effect, (ii) neither Buyer nor any of its Subsidiaries nor, to Buyer's knowledge, any other party to any such Buyer Material Contract is in breach thereof, or default thereunder, and (iii) there does not exist under any provision thereof, or any event that, with the giving of notice or the lapse of time or both, would constitute such a breach or default except for such breaches, defaults and events which in the case of clauses (i), (ii) and (iii) would not, individually or in the aggregate, have a Buyer Material Adverse Effect. Buyer has made available to Seller true and correct copies of all Buyer Material Contracts.

8.14 LABOR RELATIONS.

8.14.1 Except as set forth in the Buyer Disclosure Schedule, neither Buyer nor any of its Subsidiaries is a party to any collective bargaining agreement or other labor union contract applicable to persons employed by Buyer or any of its Subsidiaries.

8.14.2 Except for such matters as would not have a Buyer Material Adverse Effect, there are no (i) labor strikes, disputes, slowdowns, representation or certification campaigns or work stoppages pending, or to Buyer's

knowledge, threatened against or affecting Buyer or any of its Subsidiaries, (ii) grievance or arbitration proceedings, letter agreements or settlement agreements arising out of collective bargaining agreements to which Buyer or any of its Subsidiaries is a party, or (iii) unfair labor practice (within the meaning of the National Labor Relations Act or applicable state statute) complaints pending or, to Buyer's knowledge, threatened against Buyer or any of its Subsidiaries.

8.14.3 Except for such matters as would not have a Buyer Material Adverse Effect, Buyer and its Subsidiaries are in compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment and wages and hours.

8.14.4 Except for such matters as would not have a Buyer Material Adverse Effect, there are, with respect to Buyer and its Subsidiaries, no lawsuits or pending administrative matters before any federal, state or local courts or agencies regarding violations or alleged violations of any federal, state or local wage and hour law or any federal, state or local law with respect to discrimination or harassment on the basis of sex, age, race, color, creed, national origin, disability, religion or any other protected characteristics under such federal, state or local law or involving allegations by any employee concerning alleged discrimination or harassment based on "whistleblower" claims involving allegations of fraud, corporate misconduct, financial mismanagement, environmental compliance or similar claims asserted under federal, state or local laws.

8.14.5 To Buyer's knowledge, as of the date hereof, there is no activity involving any employees seeking to certify a collective bargaining unit. To Buyer's knowledge, as of the date hereof, except as described in the Buyer Disclosure Schedule, no executive, key employee, or group of employees has any plans to terminate employment with Buyer or its Subsidiaries.

8.15 EMPLOYEE PLANS. Except as reflected in the Buyer Disclosure Schedule or as would not have, individually or in the aggregate, a Buyer Material Adverse Effect:

8.15.1 The Buyer Disclosure Schedule sets forth the Employee Plans maintained by Buyer or any Subsidiary of Buyer.

8.15.2 Buyer, each Employee Plan, and the administrator and fiduciaries of each Employee Plan have complied in all material respects with all applicable legal requirements governing each Employee Plan, including, but not limited to, the Code, ERISA, HIPAA and the changes made under the Sarbanes-Oxley Act of 2002. No lawsuits or complaints to, or by, any Person are pending with respect to any Employee Plan.

8.15.3 No Employee Plan is currently under audit, examination or investigation by any government agency, including but not limited to the IRS, the SEC or the DOL.

8.15.4 To the best of Buyer's knowledge, neither Buyer, its Affiliates, an Employee Plan, nor an administrator or fiduciary of any Employee Plan has taken any action, or failed to take any action, that could subject it or him or her or any other Person to any liability for any excise tax, fine or other penalty under

applicable laws or for breach of fiduciary duty under ERISA or the Code with respect to or in connection with any Employee Plan.

8.15.5 Neither Buyer, its Affiliates, an Employee Plan, an administrator or fiduciary of any Employee Plan, nor any other Person has any liability to any Employee Plan participant, beneficiary or other Person under any provision of ERISA, the Code or any other applicable law by reason of any payment of benefits or other amounts or failure to pay benefits or any other amounts, or by reason of any credit or failure to give credit for any benefits or rights (such as, but not limited to, vesting rights) with respect to benefits under or in connection with an Employee Plan. Neither Buyer nor its Affiliates is in arrears with respect to any contributions under or premiums payable for any Employee Plan.

8.15.6 Each funded Employee Plan that is a Pension Plan is qualified under Section 401(a) of the Code, and the trust or trusts maintained in connection with such Employee Plan is or are exempt from tax under Section 501(a) of the Code. A favorable IRS determination letter as to the qualification under the Code has been received for each such Pension Plan. A favorable IRS determination letter as to the qualification under the Code has been received for each such Pension Plan and its related trust or trusts and has been or will be timely amended for the recent tax changes commonly referred to as "GUST", since the date of such determination letter there are not circumstances that are likely to adversely affect the qualification of such Pension Plans, and each such Pension Plan has been

or will be timely amended to comply with the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001.

8.15.7 Buyer is not a participating employer in any Multiemployer Plan (as defined in Section 3(37) of ERISA).

8.15.8 No liability under Subtitle C or D of Title IV of ERISA has been or is expected to be incurred by Buyer of its Affiliates either directly or indirectly with respect to any ongoing, frozen or terminated "single employer plan", within the meaning of Section 4001(a)(14) of ERISA.

8.15.9 All accrued obligations of Buyer or its Affiliates for payments by it to trust or other funds or to any governmental or administrative agency, with respect to pension benefits, unemployment compensation benefits, social security benefits or any other benefits for employees of Buyer and its Affiliates have been paid or adequate accruals therefore have been made in Buyer's financial statements, and none of the foregoing has been rendered not due by reason of any extension, whether at the request of any of Buyer, its Affiliates or otherwise.

8.15.10 Buyer and its Affiliates are in material compliance with the requirements of Sections 162(k) (to the extent applicable prior to its amendment by the Technical and Miscellaneous Revenue Act of 1988) and 4980B of the Code and Section 601 of ERISA and no event or condition exists with respect to any welfare plan that could subject Buyer or its Affiliates to any tax under the foregoing sections of the Code and ERISA.

8.15.11 Neither Buyer nor its Affiliates has any obligation to provide post-retirement

medical or other benefits, except as may be required by Section 4980B of the Code or Part 6 of Title I of ERISA or applicable state medical benefits continuation law, and Buyer and its Affiliates may terminate any such post-retirement medical or other benefits upon thirty (30) days' notice or less without any liability therefore.

8.16 ENVIRONMENTAL. Except as reflected in any environmental site assessments made available to Seller, as are immaterial, or as reflected in the Buyer Disclosure Schedule:

(a) Buyer and its Subsidiaries possess all Environmental Permits necessary under applicable Environmental Laws to conduct their business and operations as currently conducted.

(b) Buyer and its Subsidiaries are, and at all times have been, in compliance with and have not been and are not in violation of or liable under any applicable Environmental Laws and Environmental Permits, and none of Buyer and its Subsidiaries has received any written communication from any Person that alleges that Buyer and its Subsidiaries is not in such compliance.

(c) There are no Environmental Claims pending or, to Buyer's knowledge, threatened, against any of Buyer and its Subsidiaries in either case arising out of (i) any real property currently or formerly owned, leased or operated by any of Buyer and its Subsidiaries, (ii) any current or former operations of any of Buyer and its Subsidiaries, or (iii) any other

properties and assets (whether real, personal or mixed) in which any of Buyer and its Subsidiaries has or had an interest.

(d) None of Buyer and its Subsidiaries has retained, or assumed, either contractually or by operation of law, any liabilities of which Buyer has knowledge arising under applicable Environmental Laws or Environmental Permits.

(e) This Section 8.16 contains the exclusive representations and warranties of Buyer with regard to Environmental Claims, Environmental Laws, Environmental Permits and any other environmental matters in this Agreement.

8.17 ABSENCE OF LIENS. Except for assets disposed of in the ordinary course of business, Buyer and each of its Subsidiaries has valid title to or a valid leasehold in, or a contractual or common law right to use, each item of tangible personal property used in the conduct of Buyer's business free and clear of any Encumbrances, other than Permitted Encumbrances and Encumbrances described in Section 8.17 of the Buyer Disclosure Schedule.

8.18 REAL ESTATE.

(a) The Buyer Disclosure Schedule sets forth a list and description of all material real property owned in fee by Buyer or any of its Subsidiaries (the "Buyer Owned Real Property"). With respect to each such parcel of Buyer Owned Real Property:

(i) Buyer or any of its Subsidiaries has good and marketable title to the parcel of Buyer Owned Real Property, free and clear of any

Encumbrance, except for Permitted Encumbrances and Encumbrances described in Section 8.18(a)(i) of the Buyer Disclosure Schedule;

(ii) there are no pending or, to Buyer's knowledge, threatened condemnation, expropriation, eminent domain or other similar proceedings, lawsuits or administrative actions relating to the Buyer Owned Real Property which materially and adversely affect the current use or occupancy thereof;

(iii) there are no outstanding written or, to Buyer's knowledge, oral rights, agreements, options or rights of first refusal to purchase the parcel of Buyer Owned Real Property, or any portion thereof or interest therein, which have been granted to any other Person;

(iv) to Buyer's knowledge, except as described in Section 8.18(a)(iv) of the Buyer Disclosure Schedule, there are no parties (other than Buyer or any of its Subsidiaries) in possession of or holding any rights to take possession of the parcel of Buyer Owned Real Property; and

(v) except for any matter which would not materially adversely affect the current use of a parcel of Buyer Owned Real Property, to Buyer's knowledge, (a) the legal description for the parcel contained in the deed thereof describes such parcel fully and adequately, (b) the buildings and improvements are located within the boundary lines of the described parcels of land, are not in violation of applicable setback requirements, zoning laws, and

ordinances (and none of the properties or buildings or improvements thereon are subject to "permitted non-conforming use" or "permitted non-conforming structure" classifications), and do not encroach on any easement which may burden the land, (c) the land does not serve any adjoining property for any purpose inconsistent with the use of the land, and (d) the property is not located within any flood plain or subject to any similar type restriction for which any permits or licenses necessary to the use thereof have not been obtained.

(b) The Buyer Disclosure Schedule sets forth a list and description of all material real property leased or subleased to Buyer or any of its Subsidiaries. Buyer has made available to Seller correct and complete copies of the leases and subleases listed in the Buyer Disclosure Schedule. With respect to each such lease and sublease, except as disclosed in the Buyer Disclosure Schedule:

(i) to Buyer's knowledge, such lease or sublease is legal, valid, binding, enforceable, and in full force and effect;

(ii) to Buyer's knowledge, such lease or sublease will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby;

(iii) neither Buyer, its Subsidiaries, nor, to Buyer's knowledge, any other party to the lease or sublease is in material breach or default,

and no event has occurred which, with notice or lapse of time, would constitute a material breach or default or permit termination, modification, or acceleration thereunder;

(iv) to Buyer's knowledge, no party to the lease or sublease has repudiated any provision thereof;

(v) there are no material disputes, oral agreements, or forbearance programs in effect as to the lease or sublease;

(vi) to Buyer's knowledge, with respect to each sublease, the representations and warranties set forth in subsections (i) through (v) above are true and correct with respect to the underlying lease; and

(vii) neither Buyer nor any of its Subsidiaries has assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the leasehold or subleasehold.

8.19 PROXY STATEMENT. The proxy statement to be distributed in connection with Buyer's meeting of stockholders to vote upon the issuance of the Shares pursuant to this Agreement (the "Proxy Statement") will comply as to form in all material respects with the applicable requirements of the Exchange Act, and the rules and regulations promulgated thereunder. Notwithstanding the foregoing, Buyer makes no representation with respect to any statement in the foregoing documents based upon information about Seller or the Acquired Companies supplied by Seller for inclusion therein.

8.20 BROKERS AND FINDERS. Except for Credit Suisse First Boston LLC and Houlihan

Lokey Howard & Zukin Financial Advisors, Inc., Buyer has not employed any investment banker, broker or finder or incurred any liability for any brokerage fees, commissions or finders fees in connection with the transactions contemplated by this Agreement.

8.21 FINANCING. Buyer has obtained all financing, bank consents and bank authorizations necessary to consummate the transactions contemplated hereunder as long as the Purchase Price does not exceed $600,000,000.

8.22 INVENTORY. Except for such matters that would not have a Buyer Material Adverse Effect, to Buyer's knowledge, the inventory of Buyer consists of live, raw materials and supplies, manufactured and purchased parts, goods in process, and finished goods, all of which is merchantable and fit for the purpose for which it was procured or manufactured, and none of which is slow-moving, obsolete, damaged, or defective, subject only to applicable reserves. Since March 29, 2003, the inventory of Buyer has been maintained in all material respects at levels in the ordinary course of business. The inventory of Buyer existing on March 29, 2003 was recorded on the balance sheet of such date included in the Buyer SEC Documents at the lower of its cost or its market value consistent with poultry industry practices.

8.23 CUSTOMERS. The Buyer Disclosure Schedule sets forth a list of as of the end of the Buyer's three (3) fiscal years ended September 30, 2000, September 29, 2001, and September 28, 2002, the top 25 customers determined by chicken product sales during such year (the "Buyer Major Customers"). Buyer has previously provided to Seller a schedule of each of the Buyer's long-term pricing

commitments for the Buyer Major Customers for the fiscal year ending in September 2003 in effect as of the date of this Agreement, and no material reduction in any such commitment has occurred between March 29, 2003 and the date of this Agreement. Except as indicated in the Buyer Disclosure Schedule, none of Buyer's top 25 customers, determined by outstanding receivables as of March 29, 2003, has terminated or materially altered its relationship with the Buyer between March 29, 2003 and the date of this Agreement, or, to Buyer's knowledge, threatened to do so or otherwise notified Buyer of its intention to do so, and there has been no material dispute with any of such customers between March 29, 2003 and the date of this Agreement.

8.24 INTELLECTUAL PROPERTY. Buyer owns, or possesses adequate licenses or other rights to use, all material Intellectual Property Rights currently used or necessary to conduct its business. Without limitation to the foregoing, Buyer owns the trademarks and related Intellectual Property Rights described in Section 8.24 of the Buyer Disclosure Schedule and those trademarks are the only material trademarks used in the business of Buyer. To the knowledge of Buyer, and other than such infringements that would not have a Buyer Material Adverse Effect, (i) the Intellectual Property Rights of the Buyer currently used to conduct its business do not infringe upon any Intellectual Property Rights of others, and (ii) no third party is infringing on the Intellectual Property Rights of Buyer currently used to conduct its business.

8.25 OSHA MATTERS. There are no pending citations against Buyer under any OSHA Laws other than those that would not have a Buyer Material Adverse Effect. To

Buyer's knowledge, neither Buyer nor any of its Subsidiaries is in violation of any OSHA Laws that could reasonably be expected to have a Buyer Material Adverse Effect. This Section 8.25 contains the exclusive representations and warranties of Buyer with regard to OSHA Laws, and any violation thereof or other matter related thereto, in this Agreement.

8.26 TAXES AND TAX RETURNS.

(a) With respect to the Buyer and its Subsidiaries; (i) all material Tax Returns required to be filed by them have been filed, (ii) all Taxes shown to be due on such returns have been paid or accrued, (iii) all Taxes for which a notice of assessment or collection has been received (other than amounts being contested in good faith by appropriate proceedings), have been paid or accrued. No Governmental Authority has asserted any material claim for Taxes, or to the Buyer's knowledge, has threatened to assert any material claim for Taxes.

(b) The statute of limitations has closed for all Tax Returns of the Buyer and its Subsidiaries.

(c) All material Taxes required by law to be withheld or collected with respect to the Buyer and its Subsidiaries have been withheld or collected and paid to the appropriate Governmental Authorities (or are properly being held for such payment).

(d) There are no liens for Taxes upon the material assets of the Buyer and its Subsidiaries (other than Liens for Taxes that are not yet due and payable).

(e) None of the assets of the Buyer and its Subsidiaries are considered tax-

exempt use property or tax-exempt bond financed property within the meaning of sections 168(g)(1)(B) or (C) of the Code.

(f) To Buyer's knowledge, none of the Buyer or its Subsidiaries has a material taxable presence in any jurisdiction where they do not file a Tax Return.

(g) The Buyer and its Subsidiaries have not made or become obligated to make, and will not as a result of the transactions contemplated hereby become obligated to make, any payments that could be nondeductible by reason of Section 280G (without regard to subsection (b)(4) thereof) or 162(m) of the Code, nor will any of the Buyer or its Subsidiaries be required to "gross up" or otherwise compensate any individual because of the imposition of any excise tax on such a payment to the individual.

(h) To Buyer's knowledge, no facts or circumstances have occurred or failed to occur which would cause the inclusion of the suspense account (that Buyer established pursuant to Code Section 447(i)(1)) into the gross income of the Buyer or any member of its affiliated group other than ratably as provided by Code Section 447(i)(5), consistent with Buyer's past practice. In addition, the transactions contemplated in this Agreement will not cause the Buyer or its affiliated group to include the balance of such suspense account into gross income for Tax purposes.

9. COVENANTS.

9.1 COVENANTS OF SELLER.

9.1.1 CONDUCT OF BUSINESS. During the period from the date hereof to the Closing Date, unless Buyer shall otherwise agree in writing or as contemplated by

this Agreement or as necessary or appropriate to satisfy its obligations hereunder, Seller covenants that Seller and its Affiliates, including, without limitation, the Acquired Companies, shall (i) conduct and operate the Business in all material respects in the usual and ordinary course consistent with past practice, (ii) use reasonable commercial efforts to preserve intact the Business and its relationships with growers, suppliers, labor unions, customers and others having business dealings with them that are material to the Business, and (iii) use reasonable commercial efforts to keep available the services of the Business' present officers and key employees. Without limiting the generality of the foregoing, unless Buyer shall otherwise agree in writing (which agreement will not be unreasonably withheld) or as contemplated by this Agreement or as necessary or appropriate to satisfy its obligations hereunder, during the period from the date hereof to the Closing Date, Seller covenants that:

(a) none of the Acquired Companies shall adopt or propose any change in its Charter Documents;

(b) none of Seller or its Affiliates shall authorize for issuance, issue, deliver, sell, pledge, dispose of, encumber or grant any lien on, or authorize or propose the issuance, delivery, sale, pledge, disposition of, encumber or grant of any lien on, any shares of the capital stock of any Acquired Company, or other voting securities or any securities convertible into or exercisable for, or any rights, warrants or options to acquire, any such securities or voting securities or any

other ownership interest in any of the Acquired Companies (or interest the value of which is derived by reference to any of the foregoing), or enter into any agreement with respect to any of the foregoing;

(c) none of the Acquired Companies shall acquire or agree to acquire any business or any corporation, partnership, association or other business, operation, organization or division thereof;

(d) subject to Section 9.4 hereof, none of Seller and its Affiliates shall sell, abandon or otherwise dispose of, or pledge, mortgage or otherwise encumber any material assets of the Business other than in the ordinary course of business;

(e) subject to Section 9.4 hereof, none of Seller and its Affiliates shall other than in the ordinary course of business, waive, release, grant or transfer any rights of material value relating to the Business;

(f) none of Seller and its Affiliates shall modify or amend, or waive any benefit of, any noncompetition agreement benefiting the Business;

(g) none of Seller and its Affiliates shall make any change in any method of financial accounting or financial accounting practice relating to the Business, except as required by applicable Law or to comply with GAAP;

(h) except as required by its terms or in the ordinary course of business, none of Seller and its Affiliates shall amend in any material respect, terminate, renew (except as contemplated by Section 9.1.1(p)) or

renegotiate any Company Material Contract or default in any material respect (or take or omit to take any action that with or without the giving of notice or passage of time or both, would constitute a default in any material respect) under any Company Material Contract or, except as contemplated by Section 9.1.1(p), enter into any new contract which would have been deemed to be a Company Material Contract if it had been in effect on the date hereof;

(i) none of the Acquired Companies shall declare, issue or make any direct or indirect redemption, purchase or other acquisition of any shares of its capital stock or property, declare, issue or make any distribution or dividend to its stockholders in cash or in kind (except as otherwise contemplated by this Agreement) or split, combine, dividend, distribute or reclassify any shares of its capital stock;

(j) none of Seller and its Affiliates shall dispose of or permit to lapse any rights to the use of any material Intellectual Property Rights benefiting the Business, or disclose any such material Intellectual Property Rights not a matter of public knowledge, except for any such disclosure required by applicable Law or judicial process and disclosures made in the ordinary course of business;

(k) none of Seller and its Affiliates shall effect any increase in, amendment to or establishment of any bonus, insurance, severance, deferred compensation, pension, retirement, profit sharing, stock

option, stock purchase or other employee benefit plan or collective bargaining agreement relating to employees of the Business;

(l) except in the ordinary course of business, and except as required by contracts in effect on the date hereof, none of Seller and its Affiliates shall effect any increase in compensation, bonus, severance or termination pay or other benefits payable to the employees of the Business;

(m) none of the Acquired Companies shall make any loan, advance or capital contribution to or investment in any Person in an aggregate amount in excess of $100,000 (excluding any loan, advance or capital contribution to, or investment in, any Acquired Company);

(n) none of the Acquired Companies shall incur or assume any indebtedness for borrowed funds (including obligations in respect of capital leases), assume, guarantee, endorse, or otherwise become liable or responsible (whether directly, contingently, or otherwise) for the obligations of any other Person;

(o) none of Seller and its Affiliates shall change in any material respect its existing practices and procedures with respect to the extension of credit or collection of accounts receivable relating to the Business;

(p) none of Seller and its Affiliates will enter into, with respect to the Business, any fixed price agreement having a term greater than one (1) year and involving greater than $2,500,000 during the term of the contract;

(q) other than the routine replacement and repair of equipment and facilities in the ordinary course of business and capital expenditure commitments existing as of the date hereof, none of Seller and its Affiliates will make any individual capital expenditure on behalf of the Business in an amount in excess of $250,000;

(r) none of Seller and its Affiliates will make material changes in the production capabilities or capacities of the Business' production facilities; and

(s) agree or commit to do any of the actions prohibited by paragraphs (a) through (r) of this Section 9.1.1.

9.1.2 ACCESS TO INFORMATION. During the period from the date hereof until the Closing Date, Seller will, and will cause its Affiliates and their employees, officers, auditors and agents to, provide Buyer and Buyer's counsel, financial advisors, accountants and other authorized representatives (except to the extent not permitted under applicable Law or to the extent resulting in the waiver of attorney-client privilege, as advised by counsel) with reasonable access during normal business hours to the Business' books and records and properties, plants and personnel.

9.1.3 INTERIM FINANCIAL INFORMATION. During the period from the date hereof until the Closing Date, Seller shall promptly provide Buyer with copies of: (i) all monthly financial management reports, Agristat reports and weekly consolidated summary profit and loss statements relating to the Business;

(ii) any notice, report or other document filed with or sent to any Governmental Authority in connection with the transactions contemplated by this Agreement; and (iii) any material notice, report or other document received by any of the Acquired Companies from any Governmental Authority.

9.1.4 NOTICE OF DEVELOPMENTS. During the period from the date hereof until the Closing Date, Seller shall promptly notify Buyer in writing of: (i) the discovery by Seller of any event, condition, fact or circumstance that occurred or existed on or prior to the date of this Agreement and that caused or constitutes a material inaccuracy in any representation or warranty made by Seller in this Agreement or in the Seller Disclosure Schedule; (ii) any event, condition, fact or circumstance that occurs, arises or exists after the date of this Agreement and that would cause or constitute a material inaccuracy in any representation or warranty made by Seller in this Agreement or in the Seller Disclosure Schedule if (A) such representation or warranty or delivery of information had been made as of the time of the occurrence, existence or discovery of such event, condition, fact or circumstance, or (B) such event, condition, fact or circumstance had occurred, arisen or existed on or prior to the date of this Agreement; (iii) any material breach of any covenant or obligation of Seller; and (iv) any event, condition, fact or circumstance that would make the timely satisfaction of any of the conditions set forth in Section 10 impossible or unlikely or that has had or could reasonably be expected to have a

Company Material Adverse Effect. Without limiting the generality of the foregoing, Seller shall promptly advise Buyer in writing of any Action threatened, commenced or asserted against or with respect to any of the Acquired Companies, except where such Action would not be reasonably likely to have a Company Material Adverse Effect. No notification given to Buyer pursuant to this Section 9.1.4 shall limit or otherwise affect any of the representations, warranties, covenants or obligations of Seller contained in this Agreement.

9.2 COVENANTS OF BUYER.

9.2.1 CONDUCT OF BUSINESS. During the period from the date hereof to the Closing Date, unless Seller shall otherwise agree in writing or as contemplated by this Agreement or as necessary or appropriate to satisfy its obligations hereunder, Buyer covenants and agrees that it shall (i) conduct and operate its business and operations in all material respects in the usual and ordinary course consistent with past practice, (ii) use its reasonable commercial efforts to preserve intact its business organization and preserve its relationships with growers, suppliers, labor unions, customers and others having business dealings with it that are material to Buyer and (iii) use its reasonable commercial efforts to keep available the services of its present officers and key employees. Without limiting the generality of the foregoing, unless Seller shall otherwise agree in writing (which agreement shall not be unreasonably withheld) or as contemplated by this Agreement or as necessary or appropriate to satisfy its obligations hereunder, during the

period from the date hereof to the Closing Date, Buyer covenants that it shall not:

(a) adopt or propose any change to its Charter Documents, except for the amendment to Buyer's certificate of incorporation described on Exhibit 9.2.1;

(b) authorize for issuance, issue, deliver, sell, pledge, dispose of, encumber or grant any lien on, or authorize or propose the issuance, delivery, sale, pledge, disposition of, encumber or grant of any lien on, any shares of its capital stock, or other voting securities or any securities convertible into or exercisable for, or any rights, warrants or options to acquire, any such securities or voting securities or any other ownership interest (or interest the value of which is derived by reference to any of the foregoing), or enter into any agreement with respect to any of the foregoing;

(c) acquire or agree to acquire any material business or any material corporation, partnership, association or other business, operation, organization or division thereof; or

(d) declare, issue or make any direct or indirect redemption, purchase or other acquisition of any shares of its capital stock, declare, issue or make any distribution or dividend to its stockholders in cash or in kind (except as otherwise contemplated by this Agreement and normal cash dividends consistent with past practices) or split, combine, dividend, distribute or reclassify any shares of its capital stock.

9.2.2 ACCESS TO INFORMATION. During the period from the date hereof until the Closing Date, Buyer will, and will cause its Affiliates and their employees, officers, auditors and agents to, provide Seller and Seller's counsel, financial advisors, accountants and other authorized representatives (except to the extent not permitted under Law or to the extent resulting in the waiver of attorney-client privilege, as advised by counsel), with reasonable access during normal business hours to Buyer's and its Subsidiaries' books and records and properties, plant and personnel.

9.2.3 CONTRACTS. Buyer acknowledges that various contracts relating to the Business were originally entered into in the name of Seller or an Affiliate of Seller (other than the Acquired Companies). Such contracts have been or, subject to Section 9.12, will be assigned to CPC at or prior to Closing. Buyer shall indemnify and hold Seller and its Affiliates harmless from and against all Liability arising under such contracts, except to the extent Buyer is entitled to indemnification with respect to such Liability pursuant to Section 12.1 hereof. Buyer and Buyer's Affiliates shall use commercially reasonable efforts to obtain the release of Seller and its Affiliates (other than the Acquired Companies) from all Liabilities arising under such contracts. Buyer shall, and shall cause the Acquired Companies to, not renew or otherwise extend, or permit the renewal or extension of, the existing term of any such contracts to the extent Buyer has or gains knowledge of such contracts, other than any such contract with respect to which Seller and its

Affiliates (other than the Acquired Companies) would have no potential Liability.

9.2.4 GUARANTEES. Buyer and Seller shall use their commercially reasonable efforts to cause Buyer to be substituted in all respects for Seller and its Affiliates (other than the Acquired Companies), and Seller and its Affiliates (other than the Acquired Companies) fully released, effective as of the Closing or as soon as possible thereafter, in respect of all obligations of Seller and its Affiliates (other than the Acquired Companies) under each of the guarantees, indemnities, bonding arrangements, letters of credit and letters of comfort given by Seller or its Affiliates (other than the Acquired Companies) for the benefit of the Business (the "Guarantees"), including, without limitation, those which are identified on Exhibit 9.2.4 hereto. If any such release cannot be obtained, (i) Buyer shall indemnify and hold Seller and Seller's Affiliates (other than the Acquired Companies) harmless from and against any Liability relating to any Guarantee not released except to the extent Buyer is entitled to indemnification with respect to such Liability pursuant to Section 12.1 hereof, and (ii) Buyer shall, and shall cause the Acquired Companies to, not renew or otherwise extend the original term of any contract, agreement, lease, or other document or instrument to which such unreleased Guarantee relates to the extent Buyer has or gains knowledge of such unreleased Guarantee.

9.2.5 INTERIM FINANCIAL INFORMATION. During the period from the date hereof until the Closing Date, Buyer shall promptly provide Seller with copies of:

(i) all monthly financial management reports, Agristat reports and weekly consolidated summary profit and loss statements relating to Buyer; (ii) any notice, report or other document filed with or sent to any Governmental Authority in connection with the transactions contemplated by this Agreement; and (iii) any material notice, report or other document received by Buyer from any Governmental Authority.

9.2.6 NOTICE OF DEVELOPMENTS. During the period from the date hereof until the Closing Date, Buyer shall promptly notify Seller in writing of: (i) the discovery by Buyer of any event, condition, fact or circumstance that occurred or existed on or prior to the date of this Agreement and that caused or constitutes a material inaccuracy in any representation or warranty made by Buyer in this Agreement or in the Buyer Disclosure Schedule; (ii) any event, condition, fact or circumstance that occurs, arises or exists after the date of this Agreement and that would cause or constitute a material inaccuracy in any representation or warranty made by Buyer in this Agreement or in the Buyer Disclosure Schedule if (A) such representation or warranty or delivery of information had been made as of the time of the occurrence, existence or discovery of such event, condition, fact or circumstance, or (B) such event, condition, fact or circumstance had occurred, arisen or existed on or prior to the date of this Agreement; (iii) any material breach of any covenant or obligation of Buyer; and (iv) any event, condition, fact or circumstance that would make the timely satisfaction of any of the conditions set forth in Section 10 impossible or

unlikely or that has had or could reasonably be expected to have a Buyer Material Adverse Effect. Without limiting the generality of the foregoing, Buyer shall promptly advise Seller in writing of any Action threatened, commenced or asserted against or with respect to Buyer, except where such Action would not be reasonably likely to have a Buyer Material Adverse Effect. No notification given to Seller pursuant to this Section 9.2.6 shall limit or otherwise affect any of the representations, warranties, covenants or obligations of Buyer contained in this Agreement.

9.2.7 SHARE LISTING. Buyer shall obtain approval for listing, subject to notice of issuance, on the New York Stock Exchange, all Shares to be issued to Seller pursuant to this Agreement.

9.3 NO SOLICITATION. From the date hereof through the date two (2) years after the earlier of the Closing Date and the termination of this Agreement pursuant to Section 11, neither Buyer or any of its Subsidiaries or Affiliates, on the one hand, nor Seller or any of its Subsidiaries or Affiliates, on the other, will, directly or indirectly, except as contemplated by this Agreement, solicit for employment or employ any management level employee of the other party; provided, however, nothing herein shall restrict the above referenced parties from (i) soliciting any such employee by general employment advertising or third party employment agencies (so long as such agencies are not directed by such parties to target such employees), or (ii) hiring any employee who responds to such permitted solicitation or seeks employment on an unsolicited basis. The parties hereto agree that the terms of this Section 9.3 shall

specifically supercede Section 7 of the Confidentiality Agreement and Section 7 of the Confidentiality Agreement is hereby terminated.

9.4 EXCLUDED ASSETS.

9.4.1 RETAINED INTELLECTUAL PROPERTY. Seller specifically and exclusively retains all right, title and interest in and to the name "ConAgra," "Butterball," "Country Skillet," "Banquet," "Fresh Trace," "Oven Bake" and "Game Time" (and derivations thereof) and to any logos, trademarks, service marks, trade names, domain names, copyrights and trade dress related thereto (the "Retained Intellectual Property"). Buyer acknowledges that, except as provided in the Transition Trademark License Agreement, it will not acquire, and that the Acquired Companies do not own, any right, title or interest in or to the Retained Intellectual Property. Buyer agrees that as promptly as practicable after Closing, except as required by any agreement to which an Acquired Company was bound immediately prior to Closing, it will cause the Acquired Companies to discontinue the use of any advertising or other form of media that uses or references any such Retained Intellectual Property, except as permitted by the Transition Trademark License Agreement. Buyer further agrees that as soon as practicable, but in no event longer than one (1) year after the Closing Date, it shall remove all signage which refers to any Retained Intellectual Property, and take all such other action as may be necessary to dissociate Seller with the operations of the Business after Closing, except as permitted by the Transition Trademark License Agreement.

9.4.2 CORPORATE SERVICES; INSURANCE. Buyer acknowledges that the Acquired Companies are covered by certain insurance policies and insurable risk programs made available through Seller and described on Exhibit 9.4.2. With respect to any loss, Liability or damage relating to, resulting from or arising out of the conduct of the Business on or prior to the Closing Date for which Seller would be entitled to assert, or cause any Affiliate or other Person to assert, a claim for recovery under any policy of insurance maintained by or for the benefit of Seller or any Affiliate thereof in respect of the Business, at the request of the Acquired Companies, (x) Seller shall use its reasonable efforts to assert, or to assist the Acquired Companies to assert, one or more claims under such insurance covering such loss, Liability or damage if none of the Acquired Companies are entitled to assert such claim, but Seller or an Affiliate thereof is so entitled, in all events subject to applicable deductibles and retentions, (y) Seller shall provide the Acquired Companies with any recoveries under such insurance, in all events subject to applicable deductibles and retentions, and (z) Seller shall provide the Acquired Companies with access to any applicable insurance policies. Buyer further acknowledges that the systems and services listed on Exhibit 9.4.2 hereto (the "Corporate Services") are supplied by Seller or its Affiliates to the Business, and (ii) Buyer will not acquire, and the Acquired Companies do not own, any right, title or interest in or to the Corporate Services.

9.4.3 RETAINED ASSETS. The Retained Assets shall be distributed by the Acquired Companies to Seller or its designees at or before Closing.

9.5 RECORD RETENTION. Except as set forth below and also subject to Section 13 hereof, Buyer will cause all books and records relating to the Business as of the Closing (the "Records") to be retained for seven (7) years after Closing. In addition, except as set forth below and also subject to Section 13 hereof, to the extent any books and records relating to the Business are retained by Seller following Closing (the "Retained Records"), Seller shall retain the Retained Records for seven (7) years after Closing. During such term, each party shall allow the other party and its representatives access to inspect or copy the Records and Retained Records, as appropriate, during normal business hours. In the event a party intends to destroy any Records or Retained Records in its control at the end of such seven (7) year term, such party shall first notify the other party at which time the other party shall have the right to remove the Records at its own cost. The parties acknowledge that, in the past, they have routinely disposed of certain books and records on a periodic basis and have not retained such books and records for seven (7) years. Notwithstanding the foregoing, each party may continue such routine periodic record destruction so long as prior to such destruction, the party intending to destroy the records notifies the other party of the nature of such destruction and permits the other party to remove and retain such records at its expense.

9.6 GOVERNMENTAL APPROVALS.

9.6.1 Subject to the terms and conditions herein provided and applicable legal requirements, each of the parties hereto agrees to use its commercially reasonable efforts to take, or cause to be taken, all action, and to do, or

cause to be done, and to assist and cooperate with the other parties hereto in doing, as promptly as practicable, all things necessary, proper or advisable under applicable Laws to ensure that the conditions set forth in Section 10 are satisfied and to consummate and make effective the transactions contemplated by this Agreement.

9.6.2 Each of the parties shall use its commercially reasonable efforts to obtain as promptly as practicable all consents, waivers, approvals, authorizations or permits of, or registration or filing with or notification to, any Governmental Authority or any other Person required in connection with, and waivers of any violations, defaults or breaches that may be caused by, such party's consummation of the transactions contemplated by this Agreement.

9.6.3 Each party hereto shall promptly inform the other of any communication from the FTC, the DOJ, the SEC or any other Governmental Authority regarding any of the transactions contemplated by this Agreement. If any party hereto or any Affiliate thereof receives a request for additional information or documentary material from any such Governmental Authority with respect to the transactions contemplated by this Agreement, then such party shall use commercially reasonable efforts to cause to be made, as soon as reasonably practicable and after consultation with the other party, an appropriate response in compliance with such request.

9.6.4 Without limiting the generality of the foregoing, each of the parties will

use commercially reasonable efforts to obtain all authorizations or waivers required under the HSR Act to consummate the transactions contemplated hereby, including, without limitation, making all filings required of it with the Antitrust Division of the DOJ and the FTC required in connection therewith (the initial filings to occur no later than three (3) business days following the execution and delivery of this Agreement) and responding as promptly as practicable to all inquiries received from the DOJ, the FTC or any Governmental Authority for additional information or documentation. Buyer shall pay all of its filing and its legal fees associated with the filings referenced in this Section 9.6.4, and Seller shall pay all of its filing and its legal fees associated with the filings referenced in this Section 9.6.4. Each of Buyer and Seller shall furnish to the other such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission which is necessary under the HSR Act.

9.7 INVESTIGATION AND AGREEMENT BY THE PARTIES; NO OTHER REPRESENTATIONS OR WARRANTIES.

(a) Buyer, on the one hand, and Seller, on the other hand, each acknowledge and agree that it has made its own inquiry and investigation into, and, based thereon, has formed an independent judgment concerning, the other party and its Subsidiaries and their business and operations, and such party has requested such documents and information from the other party as such party considers material in determining whether to enter into this Agreement and to consummate the transactions contemplated in this Agreement. Buyer, on the one hand, and Seller, on the other hand, each acknowledges and agrees that it has had an opportunity to ask all questions of and receive answers from the other party with respect to any matter such party considers material in determining whether to enter into this

Agreement and to consummate the transactions contemplated in this Agreement. In connection with each party's investigation of the other party and its Subsidiaries and their business and operations, each party and its representatives have received from the other party or its representatives certain projections and other forecasts for the other party and its Subsidiaries and certain estimates, plans and budget information. Each party acknowledges and agrees that there are uncertainties inherent in attempting to make such projections, forecasts, estimates, plans and budgets; that such party is familiar with such uncertainties; that such party is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections, forecasts, plans and budgets so furnished to it or its representatives; and that such party will not (and will cause all of its respective Subsidiaries or other Affiliates or any other Persons acting on its behalf to not) assert any claim or cause of action against the other party or any of the other party's directors, officers, employees, agents, stockholders, Affiliates, consultants, counsel, accountants, investment bankers or representatives with respect thereto, or hold any such other Person liable with respect thereto.

(b) Each of Buyer, on the one hand, and Seller, on the other hand, agree that, except for the representations and warranties made by the other party that are expressly set forth in this Agreement, the other party has not made and shall not be deemed to have made to such party or to any of its representatives or Affiliates any representation or warranty of any kind. Without limiting the generality of the foregoing, each party agrees that neither the other party nor any of its representatives or Affiliates makes or has made any representation or warranty to such party or to any of its representatives or Affiliates with respect to:

(i) any projections, forecasts, estimates, plans or budgets of future revenues, expenses or expenditures, future results of operations (or any component thereof), future cash flows (or any component thereof) or future financial condition (or any component thereof) of the other party or any of its Subsidiaries or the future business, operations or affairs of the other party or any of its Subsidiaries heretofore or hereafter delivered to or made available to such party or its counsel, accountants, advisors, lenders, representatives or Affiliates; and

(ii) any other information, statement or documents heretofore or hereafter delivered to or made available to such party or its counsel, accountants, advisors, lenders, representatives or Affiliates with respect to the other party or any of its Subsidiaries, except to the extent and as expressly covered by a representation

and warranty made by the other party and contained in this Agreement.

9.8 LITIGATION.

9.8.1 COMPANY LITIGATION. Buyer acknowledges that various Actions are now pending or may arise after the date hereof which result from operations of the Business or Acquired Companies and which name, or may in the future name, Seller (and/or one or more of Seller's Affiliates), either individually, together with one or more Acquired Companies, or otherwise, as a party thereto, including, without limitation, the Actions which are described in the Seller Disclosure Schedule (the "Company Litigation"); provided, however, that for purposes of this Agreement, the term "Company Litigation" shall not include the Retained Litigation. Except as to matters subject to Seller's indemnification obligations under Section 12.1, Buyer shall indemnify and hold Seller and Seller's Affiliates harmless from and against all Liability relating to the Company Litigation including, without limitation, all costs and expenses of defending the Company Litigation. Buyer may settle or compromise any such Company Litigation (i) with the written consent of Seller, which consent shall not be unreasonably withheld or delayed, or (ii) without such consent, so long as such settlement or compromise includes (A) an unconditional release of Seller and/or its Affiliates, as the case may be, from all Liability in respect of such Company Litigation, (B) does not subject Seller or its Affiliates to any injunctive relief or other equitable remedy, and (C) does not include a

statement or omission of fault, culpability or failure to act by or on behalf of Seller or its Affiliates. Seller and its Affiliates shall have the right, but not the obligation, to participate at their own expense in the defense of any Company Litigation and any such participation shall not in any way diminish or lessen the obligations of Buyer hereunder. Seller shall reasonably cooperate with Buyer, at Buyer's cost and expense, in connection with the defense of any Company Litigation and, in connection therewith, shall furnish on a timely basis all such information, records, documents and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested by Buyer, and provide, on a timely basis, access to and availability of its employees for purposes of such litigation, including, without limitation, for purposes of assisting in trial preparation and the conduct of any trial.

9.8.2 RETAINED LITIGATION. Notwithstanding anything contained in this Agreement to the contrary, the parties hereto agree that Seller, at its cost and expense, shall retain, and shall have the sole right to control, all claims and causes of action which have been asserted or may be asserted in the future by or on behalf of the Acquired Companies in the following captioned lawsuits and/or any other lawsuits which may be filed in the future with respect to the subject matter of such captioned lawsuits (hereinafter collectively referred to as the "Retained Litigation"):

(a) In re Linerboard Antitrust Litigation, MDL Docket No. 1261 (E.D. Pa.),

(b) In re Vitamins Antitrust Litigation (MDL No. 1285) Misc. 99-0197 (D.D.C.), and

(c) Giral v. F-Hoffman LaRoche, Civil Action No. 98 CA 7467 (D.C. Sup. Ct.); including any appeals thereof.

Seller shall be entitled to receive and retain the benefits of any judgment awarded or settlement reached in connection with the Retained Litigation. Buyer shall, and shall cause the Acquired Companies to, reasonably cooperate with Seller, at Seller's cost and expense, in respect to the Retained Litigation and, in connection therewith shall furnish, on a timely basis, all information, records, documents and testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested by Seller and provide, on a timely basis, access to, and availability of, Company Employees for purposes of such litigation, including, without limitation, for purposes of assisting in trial preparation and the conduct of any trial. Seller may settle or compromise the Retained Litigation (i) with the written consent of Buyer, which consent shall not be unreasonably withheld or delayed, or (ii) without such consent, so long as such settlement or compromise includes (a) an unconditional release of the Acquired Companies from all Liability in respect of such Retained Litigation to the extent any of the Acquired Companies are named as a defendant in such Retained Litigation or it would be reasonable to expect that any of the Acquired Companies will be named as defendants in

connection with such Retained Litigation, (b) does not subject Buyer or its Affiliates (including the Acquired Companies) to any injunctive relief or any equitable remedy and (c) does not include a statement or admission of fault, culpability, or failure to act by or in behalf of Buyer or its Affiliates (including the Acquired Companies).

9.9 PROXY STATEMENT. As promptly as practicable, Buyer shall prepare and, after receipt from Seller of the audited financial statements referred to in Section 9.15, file with the SEC the Proxy Statement in preliminary form. Buyer shall use commercially reasonable efforts to have the Proxy Statement cleared by the SEC as soon as practicable. Seller shall cooperate with Buyer in the preparation of the Proxy Statement, including providing Buyer with such information relating to Seller and its Affiliates and the Business as may be required to comply with the rules of the SEC. If, at any time prior to the Effective Time, any event or circumstance relating to Buyer or Seller, any Subsidiary of Buyer or Seller, or their respective officers or directors, should be discovered by a party which should be set forth in an amendment or a supplement to the Proxy Statement, such party shall promptly inform the other party and the parties shall cooperate in taking appropriate action in respect thereof.

9.10 PROXY STATEMENT; STOCKHOLDER APPROVAL.

(a) Buyer, acting through its Board of Directors, shall, subject to and in accordance with applicable Law, its Certificate of Incorporation and its By-Laws, promptly and duly call, give notice of, convene and hold as soon as practicable following the date the Proxy Statement has been

cleared by the SEC, a meeting of the holders of Buyer Common Stock for the purpose of voting to approve the issuance of the Shares pursuant to this Agreement and the rules of the New York Stock Exchange (the "Buyer Stockholder Meeting"), and recommend to the stockholders of Buyer the issuance of the Shares and include in the Proxy Statement such recommendation.

(b) Buyer, as promptly as practicable, shall cause the definitive Proxy Statement to be mailed to its stockholders as soon as practicable following the date on which it is cleared by the SEC.

9.11 BATESVILLE PROPERTY. Seller shall, following the date hereof, take all necessary action to "split" or otherwise "subdivide" the real estate relating to Seller's and CPC's Batesville, Arkansas facilities (the "Shared Property") along the lines as set forth on Exhibit 9.11 hereof. Parcel X as identified on Exhibit 9.11 is and shall be a Retained Asset and shall, as of and after the Closing Date, continue to be owned by Seller. Parcels Y and Z as identified on Exhibit 9.11 are and shall be included with the Business and, prior to the Closing Date, shall be conveyed by Seller to CPC. Buyer and Seller shall use their mutual best efforts to identify and resolve on or prior to the Closing Date, or as soon as possible thereafter, all issues relating to the Shared Property to provide for the independent use and enjoyment of Parcel X by Seller and Parcels Y and Z by CPC, such that such properties can be independently operated after Closing on substantially the same basis as such properties were operated prior to such split or subdivision, including, without limitation, executing and delivering cross-use and/or cross-easement agreements

relating to access, use, parking and the like, and obtaining separate utility services for each parcel.

9.12 UNASSIGNABLE CONTRACTS. If (i) any third-party's (including any Governmental Authority's) consent or approval to the assignment or other transfer to the applicable Acquired Company of a contract to be transferred pursuant to a provision of this Agreement has not been obtained prior to the Closing, then as to the burdens, obligations, rights or benefits under or pursuant to such contracts (collectively, the "Rights") not assignable to the applicable Acquired Company because such consent or approval has not been obtained:

(a) Seller shall, and shall cause its Subsidiaries to, hold the Rights in trust for the applicable Acquired Company, for the account and benefit of the applicable Acquired Company;

(b) After the Closing, (i) Seller shall, and shall cause its Affiliates other than the applicable Acquired Company, to take such reasonable actions and do all such things as shall be reasonably necessary or desirable in order that the value of the Rights shall be preserved and shall inure to the benefit of the applicable Acquired Company and such that all benefits under the Rights may be received by the applicable Acquired Company, and (ii) Buyer shall cause the applicable Acquired Company to perform the burdens and obligations under such Rights; and

(c) After the Closing, Seller and Buyer shall continue to use their respective reasonable efforts to obtain such consent or approval.

9.13 NON-COMPETITION AND NON-INTERFERENCE. From Closing through a period of five

(5) years after the Closing Date, neither Seller nor any of its Subsidiaries will, within North America or Central America (including Puerto Rico and the Caribbean region), without the prior written consent of Buyer, (A) directly or indirectly engage in (i) the growing or slaughtering of chickens, (ii) an integrated chicken operation that grows, slaughters and processes chickens, (iii) the sale of fresh chicken, or (iv) the sale of fresh frozen chicken (whole or parts) that has not been further processed (collectively, the "Restricted Activities") (other than through their ownership of Shares or other ownership interests in Buyer and other than as a holder of less than 2% of the outstanding capital stock of a publicly traded corporation), or (B) (i) use, license or otherwise allow any third party to use (to the extent Seller has rights to limit such use) the name "Butterball," or use or license any third party to use the name "Country Skillet," or in either case any derivation thereof, as a trademark, service mark, trade name or domain name in connection with any Restricted Activity, or (ii) use, license or convey any rights to a third party to any trade dress or copyright associated with products marketed under such name or mark in connection with any Restricted Activity. If Seller fails to keep or perform every covenant of this Section 9.13, Buyer shall be entitled to specifically enforce the same by injunction in equity in addition to any other remedies which Buyer may have. If any portion of this Section 9.13 shall be invalid or unenforceable, such invalidity or unenforceability shall in no way be deemed or construed to affect in any way the enforceability of any other provision of this Section 9.13. If any court in which Buyer seeks to have the provisions of this Section 9.13 enforced determines that the activities, time or geographic area

hereinabove specified are too broad, such court may determine a reasonable activity, time or geographic area and shall enforce this Section 9.13 for such activity, time and geographic area.

9.14 TRANSFERS OF BUSINESS ASSETS. Seller shall cause its assets and Liabilities to be transferred and assigned so that the representations and warranties contained in Sections 7.19 and 7.25 are true and correct in all material respects as of the Closing.

9.15 AUDIT. Seller shall cause combined, consolidated financial statements meeting the requirements of Regulation S-X and otherwise in a form that meets the requirement of Schedule 14A under the Exchange Act for, with respect to the balance sheets required thereby, the two (2) consecutive fiscal years ending May 25, 2003 and, with respect to the related statements of earnings and cash flows required thereby, the three (3) consecutive fiscal years ending May 25, 2003, to be prepared for the Business and audited by Deloitte as promptly as practicable. Buyer shall be able to review such draft combined, consolidated financial statement for the Business, and the related workpapers, prior to issuance to ensure that they are appropriate for inclusion in its proxy statement to be filed with the SEC. At the request of Buyer, Seller shall use its commercially reasonable efforts to cause Deloitte to consent to the inclusion of their related audit report in Buyer's future SEC filings.

9.16 COVENANT NOT TO DISCLOSE. Seller agrees that as the owner of the Business, it and its Affiliates may possess certain data and knowledge of operations of the Business which may be proprietary in nature and confidential, including certain

trade secrets (herein, "Business Confidential Information"). Seller covenants and agrees that neither it nor any of its Affiliates will, at any time after the Closing, reveal, divulge or make known to any Person (other than Buyer) or use for its own account or for the account of any Person, any Business Confidential Information. Seller further covenants and agrees that neither it nor any of its Affiliates shall divulge any such Business Confidential Information which it may acquire during any transition period in which it assists or consults with Buyer or its Affiliates to facilitate the transfer and the continued success of the Business. Notwithstanding the foregoing, it is understood that the foregoing provisions shall apply only to Business Confidential Information which relates exclusively to the Business and not to information which is otherwise used in connection with Seller's other operations. In addition, notwithstanding the foregoing, it shall not be a violation of the covenant set forth in this Section 9.16 for Seller to disclose information if required to do so by court order or if any information disclosed by Seller is in the public domain other than as a result of conduct by Seller or its Affiliates which constitutes the breach of a confidentiality obligation to Buyer.

9.17 STANDSTILL. During the period from the date hereof until the earlier of the Closing Date and the termination of this Agreement pursuant to Section 11, Seller agrees not to, and will not permit any of its Affiliates to, directly or indirectly (a) trade in the Buyer's securities in violation of applicable securities laws, (b) offer, pledge, sell, contract to sell, grant or otherwise transfer or dispose of any of the Buyer Capital Stock or any securities convertible into or exercisable or exchangeable for Buyer Capital Stock or (c) enter into any swap, short position or other

arrangement that transfers all or a portion of the economic consequences associated with the ownership of any Buyer Capital Stock (regardless of whether any of the transactions described in clause (b) or (c) is to be settled by the delivery of Buyer Capital Stock, or such other securities, in cash or otherwise).

9.18 EXPIRED INTELLECTUAL PROPERTY RIGHTS. Section 9.18 of the Seller Disclosure Schedule contains a list of expired, lapsed and/or abandoned trademarks and patents ("Expired Intellectual Property Rights") in which Seller or the Acquired Companies may or may not hold some residual rights. Notwithstanding anything in this Agreement to the contrary, Buyer agrees that, effective as of the Effective Time, the Expired Intellectual Property Rights shall be deemed conveyed to Buyer on an "as is" basis without any representations and warranties whatsoever except that, to the knowledge of Seller, none of Seller or its Affiliates have sold, licensed or otherwise assigned any such Expired Intellectual Property Rights. Without limiting the generality of the foregoing, Buyer agrees that the representations and warranties set forth in Section 7.11 shall not apply to the Expired Intellectual Property Rights and that Seller hereby disclaims all other warranties and representations relating to the Expired Intellectual Property Rights, including but not limited to, warranties of title, validity, enforceability, revival rights and non-infringement.

9.19 CUBAN INTELLECTUAL PROPERTY RIGHTS. Notwithstanding anything in this Agreement to the contrary, no right, title or interest in or to any Intellectual Property Rights in Cuba shall be assigned, transferred or licensed from Seller to Buyer unless and until the parties have complied with all applicable laws and

regulations, including the receipt of any necessary approval, consent or license from the Office of Foreign Assets Control of the United States Department of the Treasury.

9.20 LIABILITIES AND INVESTMENTS. Except as disclosed on Exhibit 9.20, Seller shall cause the Acquired Companies not to be obligated under any Indebtedness or hold any Restricted Investments (as those terms are defined in the subordinated indenture related to the Subordinated Promissory Note) immediately prior to the Closing.

9.21 RIGHTS AS HOLDER OF SHARES. As long as Seller holds any Shares issued pursuant to this Agreement, the rights and privileges of Buyer's Class A common stock and Class B common stock (including dividend rights) will be identical, except as otherwise set forth in subparts (1) through (6) under the heading "Common Stock" of Article Fourth of Buyer's Certificate of Incorporation in effect as of the Closing Date.

10. CONDITIONS PRECEDENT TO OBLIGATIONS.

10.1 CONDITIONS TO EACH PARTY'S OBLIGATIONS. The respective obligations of each party to consummate the transactions contemplated herein shall be subject to the satisfaction or waiver on or prior to the Closing Date of the following conditions:

(a) GOVERNMENTAL APPROVALS. All authorizations, consents, orders, declarations or approvals of, or filings with, or terminations or expirations of waiting periods imposed by, any Governmental Authority, which the failure to obtain, make or occur would have the effect of making any of the transactions contemplated hereby illegal, shall have been obtained, shall have been made or shall have occurred.

(b) HSR ACT. The waiting period (and any extension thereof) under the HSR Act and any other applicable antitrust Laws shall have expired or been terminated.

(c) NO INJUNCTION. No Governmental Authority having jurisdiction over Seller or Buyer, or any of their 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.

(d) STOCKHOLDER APPROVAL. The issuance of the Shares pursuant to this Agreement shall have been adopted by the requisite vote of the stockholders of Buyer in accordance with the rules of the New York Stock Exchange.

10.2 CONDITIONS TO OBLIGATION OF BUYER. The obligation of Buyer to consummate the transactions contemplated herein shall be subject to the satisfaction on or prior to the Closing Date of the following additional conditions, unless waived in writing by Buyer:

(a) REPRESENTATIONS AND WARRANTIES. Each of the representations and warranties of Seller set forth in this Agreement shall be true and correct in all respects as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date) as of the

Closing Date as though made on and as of the Closing Date, except for such inaccuracies (without giving effect to any limitations as to materiality or a Company Material Adverse Effect set forth in such representations and warranties) that, individually or in the aggregate, would not have a Company Material Adverse Effect. Buyer shall have received an officers' certificate signed on behalf of Seller by the Chief Executive Officer and Chief Financial Officer (or any other two executive officers) of Seller to such effect.

(b) PERFORMANCE OF OBLIGATIONS OF SELLER. Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date, and Buyer shall have received an officers' certificate signed on behalf of Seller by the Chairman and Chief Financial Officer (or any other two executive officers) of Seller to such effect.

(c) DELIVERIES. The deliveries by Seller referred to in Section 4 shall have been made.

(d) AUDITED FINANCIAL STATEMENTS. Seller shall have delivered to Buyer the audited combined, consolidated financial statements referred to in Section 9.15. Subject to the matters described in A.19 of Section 7.8 of the Seller Disclosure Schedule, the results of operations and financial condition reflected in such combined, consolidated financial statements shall not be materially different from the results of operations and financial condition reflected in the Financial Statements for the corresponding periods.

(e) COMPANY CLOSING MATERIAL ADVERSE EFFECT. No Company Closing Material Adverse Effect shall have been incurred or suffered and Buyer shall have received an officers' certificate signed on behalf of Seller by the Chief Executive Officer and the Chief Financial Officer (or any other two executive officers) of Seller to such effect.

10.3 CONDITIONS TO OBLIGATION OF SELLER. The obligation of Seller to consummate the transactions contemplated herein shall be subject to the satisfaction on or prior to the Closing Date of the following additional conditions, unless waived in writing by Seller:

(a) REPRESENTATIONS AND WARRANTIES. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all respects as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date, except for such inaccuracies (without giving effect to any limitations as to materiality or a Buyer Material Adverse Effect set forth in such representations and warranties) that, individually or in the aggregate, would not have a Buyer Material Adverse Effect. Seller shall have received an officers' certificate signed on behalf of Buyer by the Chairman and Chief Financial Officer (or any other two executive officers) of Buyer to such effect.

(b) PERFORMANCE OF OBLIGATIONS OF BUYER. Buyer shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date, and Seller shall have received

an officers' certificate signed on behalf of Buyer by the Chairman and Chief Financial Officer (or any other two executive officers) of Buyer to such effect.

(c) DELIVERIES. The deliveries by Buyer referred to in Section 4 shall have been made.

(d) LISTING OF SHARES. The Shares to be issued to Seller pursuant to this Agreement shall have been approved for listing, subject to notice of issuance, on the New York Stock Exchange.

(e) BUYER CLOSING MATERIAL ADVERSE EFFECT. No Buyer Closing Material Adverse Effect shall have been incurred or suffered and Seller shall have received an officers' certificate signed on behalf of Buyer by the Chief Executive Officer and the Chief Financial Officer (or any other two executive officers) of Buyer to such effect.

11. TERMINATION.

11.1 TERMINATION. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, at any time prior to the Closing Date:

(a) by mutual written agreement of Seller and Buyer;

(b) by either Seller or Buyer, if Closing shall not have occurred on or before December 31, 2003, as such date may be extended by the 30-day cure period provided for in Sections 11.1(d) and (e) (the "Termination Date"); provided that the party seeking to terminate this Agreement pursuant to this Section 11.1(b) shall not have breached in any material respect its obligations under this Agreement in any manner that shall have

proximately caused the failure to consummate the transactions contemplated herein on or before the Termination Date;

(c) by either Seller or Buyer, if: (i) any permanent injunction, order, decree or ruling by any Governmental Authority of competent jurisdiction preventing the consummation of the transactions contemplated herein shall have become final and nonappealable, or (ii) the HSR Act waiting period has failed to terminate prior to the Termination Date, or any approval or consent of the FTC, DOJ or any Governmental Authority required in order to consummate the transactions contemplated under this Agreement has not been obtained by such date;

(d) by Buyer, if there has been a breach of one or more representations or warranties of Seller set forth in this Agreement or one or more material breaches of the covenants or agreements of Seller set forth in this Agreement, which breach is not curable or, if curable, is not cured within thirty (30) days after written notice of such breach is given by Buyer to Seller; provided, however, that this termination right under this Section 11.1(d) shall not be available with respect to breaches of representation and warranties unless the individual or aggregate impact of all inaccuracies of such representations and warranties (without regard to any materiality or Company Material Adverse Effect qualifier(s) contained in such representations and warranties) would have a Company Material Adverse Effect;

(e) by Seller, if there has been a breach of one or more representations or

warranties of Buyer set forth in this Agreement or one or more material breaches of the covenants or agreements of Buyer set forth in this Agreement, which breach is not curable or, if curable, is not cured within thirty (30) days after written notice of such breach is given by Seller to Buyer; provided, however, that this termination right under this Section 11.1(e) shall not be available with respect to breaches of representations and warranties unless the individual or aggregate impact of all inaccuracies of such representations and warranties (without regard to any materiality or Buyer Material Adverse Effect qualifier(s) contained in such representations and warranties) would have a Buyer Material Adverse Effect;

(f) by either Buyer or Seller if (i) the Stockholders' Meeting (including any adjournments and postponements thereof) shall have been held and completed and Buyer's stockholders shall have voted on a proposal to approve the issuance of shares pursuant to this Agreement, and (ii) the issuance of shares pursuant to this Agreement shall not have been approved at such meeting (and shall not have been approved at any adjournment or postponement thereof) by the required stockholder vote; provided, however, that (A) a party shall not be permitted to terminate this Agreement pursuant to this Section 11.1(f) if the failure to obtain such stockholder approval is attributable to a failure on the part of such party to perform any material obligation required to be performed by such party at or prior to the Closing, and (B) Buyer shall not be permitted to terminate

this Agreement pursuant to this Section 11.1(f) unless Buyer shall have made the payment required to be made to Seller pursuant to Section 11.3;

(g) by Buyer if the Average Price is less than $5.35 and the conditions precedent to Closing contained in Section 10.1 have been satisfied or waived and Seller shall not have taken the actions described in Section 3.3.4 to prevent such termination;

(h) by Buyer if, since the date of this Agreement, there shall have occurred any Company Closing Material Adverse Effect, or any event or circumstance that, in combination with any other events or circumstances, could reasonably be expected to have a Company Closing Material Adverse Effect, which effect, or the underlying event or circumstance, is not curable or, if curable, is not cured within thirty (30) days after written notice thereof is given by Buyer to Seller;

(i) by Seller if, since the date of this Agreement, there shall have occurred any Buyer Closing Material Adverse Effect, or any event or circumstance that, in combination with any other events or circumstances, could reasonably be expected to have a Buyer Closing Material Adverse Effect, which effect, or the underlying event or circumstance, is not curable, or, if curable, is not cured within thirty (30) days after written notice thereof is given by Seller to Buyer; and

(j) by Seller if the Estimated Purchase Price exceeds $600,000,000 and Buyer shall not have taken the actions described in Section 3.3.5 to prevent such termination.

11.2 EFFECT OF TERMINATION. In the event of termination of this Agreement pursuant to this Section 11, the transactions contemplated hereby shall be deemed abandoned and this Agreement shall forthwith become void, except that the provisions of this Section 11.2, Section 9.3, Section 11.3, Section 14.3 and the terms of the Confidentiality Agreement shall survive any termination of this Agreement; provided, however, that nothing in this Agreement shall relieve any party from liability for any breach of this Agreement.

11.3 TERMINATION PAYMENT. If Seller terminates the transactions contemplated hereunder for any reason, other than pursuant to Sections 11.1(a), (b), (c), (e), (f), (i) or (j), then Seller shall immediately pay Buyer $25,000,000. If Buyer terminates the transactions contemplated under this Agreement for any reason other than pursuant to Sections 11.1(a) (b), (c), (d) or (h) then Buyer shall immediately pay Seller $25,000,000. Such payments shall be in addition to any other remedies or damages available to the non-breaching party resulting from or arising in connection with the other party's breach of this Agreement.

12. GENERAL INDEMNITY.

12.1 INDEMNIFICATION OF BUYER BY SELLER. In addition to the other indemnification obligations of Seller set forth in this Agreement (the "Seller Indemnities"), from and after the Closing, Seller shall indemnify and hold Buyer, and the directors, officers, employees and Affiliates of Buyer, harmless against and in respect of:

12.1.1 Any liability, loss, claim, damage or deficiency resulting from any breach of representation or warranty (without regard to any materiality or Company Material Adverse Effect qualifier(s) contained in any such representations

and warranties) or nonfulfillment of any covenant or agreement on the part of Seller under this Agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Buyer hereunder (provided that, for purposes of this Section 12.1.1 and Section 12.5.1, all such representations and warranties shall be deemed to be made as of the Closing Date as though made on and as of the Closing Date and all references to "as of the date hereof" or similar phrase in such representations and warranties shall be deemed to be references to "as of the Closing Date" notwithstanding any provision of this Agreement that any such representation or warranty speaks as of an earlier date);

12.1.2 Any liability, loss, claim, damage or deficiency resulting from the ownership or the operation of the Retained Business or relating to Retained Assets;

12.1.3 Any Liabilities of the Acquired Companies existing at or arising out of a state of facts or circumstances existing or business conducted before the Effective Time, to the extent such Liabilities are not (i) accrued or reserved in the Final Closing Balance Sheet, (ii) disclosed in Section 7.12, Section 7.16.2, Section 7.16.3 or Section 7.26 of the Seller Disclosure Schedule, (iii) disclosed in Exhibit 12.1.3 hereto or (iv) obligations under any contract or agreement either (x) to furnish goods, services and other non-cash benefits to another Person after the Closing or (y) to pay for goods, services and other non-cash benefits that another Person will furnish to it after the Closing;

12.1.4 Any claim by any Person for brokerage or finder's fees or commissions or

similar payments based upon any agreement or understanding alleged to have been made by any such Person with Seller or any of its Affiliates in connection with the transactions contemplated by this Agreement; and

12.1.5 All other actions, suits, proceedings, demands, assessments, adjustments, costs and expenses incident to the foregoing or the Seller Indemnities and including, without limitation, reasonable attorneys' fees and other out-of-pocket expenses.

12.2 INDEMNIFICATION OF SELLER BY BUYER. In addition to the other indemnification obligations of Buyer set forth in this Agreement (the "Buyer Indemnities"), from and after the Closing, Buyer shall indemnify and hold Seller, and the directors, officers, employees and Affiliates of Seller, harmless against and in respect of:

12.2.1 Any liability, loss, claim, damage or deficiency resulting from any breach of representation or warranty (without regard to any materiality or Buyer Material Adverse Effect qualifier(s) contained in such representations and warranties) or nonfulfillment of any covenant or agreement on the part of Buyer under this Agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Seller hereunder;

12.2.2 Any liability, loss, claim, damage or deficiency incurred or suffered by Seller or its Affiliates that relate to the failure of Buyer or the Acquired Companies to pay, perform or discharge any of the Liabilities of the Acquired Companies, except as to matters subject to Seller's indemnification obligations under Section 12.1 or under any of Seller's other

indemnity obligation under this Agreement or the Ancillary Agreements;

12.2.3 All other actions, suits, proceedings, demands, assessments, adjustments, costs and expenses incident to the foregoing or the Buyer Indemnities and including, without limitation, reasonable attorneys' fees and other out-of-pocket expenses.

12.3 THIRD PARTY CLAIMS. All claims for indemnification relating to third party claims shall be asserted and resolved as set forth in this section 12.3 subject, however, to the terms, conditions and limitations otherwise set forth in this Agreement. In the event that any written claim or demand for which an Indemnifying Party would be liable is asserted against or sought to be collected from any Indemnified Party by a third party, such Indemnified Party shall promptly, but in no event more than 30 days following such Indemnified Party's receipt of such claim or demand, notify the Indemnifying Party in writing of such claim or demand and the amount or the estimated amount thereof to the extent then feasible (which estimate shall not be conclusive of the final amount of such claim and demand) (the "Claim Notice"). The Indemnified Party shall not be foreclosed by any failure to provide timely notice of the existence of a third party claim or demand to the Indemnifying Party except to the extent that the Indemnifying Party incurs any out-of-pocket expense as a result of such delay or otherwise has been prejudiced as a result of such delay. The Indemnifying Party shall have fifteen days from the receipt of the Claim Notice (the "Notice Period") to notify the Indemnified Party (a) whether or not the Indemnifying Party disputes the liability of the Indemnifying Party to the Indemnified Party hereunder with respect to such claim or demand, and (b) whether or not it desires to

defend the Indemnified Party against such claim or demand. All costs and expenses incurred by the Indemnifying Party in defending such claim or demand shall be a liability of, and shall be paid by, the Indemnifying Party. In the event that the Indemnifying Party notifies the Indemnified Party within the Notice Period that it desires to defend the Indemnified Party against such claim or demand and except as hereinafter provided, the Indemnifying Party shall have the right to select legal counsel, reasonably acceptable to the Indemnified Party, to represent and defend the Indemnified Party and to otherwise control the proceedings relating to such claim or demand. The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its counsel in defending any claims or demands, including, without limitation, making available to the Indemnifying Party all information reasonably available to the Indemnified Party relating to such claim or demand, and shall not take any action which is reasonably likely to be detrimental to such defense. In addition, the Indemnified Party and the Indemnifying Party shall render to each other such assistance as may reasonably be requested in order to ensure the proper and adequate defense of any such claim or demand. The party in charge of the defense shall keep the other party fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. If any Indemnified Party desires to participate in, but not control, any such defense or settlement it may do so at its sole cost and expense provided, the Indemnifying Party shall pay the attorneys' fees of the Indemnified Party if (i) the employment of separate counsel shall have been authorized in writing by any such Indemnifying Party in connection with the defense of such third party claim, (ii) the Indemnifying Party

shall not have employed counsel reasonably satisfactory to the Indemnified Party to have charge of such third party claim, or (iii) the Indemnified Party's counsel shall have advised the Indemnified Party in writing with a copy to the Indemnifying Party that there is conflict of interest that could make it inappropriate under applicable standards of professional conduct to have common counsel. In the event that the Indemnifying Party does not elect to defend the claim, the Indemnified Party shall not settle a claim or demand without the consent of the Indemnifying Party (which consent shall not unreasonably be withheld). The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, consent to the entry of a judgment, settle, compromise or offer to settle or compromise any such claim or demand or admit or acknowledge any liability (i) on a basis which would result in the imposition of a consent order, injunction, decree or equitable remedy which would restrict the future activity or conduct of the Indemnified Party or any Subsidiary or Affiliate thereof without the written consent of the Indemnified Party and (ii) without obtaining (a) a release of the Indemnified Party with respect to such claim or demand and (b) the dismissal with prejudice of any litigation or other proceeding with respect to such claim or demand, in each case for the benefit of and in form and substance reasonably satisfactory to the Indemnified Party. If the Indemnifying Party elects not to defend the Indemnified Party against a claim or demand for which the Indemnifying Party would be liable, whether by not giving the Indemnified Party timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same is to be contested by the Indemnified Party, then that portion thereof as to which such

defense is unsuccessful (and the reasonable costs and expenses pertaining to such defense) shall be the liability of the Indemnifying Party hereunder. To the extent the Indemnifying Party shall control or participate in the defense or settlement of any third party claim or demand, the Indemnified Party will give to the Indemnifying Party and its counsel access to, during normal business hours, the relevant business records and other documents, and shall permit them to consult with the employees and counsel of the Indemnified Party. The Indemnified Party shall use commercially reasonable efforts in the defense of all such claims and demands.

12.4 DIRECT CLAIMS. In any case in which an Indemnified Party seeks indemnification hereunder which is not subject to Section 12.3 because no third party action is involved, the Indemnified Party shall promptly notify the Indemnifying Party in writing of any liability, loss, claim, damage or deficiency which such Indemnified Party claims are subject to indemnification under the terms of this Agreement. Subject to the terms, conditions and limitations set forth in this Agreement, the Indemnified Party shall not be foreclosed by any failure to provide timely notice of existence of a claim to the Indemnifying Party except to the extent that the Indemnifying Party incurs any out-of-pocket expense or otherwise has been prejudiced as a result of such delay.

12.5 LIMITATIONS.

12.5.1 BASKET. Neither Seller nor Buyer shall have any Liability for indemnification obligations under Section 12.1.3, or resulting from a breach of a representation or warranty under Sections 7 or 8 of this Agreement (including a deemed breach of a representation or warranty as provided in

the proviso in Section 12.1.1 of this Agreement), except to the extent such party's aggregate Liability for all such indemnification obligations (without regard to any materiality, Company Material Adverse Effect qualifier(s) or Buyer Material Adverse Effect qualifier(s) contained in any representations and warranties set forth in this Agreement) exceeds Thirty Million Dollars ($30,000,000); provided, however, Seller's indemnity obligations set forth in Section 7.6 and any matter constituting fraud or intentional misrepresentation by Buyer or Seller in connection with the transactions contemplated herein shall not be subject to the foregoing limitation.

12.5.2 CAP. Each party's aggregate Liability for indemnification under this Agreement shall in no event exceed Two Hundred Million Dollars ($200,000,000); provided however, that each party's indemnity obligations set forth in Section 13 and any matter constituting fraud, intentional misrepresentation or criminal activity under applicable Law shall not be subject to the foregoing limitation.

12.5.3 REMEDIES. Other than equitable remedies available at law to either party (including specific performance), after Closing the provisions of this Section 12 and Section 13 shall be the exclusive basis for the assertion of claims against, or the imposition of Liability on, Seller or its Affiliates, or Buyer or its Affiliates, in respect to the transactions contemplated herein, including, without limitation, any breach or alleged breach of this Agreement; provided that this paragraph shall not limit any remedies available for breaches of the Voting Agreement or any agreement executed at Closing pursuant to this Agreement.

12.5.4 MITIGATION. Buyer and Seller shall, and shall cause their Affiliates to, use commercially reasonable efforts to mitigate the losses, costs, expenses and damages for which such party or their Affiliates may become entitled to indemnification hereunder.

12.5.5 NET RECOVERY. The amount to which an Indemnified Party may become entitled pursuant to the indemnification provisions of this Agreement shall be net of any recovery (whether by way of payment, discount, credit, set off, tax benefit, counterclaim or otherwise) received by such party or its Affiliates from a third party (including any insurer or taxation authority) in respect of such claim. Any such recovery shall be promptly repaid by Buyer to Seller, or Seller to Buyer, as applicable, less any taxes payable on the recovery and all reasonable costs, charges and expenses incurred in obtaining such recovery from the third party. For the avoidance of doubt, a Tax benefit shall only be taken into account under this paragraph to the extent that that the Tax benefit results in a lower Tax liability for the Indemnified Party than would have occurred absent the indemnity payment and the Tax benefit is actually recognized on a Tax Return.

12.5.6 LIMITATION OF DAMAGES. Each party shall be responsible only for direct damages, and shall in no event be liable for special, consequential or similar damages or losses.

12.5.7 SATISFACTION OF INDEMNITY CLAIMS. Notwithstanding any of the terms and conditions of this Agreement to the contrary, except for each party's

indemnity obligations under Section 13, all amounts payable by Seller to Buyer with respect to any indemnity claim brought by Buyer under this Agreement, shall be satisfied, at the Seller's option, either by Seller delivering to Buyer for cancellation that portion of the Subordinated Promissory Note that has a principal amount equal to the amount of the indemnity claim owed by Seller, or by payment of cash. Notwithstanding any of the terms and conditions of this Agreement to the contrary, all amounts payable by Buyer to Seller with respect to any indemnity claim brought by Seller under this Agreement, shall be satisfied, at Buyer's option, either by increasing the amounts due and owing under the Subordinated Promissory Note in an amount equal to the amount of the indemnity claim owed by Buyer, or by the payment of cash. All payments with respect to indemnity claims shall be made promptly.

13. SPECIAL TAX INDEMNITY.

13.1 TAX RETURNS.

13.1.1 Buyer shall cause the Acquired Companies to consent to join, for all taxable periods of the Acquired Companies ending on or before the Closing Date for which the Acquired Companies are eligible to do so, in any consolidated or combined federal, state or local Tax Returns of Seller or Seller's Affiliates. Seller will prepare and file, or cause to be prepared and filed, all of the Acquired Company Tax Returns for all taxable years or periods ending on or before the Closing Date (to the extent they have not already done so). Seller will pay to the applicable Governmental

Authority, or cause the payment to the applicable Governmental Authority of, any Taxes shown as due thereon. Seller will prepare, or cause to be prepared, such Tax Returns using material accounting methods and other practices that are consistent with those used by the Acquired Companies in their prior Tax Returns except as otherwise required by Law. Notwithstanding the foregoing, Seller may revoke the election of To-Ricos under Code Section 936, in which event, Buyer will reasonably cooperate with Seller, and cause To-Ricos to consent to join in the filing of any federal, state or local consolidated or combined Tax Return with Seller and its affiliated group for the taxable year or period ending on the Closing Date. Items to be taken into account in any Tax Return for the short taxable period ending on the Closing Date will be determined under the "closing-the-books" method as described in Treasury Regulation Section 1.1502-76(b)(2)(i) (or any similar provision of state, local or foreign Law). Seller will deliver, or cause to be delivered, a draft of each of the Tax Returns for any of the Acquired Companies that require the signature of an officer or employee of Buyer (or one of Buyer's Affiliates) to Buyer not less than 30 days prior to the due date (as may be extended) for filing such Tax Returns, and Buyer will provide Seller with its comments on, and proposed changes to, such Tax Returns not later than 15 days prior to such due date. If any aspect of such Tax Returns remains in dispute within 10 days prior to the due date for filing such Tax Returns, the matter in dispute will be submitted to a mutually acceptable,

nationally-recognized firm of certified public accountants for resolution. The decision of such accountant will be final and binding on the parties, and the fees and expenses of the accountant will be paid one-half by Buyer and one-half by Seller. Notwithstanding the foregoing, Buyer shall not be entitled to object to any Tax Return prepared by Seller unless the accountant concludes that a position claimed in the Tax Return does not possess the level of support required to avoid the substantial understatement penalty provided for in Section 6662(d) of the Code.

13.1.2 Buyer will prepare and file, or cause to be prepared and filed, all of the Acquired Companies' Tax Returns for all taxable years or periods ending after the Closing Date, and Buyer will pay, or cause to be paid, all Taxes shown as due thereon; provided, that with respect to any Straddle Period, Buyer will be entitled to indemnification as set forth in Section 13.3.

13.1.3 The parties agree to reasonably cooperate with each other and each other's Affiliates in the preparation and filing of Tax Returns of the Acquired Companies for taxable periods ending on or before the Closing Date and Straddle Periods. The parties shall be entitled to utilize the services of the personnel who would have been responsible for preparing such returns as they relate to the Acquired Companies, without charge, to the extent reasonably necessary in preparing said returns on a timely basis. The parties shall also provide each other with full access to applicable and reasonably relevant records to enable the timely preparation and filing of said returns.

13.2 Apportionment of Taxes. With respect to any Straddle Period of the Acquired Companies, Buyer and Seller will, to the extent permitted by law, elect to treat the Closing Date as the last day of the taxable year or period of the Acquired Companies and will apportion any Taxes arising out of or relating to a Straddle Period to the Pre-Closing Period under the "closing-the-books" method as described in Treasury Regulation Section 1.1502-76(b)(2)(i) (or any similar provision of state, local or foreign Law). In any case where applicable Law does not permit the Acquired Companies to treat the Closing Date as the last day of the taxable year or period, any Taxes arising out of or relating to a Straddle Period will be apportioned to the Pre-Closing Period based on a closing of the books of that entity; provided, however, that exemptions, allowances or deductions (excluding depreciation, amortization and depletion deductions) that are calculated on an annualized basis will be apportioned on a daily pro rata basis. Notwithstanding the foregoing, Taxes imposed with respect to a time period (e.g., property taxes) shall be apportioned to the Pre-Closing Period on a daily pro rata basis.

13.3 Indemnification by Seller. Seller will indemnify and hold harmless the Buyer and the directors, officers, employees and Affiliates of Buyer ("Buyer Indemnified Persons") for, and will pay to, or on behalf of, Buyer Indemnified Persons an amount equal to (a) any Taxes of the Acquired Companies for the Pre-Closing Period (including, for the avoidance of doubt, any Taxes of the Acquired Companies resulting from an election under Section 338(h)(10) of the Code) that have not been paid prior to the Closing Date, except to the extent accrued as a

Liability on the Final Closing Balance Sheet, (b) any Taxes relating to any member of an affiliated group with which any of the Acquired Companies has filed a Tax Return on a consolidated, combined or unitary basis for a Pre-Closing Period, and (c) any Tax deficiency, and all related, reasonable legal and accounting fees and expenses, each directly resulting from any breach of Seller's representations in Section 7.10(d), (e), (f), (g), and (i) or Seller's covenants contained in this Section 13.

13.4 Indemnification by Buyer. Buyer will pay, or cause to be paid, on a timely basis, and shall indemnify, defend and hold harmless Seller and the directors, officers, employees and Affiliates of Seller ("Seller Indemnified Persons") for: (a) any Tax deficiency, and all related, reasonable legal and accounting fees and expenses, each directly resulting from any breach of Buyer's representations in Section 8.26(d), (e), (g) and (h) or Buyer's covenants contained in this Section 13, (b) any Liability for Taxes for Tax periods of the Buyer and the Acquired Companies beginning, and the portion of the Straddle Period occurring, after the Closing Date, and (c) any Liability for Taxes attributable to an extraordinary transaction (other than the distribution of the Retained Assets or any deemed asset sale occurring under section 338(h)(10) or any comparable provision of state or local Law) effected at the direction of Buyer in respect of the Acquired Companies on or after the Effective Time.

13.5 Indemnification Process. In the event of a third-party claim for Taxes arising out of or relating to any taxable year or period of an Acquired Company ending on or before the Closing Date, the indemnification procedures will be in accordance

with Section 12.3 and the limitations contained in Sections 12.5.3 through 12.5.6 (inclusive); provided however, that with respect to any Tax matter involving a Governmental Authority that does not treat the Acquired Companies as selling their assets to a newly created corporation on the Closing Date as a result of the Section 338(h)(10) election, Seller shall not settle or compromise any third-party claim for Taxes that may adversely effect Buyer in taxable periods ending after the Closing Date without Buyer's consent (which shall not be unreasonably withheld). Any indemnification payments due under this Section 13 shall be paid within 10 days from the date of a final determination (as defined in Section 1313(a) of the Code) of the amount of Tax due.

13.6 Characterization of Indemnity Payments. All amounts paid by Buyer or Seller, as the case may be, by reason of Section 12.1, 12.2, 13.3 or 13.4 will be treated to the extent permitted under applicable Law as adjustments to the Purchase Price for all Tax purposes.

13.7 Transfer Taxes. Notwithstanding any other provision of this Agreement, all Transfer Taxes will be borne by Seller regardless of which party is obligated to pay such Tax under applicable Law. Buyer and Seller will cooperate in timely making and filing all Tax Returns that may be required to comply with Law relating to such Taxes.

13.8 Tax Sharing Agreements. Seller will cause the Acquired Companies to terminate as of the Closing Date any tax sharing, indemnity or allocation agreement between them and: (i) any other Affiliate of the Seller; (ii) Renewable

Environmental Solutions, L.L.C.; or (iii) any partner of Renewable Environmental Solutions, L.L.C..

13.9 Tax Records. Seller will make available to Buyer such records as Buyer may require for the preparation of any Tax Return and such records as Buyer may require for the defense of any proceeding concerning such Tax Return. Buyer will make available to Seller such records as Seller may require for the preparation of any Tax Return and such records as Seller may require for the defense of any proceeding concerning any such Tax Return.

13.10 Refunds. Buyer and its Affiliates shall pay to Seller within ten (10) days of receipt any refund of Taxes: (i) that relate to a Pre-Closing Period of the Acquired Companies; (ii) that were paid by Seller or its Affiliates; and (iii) to the extent that any such refunds were not accrued as an asset on the Final Closing Balance Sheet.

13.11 Survival. The covenants and agreements of the parties contained in this Section 13 and the representations and warranties contained in Section 7.10(d), (e), (f), (g) and (i) and Section 8.26 (d), (e), (g) and (h) will survive the Closing and will remain in full force and effect until thirty (30) days following the expiration of the applicable underlying statutes of limitations (including extensions) with respect to any Taxes that would be indemnifiable by Buyer or Seller under Sections 13.3 and 13.4 of this Agreement.

13.12 Section 338(h)(10) Election. Seller agrees that it will, and with Buyer's and the Acquired Companies' full cooperation, prepare and make an election or join in making an election under Section 338(h)(10) of the Code in order to treat the sale of the Stock as a sale of all of the assets of the Acquired Companies for U.S.

federal Tax purposes and an election under the statutes of such states as permit an equivalent election. Seller and Buyer will not make a joint election under the corresponding provisions of Puerto Rican law. Seller agrees that it will, and with Buyer's and the Acquired Companies' full cooperation, take such action to comply with all of the requirements and conditions of Section 338(h)(10) of the Code and the treasury regulations thereunder and all other applicable Code sections and treasury regulations relating thereto, including without limitation the execution and timely filing of Form 8023 entitled "Elections Under Section 338 for Corporations Making Qualified Stock Purchases" or any successor form of similar import, and any forms required to effectuate similar elections for state tax purposes. The parties agree that the Purchase Price shall be allocated to the assets of the Acquired Companies in accordance with Exhibit 13.12 hereto. Each party covenants to report gain, loss, or cost basis, as the case may be, in a manner consistent with Exhibit 13.12 for federal and state Tax purposes. Buyer, the Acquired Companies and Seller shall promptly notify Seller (and Seller will promptly notify Buyer) in the event that any Governmental Authority challenges or threatens to challenge, such allocations. Buyer, the Acquired Companies, and Seller shall cooperate after the Closing Date to timely and properly file all applicable federal and state elections required to be filed under this Section and to take all such action as is required by Law to give full effect to the elections for federal, state and local Tax purposes to the greatest extent permitted by Law. Buyer, the Acquired Companies and Seller shall fully cooperate in order to qualify To-Ricos for the application of such election to To-Ricos.

13.13 Miscellaneous Tax Provisions. In no event shall any party hereto pay more than once under different provisions of this Agreement for the same Tax Liability. Notwithstanding anything to the contrary herein, if Closing occurs, this Section 13 and Sections 12.3, and 12.5.3 through 12.5.6 (inclusive) (to the extent they govern the indemnification process for Taxes) shall be the sole remedy for any Tax matters under this Agreement. For the avoidance of doubt, the provisions of Section 12.5.1 do not apply to this Section 13.

13.14 Puerto Rican Tax Incentives. The parties will fully cooperate with each other to maintain (to the extent reasonably possible under Puerto Rican Law) To-Ricos': (i) Grant of Industrial Tax Exemption pursuant to the 1987 Puerto Rican Tax Incentives Act (the "Industrial Grant"); and (ii) Certificate of Exemption under the Agricultural Incentives Act (1995) ("Agricultural Certificate") after Closing until such time as To-Ricos can negotiate a modification of the Industrial Grant, obtain a new Industrial Grant under the 1998 Puerto Rican Tax Incentives Act, or ensure the continuation of its Agricultural Certificate. Provided however, Seller's obligation to cooperate with Buyer with respect to this matter shall cease no later than one calendar year following the Closing Date; provided, further Seller's obligation to so cooperate shall not (x) include any obligation to start or continue to own or conduct any entity or business in Puerto Rico or (y) preclude Seller or any Affiliate of Seller from conducting or changing any Puerto Rican business operation or activity, including Molinos de Puerto Rico, Inc.'s activities, in any manner as Seller or any Affiliate of Seller may determine.

14. MISCELLANEOUS. The following miscellaneous provisions shall apply to this Agreement:

14.1 NOTICES. All notices or other communications required or permitted to be given, pursuant to the terms of this Agreement, shall be in writing and shall be deemed to be duly given when received if delivered in person or by telecopy, telegram or cable and confirmed by mail, or mailed by registered or certified mail (return receipt requested) or overnight courier, express mail, postage prepaid, as follows:

If to Seller: ConAgra Foods, Inc.
One ConAgra Drive
Omaha, Nebraska 68102
Attn: Corporate Controller

With a Copy to: McGrath North Mullin & Kratz, PC LLO
First National Tower
1601 Dodge Street, Suite 3700
Omaha, Nebraska 68102
Fax: (402) 341-0216
Attn: Roger W. Wells

If to Buyer: Pilgrim's Pride Corporation
110 South Texas Street
Pittsburg, Texas 75686
Attn: Chief Financial Officer

With a Copy to: Baker & McKenzie
2300 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201
Fax: (214) 978-3099
Attn: Alan G. Harvey

or at such other address as the party to whom notice is to be given furnishes in writing to the other party in the manner set forth above.

14.2 AMENDMENTS AND WAIVERS. This Agreement may not be modified or amended, except by an instrument or instruments in writing, signed by the party against whom enforcement of any such modification or amendment is sought. Either Seller or

Buyer may, by an instrument in writing, waive compliance by the other party with any term or provision of this Agreement on the part of such other party to be performed or complied with. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty or agreement contained herein. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

14.3 EXPENSES. Except as otherwise provided in this Agreement, Buyer and Seller shall each pay their own expenses, and those of their respective Affiliates, in connection with the preparation and execution of this Agreement and any expenses specifically payable by them pursuant to this Agreement.

14.4 SURVIVAL OF REPRESENTATIONS AND WARRANTIES. Subject to Section 13.11 hereof, the representations and warranties and indemnities related thereto of Seller and Buyer made in or pursuant to this Agreement shall survive as follows: representations and warranties, and the indemnities relating thereto, under Sections 7.16, 7.17 (except with respect to ERISA matters), 7.18, 8.14, 8.15 (except with respect to ERISA matters) and 8.16 shall survive the Closing for a period of four (4) years; representations and warranties, and the indemnities relating thereto, under Section 7.1, Section 7.3, Section 7.6, Section 7.7.2, Section 7.17 (with respect to ERISA matters) and Sections 8.1, 8.4 and 8.15 (with respect to ERISA matters) shall survive the Closing until expiration of the applicable statute of limitations; and all other representations and warranties, and the indemnities relating thereto, under this

Agreement shall survive the Closing for a period of twelve (12) months. Indemnities relating to the breach of any covenant shall survive until expiration of the applicable statute of limitations. Notwithstanding the forgoing, it is specifically understood and agreed that the damages for which indemnification may be sought need not be incurred or paid by the Indemnified Party within the forgoing periods, but only that the claim with respect to which indemnification is sought be asserted and presented to the Indemnifying Party within such periods.

14.5 ENTIRE AGREEMENT. This Agreement, the Ancillary Agreements, the Seller Disclosure Schedule, the Buyer Disclosure Schedule and the Confidentiality Agreement constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, among the parties hereto with respect to the subject matter hereof.

14.6 TERMS OF SALE. The parties agree and acknowledge, on behalf of themselves and their Affiliates, that EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, OR THE ANCILLARY AGREEMENTS, THE STOCK AND THE ACQUIRED COMPANIES ARE BEING SOLD TO BUYER, AND THE SHARES ARE BEING ISSUED TO SELLER, WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE ANCILLARY AGREEMENTS. EXCEPT FOR CLAIMS MADE IN ACCORDANCE WITH THE SPECIFIC TERMS OF THIS AGREEMENT OR THE ANCILLARY AGREEMENTS, NO CLAIM SHALL BE MADE AGAINST EITHER PARTY OR ITS AFFILIATES,

BY THE OTHER PARTY, IN RESPECT TO ANY REPRESENTATION, WARRANTY, INDEMNITY, COVENANT OR UNDERTAKING. THE PARTIES CONFIRM THAT THEY HAVE NOT RELIED ON ANY REPRESENTATION, WARRANTY, INDEMNITY, COVENANT OR UNDERTAKING OF ANY PERSON WHICH IS NOT EXPRESSLY CONTAINED IN THIS AGREEMENT OR THE ANCILLARY AGREEMENTS. FOR THE AVOIDANCE OF DOUBT, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY TAX ATTRIBUTES OF THE ACQUIRED COMPANIES.

14.7 APPLICABLE LAW. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in Delaware (without regard to conflicts of law doctrines).

14.8 BINDING EFFECT; BENEFITS. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14.9 ASSIGNABILITY. Neither this Agreement nor any of the parties' rights hereunder shall be assignable by any party hereto without the prior written consent of the other party hereto.

14.10 EFFECT OF HEADINGS. The headings of the various sections and subsections herein are inserted merely as a matter of convenience and for reference and shall not be

construed as in any manner defining, limiting, or describing the scope or intent of the particular sections to which they refer, or as affecting the meaning or construction of the language in the body of such sections.

14.11 EXHIBITS; DISCLOSURE SCHEDULE. All exhibits and schedules referred to in this Agreement are incorporated herein by reference as if fully set forth herein. The disclosure of any matter in any section of the Seller Disclosure Schedule or the Buyer Disclosure Schedule shall not be deemed to constitute an admission by any party or to otherwise imply that any such matter is material or may have a Company or Buyer Material Adverse Effect, as the case may be, for purposes of this Agreement.

14.12 SEVERABILITY. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or other provisions of this Agreement in any other jurisdiction.

14.13 CONSTRUCTION AND INTERPRETATION. As used in this Agreement in respect to Seller and Buyer, "knowledge," "knows" or "known" means, with respect to the matter in question, if any of the Executive Officers of Seller or Buyer, as the case may be, has actual knowledge of such matter. "Executive Officers" of Seller means those executive officers of Seller and the Acquired Companies listed on Exhibit 14.13 hereto, and "Executive Officers" of Buyer means those executive officers of Buyer listed on Exhibit 14.13 hereto. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, strictly neither for

nor against any party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who himself drafted same. It is hereby agreed that representatives of both parties have participated in the preparation hereof. The word "or" is not exclusive and the word "including" means "including without limitation."

14.14 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

14.15 CONSENT TO JURISDICTION. The parties hereto hereby irrevocably submit to the exclusive jurisdiction of any United States federal or Delaware state court sitting in Wilmington, Delaware with respect to any action or proceeding arising out of or relating to this Agreement and each of the parties hereto hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in any such court and irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such court or that such court is an inconvenient forum. The parties hereto shall cause the Acquired Companies to be bound by this Section.

14.16 FURTHER ASSURANCES. Each of the parties hereto agrees that, from and after the Closing, upon the reasonable request of the other party hereto and without further consideration, such party will execute and deliver to such other party such documents and further assurances and will take such other actions (without cost to such party) as such other party may reasonably request in order to carry out the

purpose and intention of this Agreement. Such actions shall include, without limitation, the transfer or conveyance by Buyer, the Acquired Companies or their respective Affiliates and successors of any assets or rights included in the Retained Assets, the transfer or conveyance by Seller or its Affiliates and successors of any assets or rights included in the Business, and Seller's commercially reasonable cooperation at Buyer's cost in connection with the preparation of any materials required to be filed by Buyer with the SEC or any financing Buyer may seek.

14.17 PUBLICITY. The parties hereto agree that they will consult with each other concerning any proposed press release or public announcement pertaining to the transactions contemplated hereby and shall use their best efforts to agree upon the text of any such press release or the making of such public announcement. The parties hereto agree that the issuance of any such press release or announcement shall not be a violation of the Confidentiality Agreement.

14.18 NOTE REDEMPTION. Notwithstanding the terms of the Subordinated Promissory Note, during the period that Seller or any of its Affiliates holds any portion of the Subordinated Promissory Note, Buyer shall have the right to repurchase all or such portion of the Subordinated Promissory Note then held by Seller or its Affiliates by paying to Seller in immediately available funds an amount equal to the outstanding principal amount of the portion of the Subordinated Promissory Note to be repurchased, together with the payment of all interest accrued on the amount so repurchased through the date such repurchase occurs, so long as, after such repurchase, unless Buyer repurchases all of the Subordinated Promissory

Note then held by Seller or its Affiliates, the outstanding principal amount of the Subordinated Promissory Note shall equal or exceed $150,000,000. Buyer shall give Seller at least fifteen (15) days written notice of its election to exercise such right. Seller agrees to cause its Affiliates to comply with the provision of this Section 14.18 and will give Buyer at least ten (10) days written notice of any proposed transfer of all or part of the Subordinated Promissory Note.

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

SELLER:	BUYER:
CONAGRA FOODS, INC., a Delaware corporation	PILGRIM'S PRIDE CORPORATION, a Delaware corporation
By: /s/ DWIGHT GOSLEE --- Its: Executive Vice President ---	By: /s/ LONNIE A. PILGRIM --- Its: Chairman of the Board ---

EXHIBIT 1.1(A)

APPLICABLE ACCOUNTING PRINCIPLES

The Estimated Closing Balance Sheet, the Preliminary Closing Balance Sheet, the Preliminary Audited Closing Balance Sheet, and the Final Closing Balance Sheet (collectively, the "Balance Sheets") shall not reflect any accrual, reserve, provision or Liability with respect to the following:

1. The Retained Businesses

2. The Retained Litigation

3. Any Liabilities to the extent Seller has the clear obligation under the Agreement to fully satisfy such Liabilities without limitation of any kind.

4. Costs and expenses related to the transactions contemplated by the Agreement to the extent paid or payable by Seller in accordance with this Agreement.

B. For purposes of the Balance Sheets, all intercompany investments and accounts of the Acquired Companies shall be settled and treated as equity.

C. The Balance Sheets shall not reflect any assets with respect to the following:

1. Cash retained by Seller

2. Temporary investments retained by Seller

3. The Retained Businesses

4. The Retained Litigation

5. Capitalized costs related to the transactions contemplated by the Agreement

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EXHIBIT 99.4

EXHIBIT 1.1(b)

BUSINESS FACILITIES

	FACILITY	ADDRESS	CITY STATE ZIP
I.	HEADQUARTERS	1965 Evergreen Boulevard, Suite 100	Duluth, GA 30096
II.	COMPLEXES		
A.	ATHENS, AL		
1.	Processing Plant	1004 E. Pryor St.	Athens, AL 35611
2.	Office	1004 E. Pryor St.	Athens, AL 35611
3.	Feed Mill	4234 Hwy. 31 S.W.	Falkville, AL 35622
4.	Hatchery	150 Curtis St.	Moulton, AL 35650
B.	ENTERPRISE, AL		
1.	Processing Plant	4693 County Rd 636	Enterprise, AL 36330
2.	Office	4693 County Rd 636	Enterprise, AL 36330
3.	Feed Mill	208 Middlebrook St.	Enterprise, AL 36330
4.	Hatchery	4847 County Rd. 636	Enterprise, AL 36330
5.	Truck Shop	4693 County Rd 636	Enterprise, AL 36330
C.	BATESVILLE, AR(1)		
1.	Processing Plant	1810 St. Louis Street	Batesville, AR 72501
2.	Feed Mill	1810 St. Louis Street	Batesville, AR 72501
3.	Office	1811 St. Louis Street	Batesville, AR 72502
4.	Hatchery	1810 St. Louis Street	Batesville, AR 72501
D.	CLINTON, AR		
1.	Processing Plant	809 Walker St.	Clinton, AR 72031
2.	Feed Mill	13824 US Hwy 64 E	Atkins, AR 72823
3.	Hatchery	13824 US Hwy 64 E	Atkins, AR 72823

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(1) ConAgra Frozen Foods Cook Plant and wastewater treatment plant which are Retained Assets, at same address.

	FACILITY	ADDRESS	CITY STATE ZIP
E.	EL DORADO, AR		
1.	Processing Plant	1810 Southwest Ave.	El Dorado, AR 71730
2.	Office	1902 Southwest Ave.	El Dorado, AR 71730
3.	Truck Shop	1815 Southwest Ave.	El Dorado, AR 71730
4.	Feed Mill	653 Smackover Hwy.	El Dorado, AR 71731
5.	Hatchery	421 Bailey Rd.	El Dorado, AR 71730
F.	ATHENS, GA		
	Processing Plant	898 Barber St.	Athens, GA 30613
1.	Lab	300 Tallassee Rd.	Athens, GA 30606
2.	Feed Mill	300 Tallassee Rd.	Athens, GA 30606
3.	Hatchery	330 Tallassee Rd	Athens, GA 30606
4.	Freezer	635 Barber St.	Athens, GA 30613
5.	Live Haul	110 Paradise Blvd.	Athens, GA 30613
G.	CANTON, GA		
1.	Processing Plant	654 Univeter Rd.	Canton, GA 30115
2.	Feed Mill	654 Univeter Rd.	Canton, GA 30115
3.	Hatchery	654 Univeter Rd.	Canton, GA 30115
4.	Truck Shop	654 Univeter Rd.	Canton, GA 30115
H.	DALTON, GA		
1.	Processing Plant	433 S. Hamilton St.	Dalton, GA 30720
2.	Office	413 S. Hamilton St.	Dalton, GA 30720
3.	Truck Shop	200 E. Kirk St.	Dalton, GA 30721
4.	Hatchery	5000 Cohutta Varnell Rd.	Cohutta, GA 30701
4.			
I.	ELBERTON, GA		
1.	Cook Plant	1129 Old Middleton Rd.	Elberton, GA 30635
J.	GAINESVILLE, GA		
1.	Processing Plant	949 Industrial Blvd	Gainesville, GA 30501
2.	Feed Mill	494 Moreno St.	Gainesville, GA 30501
3.	Webb Road Hatchery	2320 Webb Girth Rd.	Gainesville, GA 30507
4.	Athens Road Hatchery	3561 Athens Hwy	Talmo, GA 30575
5.	Office	920 Queen City Pkwy	Gainesville, GA 30501
6.	Office	975 Industrial Rd.	Gainesville, GA 30503

	FACILITY	ADDRESS	CITY STATE ZIP
K.	MAYFIELD, KY		
1.	Processing Plant	2653 State Rte. 1241	Hickory, KY 42051
2.	Feed Mill	1195 Macedonia Rd.	Mayfield, KY 42066
3.	Truck Shop	1199 Macedonia Rd.	Mayfield, KY 42066
4.	North Hatchery	111 Industrial Dr. N	Mayfield, KY 42066
5.	South Hatchery	111 Industrial Dr. S	Mayfield, KY 42066
6.	Breeder Farm 1	4232 US Hwy 641 N.	Murray, KY 42071
7.	Breeder Farm 2	3822 US Hwy 641 N.	Murray, KY 42071
L.	FARMERVILLE, LA		
1.	Processing Plant	6648 Hwy 15 N	Farmerville, LA 71241
2.	Truck Shop	6648 Hwy 15 N	Farmerville, LA 71241
3.	Rendering Plant	6648 Hwy 15 N	Farmerville, LA 71241
4.	Feed Mill	7920 Hwy 80 E	Arcadia, LA 71001
5.	Athens Hatchery	6201 Hwy 518	Athens, LA 71003
6.	Choudrant Hatchery	2136 Hwy 80 W.	Choudrant, LA 71227
7.	Warehouse	1104 Ward's Chapel Road	Farmerville, LA 71241
M.	NATCHITOCHES, LA		
1.	Processing Plant	7088 Hwy 1 Bypass	Natchitoches, LA 71457
2.	Hatchery	300 Hatchery Drive	Natchitoches, LA 71457
3.	Feed Mill	220 McDonald Rd.	Many, LA 71449
4.	Waste Water Plant	7088 Hwy 1 Bypass	Natchitoches, LA 71457
5.	Truck Shop	8228 Natchitoches Hwy	Robeline, LA 71469
N.	TO-RICOS, PR		
1.	Processing Plant	Carretera 14, KM 48 Barrio Asomante	Aibonito, PR 00705
2.	Feed Mill	Carretera 183, KM 20.2 Barrio Montones	Las Piedras, PR 00771
3.	Hatchery	Carretera 14, KM 47.7 Barrio Asomante	Aibonito, PR 00705
4.	Warehouse	Road 14, KM 48.5 Barrio Asomante	Aibonito, PR 00705

	FACILITY	ADDRESS	CITY STATE ZIP
O.	CHATTANOOGA, TN		
1.	Processing Plant	414 W. 16th Street	Chattanooga, TN 37408
2.	Cook Plant	1300 Market St.	Chattanooga, TN 37402
3.	Feed Mill	950 Wauhatchie Pike	Chattanooga, TN 37419
4.	Truck Shop	954 Wauhatchie Pike	Chattanooga, TN 37419
5.	Jordan Hatchery	2001 Industrial Blvd, SW	Ft. Payne, AL 35967
6.	Grow Out Facility	582 County Rd. 966	Ider, AL
P.	MOOREFIELD, WV		
1.	Cook Plant	188-191 S. Main St.	Moorefield, WV 26836
2.	Office	104 S. Main St.	Moorefield, WV 26836
3.	Lab	209 S. Main St.	Moorefield, WV 26836
III.	PREMIUM PROTEIN PRODUCTS		
1.	Rendering Plant	State Hwy 7T	Russellville, AR 72801
IV.	DIXIE COLD STORAGE		
1.	Cold Storage	7199 W. Industrial Loop	Shreveport, LA 71129
V.	PFS		
1.	Headquarters	422 N. Washington	El Dorado, AR 71730
2.	San Jose	641 Brennan St.	San Jose, CA 95131
3.	W. Sacramento	2335 Del Monte St.	W. Sacramento, CA 95691
4.	Oskaloosa	2604 South 33rd St.	Oskaloosa, IA 52577
5.	Distribution	1140 Burt St.	Shreveport, LA 71107
6.	Warehouse	1111 Burt St.	Shreveport, LA 71107
7.	Jackson	295 Industrial Dr.	Jackson, MS 39209
8.	Greenville	4705 US Hwy. 13	Greenville, NC 27834
9.	Lovette Company, Inc.	3200 Statesville Rd.	N. Wilkesboro, NC 28659
10.	Bristol	220 North Industrial Dr.	Bristol, TN 37620
11.	Arlington	3120 Ave. E East	Arlington, TX 76011
12.	El Paso	8455 Gran Vista Dr.	El Paso, TX 79907
13.	Houston	5301 Polk, Bldg #11	Houston, TX 77023
14.	Salt Lake City	1972 S 4370 W Unit B	Salt Lake City, UT 84104
15.	Green Bay	900 Isbell Drive	Green Bay, WI 54303

EXHIBIT 1.1(c)

CONAGRA SUPPLY AGREEMENT

THIS AGREEMENT is made as of _____, 2003 by and between CONAGRA FOODS INC., a Delaware corporation ("ConAgra"), and PILGRIM'S PRIDE CORPORATION, a Delaware corporation ("Pilgrim's").

RECITALS:

(a) ConAgra and certain of its operating companies (individually, a "ConAgra Operating Company" and, collectively, the "ConAgra Operating Companies") use certain Products (as defined below) that are produced by Pilgrim's or its operating companies (individually, a "Pilgrim Operating Company" and, collectively, the "Pilgrim Operating Companies").

(b) ConAgra and Pilgrim's desire to establish a mutually-preferred supplier/purchaser agreement and to facilitate a relationship which enhances ConAgra's and the ConAgra Operating Companies' purchase of, and the sale by Pilgrim's and the Pilgrim Operating Companies of, the Products, taking into consideration relevant commercial market factors.

(c) ConAgra's and the ConAgra Operating Companies' interest is to purchase quantities of Products in amounts substantially similar to the volume of Products purchased by them prior to the date of this Agreement (subject to changes in product mix, product reformulation, market conditions, etc.) at competitive delivered prices, and Pilgrim's interest is for Pilgrim's and the Pilgrim Operating Companies to supply such quantities of Products to ConAgra and the ConAgra Operating Companies at competitive delivered prices.

AGREEMENT:

In consideration of the foregoing recitals which are incorporated with and are made a part of this Agreement, and in further consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. GENERAL STATEMENT. ConAgra hereby agrees that Pilgrim's and the Pilgrim Operating Companies are a preferred supplier of the Products and Pilgrim's hereby agrees that ConAgra and the ConAgra Operating Companies are preferred purchasers of the Products.

2. PURCHASE AND SALE OF PRODUCTS. In order to facilitate this preferred supplier/purchaser relationship, and subject to the terms and conditions set forth herein,

Pilgrim's and the Pilgrim Operating Companies shall sell to ConAgra and the ConAgra Operating Companies, and ConAgra and the ConAgra Operating Companies shall purchase, those chicken products meeting ConAgra's and the ConAgra Operating Companies' quality and service standards (collectively, the "Products") in amounts substantially similar to the volume of Products purchased by ConAgra and the ConAgra Operating Companies during the twelve (12) month period prior to the date of this Agreement (subject to changes in product mix, product reformulation, market conditions, etc.), or in such greater or smaller volumes as the parties may mutually agree upon from time to time. The parties agree that ConAgra will offer Pilgrim's and the Pilgrim Operating Companies the first opportunity to provide ConAgra and the ConAgra Operating Companies (including operating companies formed or acquired after the date hereof that require Products, subject to compliance by companies formed or acquired after the date hereof with such companies' supply agreements or arrangements existing prior to, and not established in contemplation of such companies' acquisition) additional Products that any of them may require as a result of changes in product mix and product reformulations, other than proprietary or other products brought to ConAgra or the ConAgra Operating Companies by any third party for the development and/or manufacture of new products. At least three (3) days prior to the start of each period of time mutually agreed to by the parties during the term of this Agreement, Pilgrim's will contact ConAgra and those ConAgra Operating Companies requiring a supply of Products for the next immediately succeeding mutually agreed to production period ("Production Period") to obtain ConAgra's and/or such ConAgra Operating Companies' good faith estimate of anticipated purchases of Products. Included in the information to be provided by ConAgra and/or the ConAgra Operating Companies will be the type of Products, quantities, specifications, estimated delivery requirements and other relevant information for the upcoming Production Period and ConAgra and/or the ConAgra Operating Companies shall offer Pilgrim's and the Pilgrim Operating Companies the right to provide such Products to ConAgra on the terms and conditions set forth herein. Based on this information, Pilgrim's or the applicable Pilgrim Operating Company will notify ConAgra within three (3) days thereafter (or such other period of time as to which the parties may mutually agree) which Products it desires to supply. Within three (3) days (or such other period as to which the parties may mutually agree) after sending such notice to ConAgra, Pilgrim's will meet with ConAgra to develop good faith estimated orders for the Products for the upcoming Production Period. Each party agrees to give the other party, if possible, at least ninety (90) days prior notice of any significant demand change with respect to the Products to be supplied and purchased hereunder of which either party may become aware. To maintain this preferred supplier status, Pilgrim's and the Pilgrim Operating Companies shall meet ConAgra's and the ConAgra Operating Companies' specifications (consistent with existing specifications and as may be reasonably changed in the future), quantity delivery and service requirements. To maintain this preferred purchaser status, ConAgra and the ConAgra Operating Companies shall comply with agreed payment terms.

3. PRICING OF PRODUCTS.

(a) GENERAL PRICING. Except for Products supplied to ConAgra and/or the ConAgra Operating Companies from Pilgrim's Batesville kill facility (the "Batesville Facility"), the pricing of which is addressed in Section 3(b) below, all Products supplied to ConAgra and/or the ConAgra Operating Companies hereunder shall be sold at mutually agreed to fair market prices based upon a thirteen (13) week rolling average of the Urner Barry Midwest ("UB") price, with any overage/underage to or from the UB prices to be negotiated and locked in on a quarterly basis, on a delivered or FOB basis as ConAgra shall choose. Pilgrim's will meet periodically with ConAgra to discuss and determine pricing and payment mechanics and procedures.

(b) BATESVILLE PRICING. 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. The parties agree that Pilgrim's Costs shall include the matters described in the Plant Costs Report and shall exclude finance costs, corporate overhead allocations, selling expense and freight (which excluded items, as reflected on ConAgra's Business Plan for Fiscal Year 2004, is $.0147 per pound). Pilgrim's agrees to use its reasonable best efforts to manage its fixed, variable and input costs in producing Products at the Batesville Facility as efficiently as possible. Both parties will agree to an industry standard cost benchmark or other metrics to which Pilgrim's Cost can be compared in order to insure the competitive cost structure at the Batesville Facility. ConAgra shall have at all reasonable times the right to audit Pilgrim's books and records in order to verify Pilgrim's Costs and Pilgrim's determination and calculation thereof. Pilgrim's shall use its reasonable best efforts to maximize the number of birds which meet ConAgra's WOGS specifications.

(c) MEDIATION. If, at any time, during the term of this Agreement, ConAgra and Pilgrim's cannot agree on any price or component of a price which is to be mutually agreed to by the parties, then the pricing dispute shall be submitted to Pilgrim's Vice President of Sales and ConAgra's Vice President of Operations (for the ConAgra operation involved in the pricing dispute) for resolution. If such individuals are unable to resolve such pricing dispute after ten (10) days of discussions, then the pricing dispute shall be submitted to Pilgrim's Chief Financial Officer and ConAgra's Executive Vice President Operations Control and Development for resolution.

4. TERM. The term of this Agreement shall be five (5) years commencing on the date hereof.

5. SPECIAL CIRCUMSTANCES. The parties acknowledge that, from time to time, ConAgra and/or the ConAgra Operating Companies may have unpredicted and/or special purchase needs for Products that cannot be accommodated by the purchase and sale mechanism set forth in Section 2 above, including ConAgra's and/or the ConAgra Operating Companies' desire to effect forward purchases of Products (i.e., the purchase of goods made pursuant to a contract in which the buyer and seller agree to terms and conditions for future delivery of those goods). With respect to such special circumstances, ConAgra and/or the ConAgra Operating Companies will use their good faith efforts to work with Pilgrim's and the Pilgrim Operating Companies so that Pilgrim's will have the first opportunity to supply such Products where practical, but in the event Pilgrim's or any Pilgrim Operating Company is unable to supply such Products, or does not agree to effect ConAgra's and/or the ConAgra Operating Companies' forward purchases of Products, ConAgra and/or the ConAgra Operating Companies shall be free to purchase such Products (including forward purchases of Products) from unrelated third-party suppliers. With respect to any such Products that Pilgrim's or a Pilgrim Operating Company is initially unable to provide ConAgra (and for which ConAgra has not entered enter into an agreement that requires such Product to be supplied by a third party), ConAgra shall offer Pilgrim's or the applicable Pilgrim Operating Company the opportunity to provide such Products pursuant to the next three (3) month notice under Section 2 above if ConAgra's requirements for such Products continue.

6. REPRESENTATIONS AND WARRANTIES OF PILGRIM'S. Pilgrim's warrants and represents that:

(a) All of the Products shall comply with the specifications therefor, and shall be fit and wholesome for human consumption at the time of delivery.

(b) None of the Products delivered hereunder shall be, as of the date of such delivery, adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or any other applicable food or drug law or regulation. All Products delivered pursuant to this Agreement by Pilgrim's or any Pilgrim Operating Company shall be goods that, under the provisions of such laws and regulations, may be lawfully shipped and sold in interstate commerce and conform in all respects to the requirements of such laws and rules and regulations issued pursuant to such laws.

(c) The Products shall be merchantable, of good quality, and fit for the purpose intended.

(d) The execution of the Agreement and performance of its obligations under this Agreement does not, and will not, breach or conflict with any agreement, pledge, or contract to which Pilgrim's or any Pilgrim Operating

Company is a party or to which any of the assets of Pilgrim's or any Pilgrim Operating Company are subject.

(e) Pilgrim's or a Pilgrim Operating Company shall have clear title to all Products sold to ConAgra and/or the ConAgra Operating Companies hereunder, and ConAgra and/or the ConAgra Operating Companies shall receive clear and unencumbered title to such Products.

7. REPRESENTATIONS AND WARRANTIES OF ConAgra. The execution of the Agreement and performance of its obligations under this Agreement does not, and will not, breach or conflict with any agreement, pledge, or contract to which ConAgra and/or any ConAgra Operating Company is a party or to which any assets of ConAgra or any ConAgra Operating Company are subject.

8. INDEMNIFICATION.

(a) Pilgrim's shall indemnify and hold ConAgra and the ConAgra Operating Companies harmless from and against any and all claims, demands, actions, causes of action, proceedings, judgments and other liabilities, obligations, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) of any nature which arise out of Pilgrim's negligent acts or omissions or result from a breach by Pilgrim's of any representation, warranty, covenant or agreement provided herein.

(b) ConAgra shall indemnify and hold Pilgrim's and the Pilgrim Operating Companies harmless from and against any and all claims, demands, actions, causes of action, proceedings, judgments and other liabilities, obligations, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) which arise out of ConAgra's negligent acts or omissions or result from a breach by ConAgra of any representation, warranty, covenant or agreement provided herein.

9. INSURANCE. During the term of this Agreement each party shall maintain adequate public liability or other insurance with reputable insurance companies as hereinafter set forth. Each party shall furnish the other party with certificates of insurance properly executed by its insurers evidencing such insurance, and requiring the insurers to give at least thirty (30) days notice to the other party in the event of cancellation or material alteration of such coverage. The minimum insurance coverage to be maintained shall be as follows:

(a) Commercial general liability insurance written on occurrence form, providing blanket contractual liability coverage and products liability (including coverage for terroristic acts, if available and at a reasonable cost) against claims for bodily injury, death and property damage, affording minimum single limit protection of no less than U.S. Two Million Dollars (US$2,000,000) per occurrence.

(b) Worker's compensation (or acceptable equivalent) insurance in accordance with the statutory requirements (including any self-insurance provisions, if applicable) of the states in which the insured conducts its operations and employer's liability insurance affording minimum single limit protection of $1,000,000 in respect to personal injury or death resulting from one occurrence.

(c) Automobile liability insurance with limits of coverage of no less than $2,000,000 per occurrence.

(d) Excess liability insurance with limits of coverage of no less than $3,000,000 per occurrence and must follow form on all underlying policies.

10. CONFIDENTIALITY. Each party acknowledges that in connection with this Agreement it may receive certain confidential information from the other party ("Confidential Information"). The receiving party shall not at any time disclose the Confidential Information to any person, firm, partnership, corporation or other entity (other than persons employed by the receiving party and having a need to access the Confidential Information for purposes of performing this Agreement) for any reason whatsoever, nor shall the receiving party use the Confidential Information for its benefit or for the benefit of any person, firm, partnership or affiliates during the term of this Agreement or for any purpose other than this Agreement, and for a period of two (2) years after the termination hereof unless required by any governmental authority or in response to any valid legal process. Confidential Information disclosure will be limited to that information necessary to effectuate the purpose of this Agreement. Each party shall take all actions necessary to ensure that its employees and representatives having access to the Confidential Information are bound by the terms of this Agreement. Confidential Information shall not include information which (i) was in the receiving party's possession prior to disclosure, (ii) is hereafter independently developed by the receiving party, (iii) lawfully comes into the possession of the receiving party, or (iv) is now or subsequently becomes, through no act or failure to act by the receiving party, part of the public domain.

11. FORCE MAJEURE. Neither Pilgrim's nor ConAgra shall be liable for, or deemed to be in default hereunder or subject to any remedies of the other party as a result of, delays or performance failures due to power failures, fire, acts of God, acts of civil or military authority, embargoes, epidemics, terrorism, strikes, riots or similar causes beyond such party's reasonable control, and without the fault or negligence of ConAgra, any ConAgra Operating Company, Pilgrim's or any Pilgrim Operating Company. Should any force majeure condition occur which prevents Pilgrim's or any Pilgrim Operating Company from performing its obligations pursuant to this Agreement from one of its plants, Pilgrim's shall, at ConAgra's request, use commercially reasonable efforts to provide Products from another plant of Pilgrim's or any Pilgrim Operating Company. If Pilgrim's is unable to provide Products from another Pilgrim's plant, then ConAgra shall

have the right during the period of force majeure to either (i) purchase Products from any third party, or (ii) to the extent Pilgrim's may agree, direct Pilgrim's to obtain Products required hereunder by ConAgra and/or the ConAgra Operating Companies from third party suppliers reasonably acceptable to ConAgra. Each party shall use reasonable best efforts to minimize the impact of any force majeure condition it experiences on the other party to this Agreement and to otherwise keep the other party timely advised as to minimization and removal of such condition.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Delaware, excluding its choice of law rules.

13. NO ASSIGNMENT. Neither party may assign this Agreement or its rights hereunder without prior written consent from the other party, which consent shall not be unreasonably withheld. For purposes of this Agreement, an assignment shall be deemed to occur upon a change in the controlling ownership interest of the respective party (or any Operating Company), either directly or indirectly, whether by merger, consolidation, stock transfer, or otherwise. In the event the proposed assignee of this Agreement does not accept assignment of this Agreement or in the event such consent is withheld with respect to the sale, merger or other transfer of any Operating Company or the assets thereof, then in either event the assigning party shall have the right to terminate this Agreement; provided that with respect to a proposed partial assignment, such termination shall only relate to the Operating Companies or plants, as applicable, subject to such partial assignment. In the event either party is interested in selling any plant or business which is involved in either the purchase or sale under this Agreement, then the party desiring to sell such plant or business shall notify the other party hereto of its interest in such sale at the same time it notifies third parties of its interest in selling the plant or business.

14. NOTICES. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered personally or via telefacsimile or overnight courier, or mailed by registered, certified or express mail, postage prepaid, as follows:

(a)	If to Pilgrim's or any Pilgrim Operating Company:	Pilgrim's Pride Corporation 110 South Texas Street Pittsburg, TX 75686 ATTN: CFO Fax: (903) 855-4934
	With a copy to:	Pilgrim's Pride Corporation 110 South Texas Street Pittsburg, TX 75686 ATTN: Risk Management Department Fax: (903) 855-4136

(b)	If to ConAgra and/or any ConAgra Operating Company:	ConAgra Foods, Inc. One ConAgra Drive Omaha, NE 68102 ATTN: CONTROLLER Fax: (402) 595-4611

or at such other address as any party hereto shall have designated by notice in writing to the other parties hereto.

14. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and permitted assigns.

15. ENTIRE AGREEMENT; AMENDMENTS. This writing constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations on the subject matter herein whether written or oral, and shall not be modified or amended except by written agreement duly executed by the parties hereto.

16. WAIVER. A waiver by either party of any breach or default of this Agreement is not to be construed as a waiver of any subsequent breach or default.

17. INDEPENDENT CONTRACTORS. The relationship between the parties shall at all times be deemed that of independent contractors. This Agreement is not intended to create between the parties a relationship of partners, principal and agent, joint venturers or any other similar relationship.

18. NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL A PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, REPRESENTATIVES AND EMPLOYEES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, REPRESENTATIVES AND EMPLOYEES, WHETHER BASED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, FOR ANY LOSS OF THE INCOME, PROFIT OR SAVINGS OR COST OF CAPITAL OR FINANCING OF THE OTHER PARTY OR ITS AFFILIATES, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, RESULTING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS DELIVERED HEREUNDER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

CONAGRA FOODS, INC., a Delaware corporation	PILGRIM'S PRIDE CORPORATION, a Delaware corporation
By: _____	By: _____
Its: _____	Its: _____

EXHIBIT 1.1(d)

ENVIRONMENTAL LICENSE AGREEMENT

THIS AGREEMENT, by and between CONAGRA FOODS, INC. ("ConAgra"), a Delaware corporation, and PILGRIM'S PRIDE CORPORATION, a Delaware corporation ("Buyer") is made and entered into as of this _____ day of _____, 2003, upon the following terms and agreement of the parties:

WHEREAS, on the date hereof, Pilgrim's acquired from ConAgra certain operations located at 1810 St. Louis, Street, Batesville, Independence County, Arkansas, including a poultry processing facility, feedmill and two hatcheries ("Poultry Operations").

WHEREAS, ConAgra retained and continues to operate on real estate adjacent to the Poultry Operations a cook plant (the "Cook Plant"), and an industrial wastewater pre-treatment facility (the "Facility"). The Facility provides wastewater collection, pre-treatment and discharge of industrial wastewater to the Batesville POTW. The Facility currently operates pursuant to Industrial Wastewater Discharge Permit No. 003 (the "Permit") issued by the Batesville Utility Commission.

WHEREAS, the Facility provides wastewater treatment for both the Cook Plant and the Poultry Operations.

WHEREAS, ConAgra and Buyer desire to agree to terms and conditions upon which ConAgra will provide wastewater collection, treatment and disposal service to the Poultry Operations and Buyer will pay ConAgra for such services.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, ConAgra and Buyer agree as follows:

1. ConAgra shall operate and maintain the Facility in such manner as ConAgra deems appropriate, provided that ConAgra shall comply with all applicable laws, regulations or orders of any governmental authorities in operating the Facility, and provided further that ConAgra shall accept for treatment and disposal all wastewater from the Poultry Operations subject to the terms and conditions set forth herein.

2. ConAgra understands and agrees that Buyer shall have the right during the term of this Agreement to discharge an average daily flow of up to 900,000 gallons per day of wastewater from the Poultry Operations into the Facility, or discharge of the same average daily flow as calculated over the past six months, whichever is greater, and ConAgra shall accept, treat and dispose of all or any part of the wastewater discharge from the Poultry Operations, up to 900,000 gallons per day, or discharge of the same average daily flow as calculated over the past six months, whichever is greater, subject to the terms and conditions set forth in this Agreement.

3. Buyer shall pay ConAgra for the services provided herein, on a monthly basis, at the rate of $54,000 per month. Payment shall be made within fifteen (15) days of the last business day of each month during the term of this Agreement.

4. ConAgra's obligations hereunder are contingent upon the Poultry Operations maintaining the same quality and quantity of its wastewater discharge to the Facility at its current operational levels and limits.

5. The Poultry Operations' wastewater discharge may be monitored for the above-referenced parameters at the following indicated frequency:

PARAMETER	MEASUREMENT LOCATION	FREQUENCY	SAMPLE TYPE
Flow (gpd)	Incoming Water Meter for Continuous Meter Each Operations Location	Continuous	
pH (SU)	Deep Raw Water Pit at Facility	Randomly	Grab
BOD	Deep Raw Water Pit at Facility	Randomly	24-hr Composite
TSS	Deep Raw Water Pit at Facility	Randomly	24-hr Composite
Oil and Grease (mg/1)	Deep Raw Water Pit at Facility	Randomly	Grab
Temperature (oF)	Deep Raw Water Pit at Facility	Randomly	Grab

All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 CFR Part 136 and amendments thereto unless specified otherwise in the monitoring conditions of the Permit. All monitoring results shall be available to ConAgra on a daily basis. All monitoring results shall be summarized and reported monthly. The reports are due on the 10th day of each month.

6. ConAgra shall obtain and maintain all permits, licenses and approvals required by all appropriate governmental authorities pertaining to the operations of the Facility, in accordance with all applicable regulations and standards imposed by such authorities.

7. ConAgra agrees to maintain and operate all components of the Facility, including the Facility's pumps, pipes, and other equipment necessary to provide pretreatment of industrial wastewater from the Poultry Operations at

the Facility, at the level or standard necessary to comply with its operating permits and licenses.

8. If at any time any order, rule or regulation of any governmental authority shall terminate, interrupt or otherwise interfere with ConAgra's ability to accept, or if ConAgra shall be unable for any reason whatsoever (whether within or beyond the control of ConAgra), to accept, for immediate treatment and disposal at the Facility, all or any part of the Poultry Operations' wastewater discharges, then ConAgra shall have the option, in its sole discretion, to shut down or abandon the Facility or dispose of wastewater from the Cook Plant in an alternate

way. In such event, Buyer shall have the option, at its sole cost and expense, and without any liability on the part of ConAgra in any manner whatsoever, to make any repairs or improvements necessary to continue or resume authorized wastewater treatment services at the Facility or to treat and dispose of wastewater discharges from the Poultry Operations in an alternate manner.

9. ConAgra shall pay all normal and routine maintenance costs in connection with operation of the Facility. However, in the event during the term of this Agreement any capital expenditure is required to continue to provide the wastewater treatment services provided for in this Agreement, then ConAgra will provide Buyer with an estimate of these capital expenditures and, in the event Buyer agrees to pay its proportionate share (50%) of such capital expenditures, then ConAgra will make such necessary capital repairs. If Buyer does not agree to pay its proportionate share of the cost of such capital expenditure, then ConAgra shall have the right to immediately terminate this Agreement without any liability or obligation to Buyer of any nature whatsoever.

10. In the event that Buyer chooses to cease use of the Facility and discharge its wastewater to the Batesville POTW, ConAgra agrees to negotiate in good faith for a right-of-way to Buyer across ConAgra's real estate adjacent to the Poultry Operations, if such right-of-way is reasonably necessary to provide access from the Poultry Operations to the Batesville POTW.

11. The parties hereto understand and agree that nothing in this Agreement shall be construed to impose any obligation on the Poultry Operations to use the Facility to treat or dispose of all or any part of the Poultry Operation's wastewater. The Poultry Operation's right to discharge up to 900,000 gallons per day of the Poultry Operation's wastewater into the Facility, or discharge of the same average daily flow as calculated over the past six months, whichever is greater, may be exercised by Buyer at any time, from time to time, or not at all, as Buyer deems appropriate in its sole discretion. Buyer must give ConAgra 60 days notice of its intent to cease use of the Facility.

12. The term of this Agreement shall be one (1) year from the date first set forth above, unless otherwise terminated pursuant to the terms of this Agreement.

13. All notices or communications required to be given under this Agreement shall be provided as follows:

To ConAgra: ConAgra Foods, Inc.
1810 St. Louis Street
Batesville, AR 72501
ATTN: Controller

To Buyer: Pilgrim's Pride Corporation

ATTN: CFO

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

15. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements and understandings, oral and written, with respect to the subject matter hereof.

16. Neither this Agreement nor any of the parties' rights hereunder shall be assignable by either party hereto without the prior written consent of the other party hereto, such consent not to be unreasonably withheld.

17. This Agreement shall not be amended or modified, except until as provided for in a written instrument executed by authorized representatives of both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above-indicated.

CONAGRA FOODS, INC.	PILGRIM'S PRIDE CORPORATION
- ------------------------	----------------------------
Name	Name
- ------------------------	----------------------------
Title	Title

EXHIBIT 1.1(f)

MOLINOS SUPPLY AGREEMENT

THIS AGREEMENT is made as of _____, 2003 by and between MOLINOS DE PUERTO RICO, INC., a Nebraska corporation ("Molinos") and TO-RICOS, INC., a Nebraska corporation ("To-Ricos").

RECITALS:

(a) To-Ricos uses the Products (as defined below) in its feedmill in Puerto Rico.

(b) Molinos and To-Ricos desire to establish a mutually-preferred supplier/purchaser agreement and to facilitate a relationship which enhances To-Ricos' purchase of, and the sale by Molinos of, the Products.

(c) To-Ricos' interest is to purchase its requirements of Products at competitive delivered prices, and Molinos' interest is for Molinos to supply such quantities of Products to To-Ricos at competitive delivered prices.

AGREEMENT:

In consideration of the foregoing recitals which are incorporated with and are made a part of this Agreement, and in further consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. GENERAL STATEMENT. To-Ricos hereby agrees that Molinos is a preferred supplier of the Products and Molinos hereby agrees that To-Ricos is a preferred purchaser of the Products.

2. PURCHASE AND SALE OF PRODUCTS. In order to facilitate this preferred supplier/purchaser relationship, and subject to the terms and conditions set forth herein, Molinos shall sell to To-Ricos, and To-Ricos shall purchase from Molinos, To-Ricos' requirements of corn and soybean meal (collectively, the "Products"), or in such other volumes as the parties may mutually agree upon from time to time. At least three (3) days prior to the start of each period of time mutually agreed to by the parties during the term of this Agreement, Molinos will contact To-Ricos to obtain To-Ricos' good faith estimate of anticipated purchases of Products for the next immediately succeeding mutually agreed to production period ("Production Period"). Included in the information to be provided by To-Ricos will be the type of Products, quantities, specifications, estimated delivery requirements and other relevant information for the upcoming Production Period and To-Ricos shall offer Molinos the right to provide such Products to To-Ricos on the terms and conditions set forth herein. Based on this information, Molinos will notify To-Ricos within three (3) days thereafter (or such other period of time as to which the parties may mutually agree) which Products it desires to supply. Within three (3) days (or such other period as to which the parties may mutually agree) after sending such notice to To-Ricos, Molinos will meet with To-Ricos to develop good faith estimated orders for the Products for the upcoming Production Period. Each

party agrees to give the other party, if possible, at least ninety (90) days prior written notice of any significant demand change with respect to the Products to be supplied and purchased hereunder of which either party may become aware. To maintain this preferred supplier status, Molinos shall meet To-Ricos' specifications (consistent with existing specifications and as may be reasonably changed in the future), quantity delivery and service requirements. To maintain this preferred purchaser status, To-Ricos shall comply with the agreed payment terms. The scale at Molinos' elevator shall be used to establish quantities of Products sold to To-Ricos hereunder. The scale at Molinos' elevator shall be certified periodically by the applicable Puerto Rican governmental agency, but not more than twice a year.

3. PRICING OF PRODUCTS. All Products supplied to To-Ricos hereunder shall be sold at New Orleans grain market prices with market freight and execution costs (e.g., New Orleans loading charges, port fees, fuel escalation, etc.). All prices are FOB Molinos' elevator in Puerto Rico. Molinos will meet periodically with To-Ricos to discuss and determine pricing and payment mechanics and procedures.

4. TERM. The term of this Agreement shall be five (5) years commencing on the date hereof.

5. SPECIAL CIRCUMSTANCES. The parties acknowledge that, from time to time, To-Ricos may have unpredicted and/or special purchase needs for Products that cannot be accommodated by the purchase and sale mechanism set forth in Section 2 above, including To-Ricos' desire to effect forward purchases of Products (i.e., the purchase of goods made pursuant to a contract in which the buyer and seller agree to terms and conditions for future delivery of those goods). With respect to such special circumstances, To-Ricos will use its good faith efforts to work with Molinos so that Molinos will have the first opportunity to supply such Products where practical, but in the event Molinos is unable to supply such Products, or does not agree to effect To-Ricos' forward purchases of Products, To-Ricos shall be free to purchase such Products (including forward purchases of Products) from unrelated third-party suppliers. With respect to any such Products that Molinos is initially unable to provide To-Ricos (and for which To-Ricos has not entered enter into an agreement that requires such Product to be supplied by a third party), To-Ricos shall offer Molinos the opportunity to provide such Products pursuant to the next three (3) month notice under Section 2 above if To-Ricos' requirements for such Products continue.

6. REPRESENTATIONS AND WARRANTIES OF MOLINOS. Molinos warrants and represents that:

(a) All of the Products shall comply with the specifications therefor, and shall be merchantable, of good quality and fit for the purpose intended.

(b) The execution of the Agreement and performance of its obligations under this Agreement does not, and will not, breach or conflict with any agreement, pledge, or contract to which Molinos is a party or to which any of the assets of Molinos are subject.

(c) Molinos shall have clear title to all Products sold to To-Ricos hereunder, and To-Ricos shall receive clear and unencumbered title to such Products.

7. REPRESENTATIONS AND WARRANTIES OF TO-RICOS. The execution of the Agreement and performance of its obligations under this Agreement does not, and will not, breach or conflict with any agreement, pledge, or contract to which To-Ricos is a party or to which any assets of To-Ricos are subject.

8. INDEMNIFICATION.

(a) Molinos shall indemnify and hold To-Ricos harmless from and against any and all claims, demands, actions, causes of action, proceedings, judgments and other liabilities, obligations, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) of any nature which arise out of Molinos' negligent acts or omissions or result from a breach by Molinos of any representation, warranty, covenant or agreement provided herein.

(b) To-Ricos shall indemnify and hold Molinos harmless from and against any and all claims, demands, actions, causes of action, proceedings, judgments and other liabilities, obligations, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) which arise out of To-Ricos' negligent acts or omissions or result from a breach by To-Ricos of any representation, warranty, covenant or agreement provided herein.

9. INSURANCE. During the term of this Agreement each party shall maintain adequate public liability or other insurance with reputable insurance companies as hereinafter set forth. Each party shall furnish the other party with certificates of insurance properly executed by its insurers evidencing such insurance, and requiring the insurers to give at least thirty (30) days notice to the other party in the event of cancellation or material alteration of such coverage. The minimum insurance coverage to be maintained shall be as follows:

(a) Commercial general liability insurance written on occurrence form, providing blanket contractual liability coverage and products liability (including coverage for terroristic acts, if available and at a reasonable cost) against claims for bodily injury, death and property damage, affording minimum single limit protection of no less than U.S. Two Million Dollars (US$2,000,000) per occurrence.

(b) Worker's compensation (or acceptable equivalent) insurance in accordance with the statutory requirements (including any self-insurance provisions, if applicable) of the states in which the insured conducts its operations and employer's liability insurance affording minimum single limit protection of $1,000,000 in respect to personal injury or death resulting from one occurrence.

(c) Automobile liability insurance with limits of coverage of no less than $2,000,000 per occurrence.

(d) Excess liability insurance with limits of coverage of no less than $3,000,000 per occurrence and must follow form on all underlying policies.

10. CONFIDENTIALITY. Each party acknowledges that in connection with this Agreement it may receive certain confidential information from the other party ("Confidential Information").

The receiving party shall not at any time disclose the Confidential Information to any person, firm, partnership, corporation or other entity (other than persons employed by the receiving party and having a need to access the Confidential Information for purposes of performing this Agreement) for any reason whatsoever, nor shall the receiving party use the Confidential Information for its benefit or for the benefit of any person, firm, partnership or affiliates during the term of this Agreement or for any purpose other than this Agreement and for a period of two (2) years after the termination hereof unless required by any governmental authority or in response to any valid legal process. Confidential Information disclosure will be limited to that information necessary to effectuate the purpose of this Agreement. Each party shall take all actions necessary to ensure that its employees and representatives having access to the Confidential Information are bound by the terms of this Agreement. Confidential Information shall not include information which (i) was in the receiving party's possession prior to disclosure, (ii) is hereafter independently developed by the receiving party, (iii) lawfully comes into the possession of the receiving party, or (iv) is now or subsequently becomes, through no act or failure to act by the receiving party, part of the public domain.

11. FORCE MAJEURE. Neither Molinos nor To-Ricos shall be liable for, or deemed to be in default hereunder or subject to any remedies of the other party as a result of, delays or performance failures due to power failures, fire, acts of God, acts of civil or military authority, embargoes, epidemics, terrorism, strikes, riots or similar causes beyond such party's reasonable control, and without the fault or negligence of To-Ricos or Molinos. Should any force majeure condition occur which prevents Molinos from performing its obligations pursuant to this Agreement from the Molinos elevator, Molinos shall, at To-Ricos' request, use commercially reasonable efforts to provide Products from another elevator of Molinos or any affiliate of Molinos. If Molinos is unable to provide Products from another Molinos elevator, then To-Ricos shall have the right during the period of force majeure to either (i) purchase Products from any third party, or (ii) to the extent Molinos may agree, direct Molinos to obtain Products required hereunder by To-Ricos from any third party suppliers reasonably acceptable to To-Ricos. Each party shall use reasonable best efforts to minimize the impact of any force majeure condition it experiences on the other party to this Agreement and to otherwise keep the other party timely advised as to minimization and removal of such condition.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Delaware, excluding its choice of law rules.

13. NO ASSIGNMENT. Neither party may assign this Agreement or its rights hereunder without prior written consent from the other party, which consent shall not be unreasonably withheld. For purposes of this Agreement, an assignment shall be deemed to occur upon a change in the controlling ownership interest of the respective party, either directly or indirectly, whether by merger, consolidation, stock transfer, or otherwise. In the event the proposed assignee of this Agreement does not accept assignment of this Agreement or in the event such consent is withheld with respect to the sale, merger or other transfer of any party hereto or the assets thereof, then in either event the assigning party shall have the right to terminate this Agreement; provided that with respect to a proposed partial assignment, such termination shall only relate to the plants, subject to such partial assignment. In the event either party is interested in selling any plant or business which is involved in either the purchase or sale under this Agreement, then the party desiring to sell such plant or business shall notify the other party hereto of its interest in such sale at the same time it notifies third parties of its interest in selling the plant or business.

14. NOTICES. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered personally or via telefacsimile or overnight courier, or mailed by registered, certified or express mail, postage prepaid, as follows:

(a) If to Molinos: Molinos de Puerto Rico, Inc.

P.O. BOX 364948

SAN JUAN, PR 00939

ATTN: PRESIDENT

with a copy to: ConAgra Foods, Inc.
One ConAgra Drive
Omaha, NE 68102-5001
ATTN: Controller

(b) If to To-Ricos:

ATTN:

or at such other address as any party hereto shall have designated by notice in writing to the other parties hereto.

15. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and permitted assigns.

16. ENTIRE AGREEMENT; AMENDMENTS. This writing constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations on the subject matter herein whether written or oral, and shall not be modified or amended except by written agreement duly executed by the parties hereto.

17. WAIVER. A waiver by either party of any breach or default of this Agreement is not to be construed as a waiver of any subsequent breach or default.

18. INDEPENDENT CONTRACTORS. The relationship between the parties shall at all times be deemed that of independent contractors. This Agreement is not intended to create between the parties a relationship of partners, principal and agent, joint venturers or any other similar relationship.

19. NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL A PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, REPRESENTATIVES AND EMPLOYEES BE LIABLE TO THE OTHER PARTY OR ITS

AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, REPRESENTATIVES AND EMPLOYEES, WHETHER BASED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, FOR ANY LOSS OF THE INCOME, PROFIT OR SAVINGS OR COST OF CAPITAL OR FINANCING OF THE OTHER PARTY OR ITS AFFILIATES, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, RESULTING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS DELIVERED HEREUNDER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

MOLINOS DE PUERTO RICO, INC., a Nebraska corporation	TO-RICOS, INC., a Nebraska corporation
By: ----------	By: ----------
Its: ----------	Its: ----------

EXHIBIT 1.1(g)

MONTGOMERY SUPPLY AGREEMENT

THIS AGREEMENT is made as of _____, 2003 by and between CONAGRA FOODS, INC., a Delaware corporation ("ConAgra"), and PILGRIM'S PRIDE CORPORATION, a Delaware corporation ("Pilgrim's").

RECITALS:

(a) Pilgrim's and certain of its operating companies (individually, a "Pilgrim Operating Company" and, collectively, the "Pilgrim Operating Companies") use certain Products (as defined below) that are produced by ConAgra on a chicken breast line located within ConAgra's Montgomery, Alabama facility (the "ConAgra Facility").

(b) ConAgra and Pilgrim's desire to establish a mutually-preferred supplier/purchaser agreement and to facilitate a relationship which enhances Pilgrim's and the Pilgrim Operating Companies' purchase of, and the sale by ConAgra of, the Products, taking into consideration relevant commercial market factors.

(c) Pilgrim's and the Pilgrim Operating Companies' interest is to purchase quantities of Products in amounts substantially similar to the volume of Products purchased by ConAgra Poultry Company prior to the date of this Agreement (subject to changes in product mix, product reformulation, market conditions, etc.) at competitive delivered prices, and ConAgra's interest is for ConAgra to supply such quantities of Products to Pilgrim's and the Pilgrim Operating Companies at competitive delivered prices.

AGREEMENT:

In consideration of the foregoing recitals which are incorporated with and are made a part of this Agreement, and in further consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. GENERAL STATEMENT. Pilgrim's hereby agrees that ConAgra is a preferred supplier of the Products and ConAgra hereby agrees that Pilgrim's and the Pilgrim Operating Companies are preferred purchasers of the Products. All raw materials required by ConAgra to produce the Products under this Agreement shall be supplied by Pilgrim's in accordance with that certain ConAgra Supply Agreement between the parties of even date herewith provided, however, that the cost of the raw materials so supplied by Pilgrim's shall not be used adversely against ConAgra when comparing ConAgra's Cost (as defined below) pursuant to the terms of Section 3 below.

2. PURCHASE AND SALE OF PRODUCTS. In order to facilitate this preferred supplier/purchaser relationship, and subject to the terms and conditions set forth herein, ConAgra shall sell to Pilgrim's and the Pilgrim Operating Companies, and Pilgrim's and the Pilgrim Operating Companies shall purchase from ConAgra, those specific chicken breast products produced for

existing customer base at the ConAgra Facility meeting Pilgrim's and the Pilgrim Operating Companies' quality and service standards (collectively, the "Products") in amounts substantially similar to the volume of Products purchased by ConAgra Poultry Company during the twelve (12) month period prior to the date of this Agreement (subject to changes in product mix, product reformulation, market conditions, etc.), or in such greater or smaller volumes as the parties may mutually agree upon from time to time. The parties agree that Pilgrim's will offer ConAgra the first opportunity to provide Pilgrim's and the Pilgrim Operating Companies (including operating companies formed or acquired after the date hereof that require Products, subject to compliance with such companies' supply agreements or arrangements existing prior to, and not established in contemplation of such companies' acquisition) additional Products that any of them may require as a result of changes in product mix and product reformulations, other than proprietary or other products brought to Pilgrim's or the Pilgrim Operating Companies by any third party for the development and/or manufacture of new products. At least three (3) days prior to the start of each period of time mutually agreed to by the parties during the term of this Agreement, ConAgra will contact Pilgrim's and those Pilgrim Operating Companies requiring a supply of Products for the next immediately succeeding mutually agreed to production period ("Production Period") to obtain Pilgrim's and/or such Pilgrim Operating Companies' good faith estimate of anticipated purchases of Products. Included in the information to be provided by Pilgrim's and/or the Pilgrim Operating Companies will be the type of Products, quantities, specifications, estimated delivery requirements and other relevant information for the upcoming Production Period and Pilgrim's and/or the Pilgrim Operating Companies shall offer ConAgra the right to provide such Products to Pilgrim's on the terms and conditions set forth herein. Based on this information, ConAgra will notify Pilgrim's within three (3) days thereafter (or such other period of time as to which the parties may mutually agree) which Products it desires to supply. Within three (3) days (or such other period as to which the parties may mutually agree) after sending such notice to Pilgrim's, ConAgra will meet with Pilgrim's to develop good faith estimated orders for the Products for the upcoming Production Period. Each party agrees to give the other party, if possible, at least ninety (90) days prior written notice of any significant demand change with respect to the Products to be supplied and purchased hereunder of which either party may become aware. To maintain this preferred supplier status, ConAgra shall meet Pilgrim's and the Pilgrim Operating Companies' specifications (consistent with existing specifications and as may be reasonably changed in the future), quantity, delivery and service requirements. To maintain this preferred purchaser status, Pilgrim's and the Pilgrim Operating companies shall comply with the agreed payment terms.

3. PRICING OF PRODUCTS. All products supplied to Pilgrim's and/or the Pilgrim Operating Companies hereunder shall be sold at ConAgra's actual total production cost (including meat cost, ingredient cost, yield and overhead) in producing Products at the ConAgra Facility ("ConAgra's Cost"), plus $.18 per pound of Product. The parties agree that during the term of this Agreement, interest and allocated corporate overhead will not exceed on a per pound basis interest and allocated corporate overhead for ConAgra's fiscal year 2003. ConAgra agrees to use its reasonable best efforts to manage its fixed and variable costs in producing Products at the ConAgra Facility as efficiently as possible. Both parties will agree to an industry standard cost benchmark or other metrics to which ConAgra's Cost can be compared in order to insure the competitive cost structure at the ConAgra Facility. Pilgrim's shall have at all reasonable times the right to audit ConAgra's books and records in order to verify ConAgra's Cost and ConAgra's determination and calculation thereof.

If, at any time, during the term of this Agreement, ConAgra and Pilgrim's cannot agree on any price or component of the price which is to be mutually agreed to by the parties, then the pricing dispute shall be submitted to Pilgrim's Vice President of Sales and ConAgra's Vice President of Operations (for the ConAgra operation involved in the pricing dispute) for resolution. If these individuals are unable to resolve such pricing dispute after ten (10) days of discussions, then the pricing dispute shall be submitted to Pilgrim's Chief Financial Officer and ConAgra's Executive Vice President Operations Control and Development for resolution.

4. TERM. The term of this Agreement shall be two (2) years commencing on the date hereof, provided however, this Agreement shall earlier terminate in the event of a "Customer Base Event" (as defined below). As of June 7, 2003, ConAgra is producing certain specific Products on the chicken breast line at the ConAgra Facility for sale to an existing customer base. As used herein, a "Customer Base Event" occurs if, after June 7, 2003, such existing customer base ceases for any reason to purchase such specific Products from ConAgra or a ConAgra affiliate (prior to the closing of the transactions contemplated by the Stock Purchase Agreement, dated June ___, 2003, between ConAgra and Pilgrim's), or from Pilgrim's or an Acquired Company (as defined in the Stock Purchase Agreement) after such closing.

5. SPECIAL CIRCUMSTANCES. The parties acknowledge that, from time to time, Pilgrim's and/or the Pilgrim Operating Companies may have unpredicted and/or special purchase needs for Products that cannot be accommodated by the purchase and sale mechanism set forth in Section 2 above, including Pilgrim's and/or the Pilgrim Operating Companies' desire to effect forward purchases of Products (i.e., the purchase of goods made pursuant to a contract in which the buyer and seller agree to terms and conditions for future delivery of those goods). With respect to such special circumstances, Pilgrim's and/or the Pilgrim Operating Companies will use their good faith efforts to work with ConAgra so that ConAgra will have the first opportunity to supply such Products where practical, but in the event ConAgra is unable to supply such Products, or does not agree to effect Pilgrim's and/or the Pilgrim Operating Companies' forward purchases of Products, Pilgrim's and/or the Pilgrim Operating Companies shall be free to purchase such Products (including forward purchases of Products) from unrelated third-party suppliers. With respect to any such Products that ConAgra is initially unable to provide Pilgrim's (and for which Pilgrim's has not entered enter into an agreement that requires such Product to be supplied by a third party), Pilgrim's shall offer ConAgra the opportunity to provide such Products pursuant to the next three (3) month notice under Section 2 above if Pilgrim's requirements for such Products continue.

6. REPRESENTATIONS AND WARRANTIES OF CONAGRA. ConAgra warrants and represents that:

(a) All of the Products shall comply with the specifications therefor, and shall be fit and wholesome for human consumption at the time of delivery.

(b) None of the Products delivered hereunder shall be, as of the date of such delivery, adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or any other applicable food or drug law or regulation. All Products delivered pursuant to this Agreement by ConAgra shall be goods that, under the provisions of such laws and regulations, may be lawfully shipped and sold in interstate commerce and conform in all respects to the requirements of such laws and rules and regulations issued pursuant to such laws.

(c) The Products shall be merchantable, of good quality, and fit for the purpose intended.

(d) The execution of the Agreement and performance of its obligations under this Agreement does not, and will not, breach or conflict with any agreement, pledge, or contract to which ConAgra is a party or to which any of the assets of ConAgra are subject.

(e) ConAgra shall have clear title to all Products sold to Pilgrim's and/or the Pilgrim Operating Companies hereunder, and Pilgrim's and/or the Pilgrim Operating Companies shall receive clear and unencumbered title to such Products.

7. REPRESENTATIONS AND WARRANTIES OF PILGRIM'S. The execution of the Agreement and performance of its obligations under this Agreement does not, and will not, breach or conflict with any agreement, pledge, or contract to which Pilgrim's and/or any Pilgrim Operating Company is a party or to which any assets of Pilgrim's or any Pilgrim Operating Company are subject.

8. INDEMNIFICATION.

(a) ConAgra shall indemnify and hold Pilgrim's and the Pilgrim Operating Companies harmless from and against any and all claims, demands, actions, causes of action, proceedings, judgments and other liabilities, obligations, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) of any nature which arise out of ConAgra's negligent acts or omissions or result from a breach by ConAgra of any representation, warranty, covenant or agreement provided herein.

(b) Pilgrim's shall indemnify and hold ConAgra harmless from and against any and all claims, demands, actions, causes of action, proceedings, judgments and other liabilities, obligations, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) which arise out of Pilgrim's negligent acts or omissions or result from a breach by Pilgrim's and/or any Pilgrim Operating Company of any representation, warranty, covenant or agreement provided herein.

9. INSURANCE. During the term of this Agreement each party shall maintain adequate public liability or other insurance with reputable insurance companies as hereinafter set forth. Each party shall furnish the other party with certificates of insurance properly executed by its insurers evidencing such insurance, and requiring the insurers to give at least thirty (30) days notice to the other party in the event of cancellation or material alteration of such coverage. The minimum insurance coverage to be maintained shall be as follows:

(a) Commercial general liability insurance written on occurrence form, providing blanket contractual liability coverage and products liability (including coverage for terroristic acts, if available and at a reasonable cost) against claims for bodily injury, death and property damage, affording minimum single limit protection of no less than U.S. Two Million Dollars (US$2,000,000) per occurrence.

(b) Worker's compensation (or acceptable equivalent) insurance in accordance with the statutory requirements (including any self-insurance provisions, if applicable) of the states in which the insured conducts its operations and employer's liability insurance affording minimum single limit protection of $1,000,000 in respect to personal injury or death resulting from one occurrence.

(c) Automobile liability insurance with limits of coverage of no less than $2,000,000 per occurrence .

(d) Excess liability insurance with limits of coverage of no less than $3,000,000 per occurrence and must follow form on all underlying policies.

10. CONFIDENTIALITY. Each party acknowledges that in connection with this Agreement it may receive certain confidential information from the other party ("Confidential Information"). The receiving party shall not at any time disclose the Confidential Information to any person, firm, partnership, corporation or other entity (other than persons employed by the receiving party and having a need to access the Confidential Information for purposes of performing this Agreement) for any reason whatsoever, nor shall the receiving party use the Confidential Information for its benefit or for the benefit of any person, firm, partnership or affiliates during the term of this Agreement or for any purpose other than this Agreement and for a period of two (2) years after the termination hereof unless required by any governmental authority or in response to any valid legal process. Confidential Information disclosure will be limited to that information necessary to effectuate the purpose of this Agreement. Each party shall take all actions necessary to ensure that its employees and representatives having access to the Confidential Information are bound by the terms of this Agreement. Confidential Information shall not include information which (i) was in the receiving party's possession prior to disclosure, (ii) is hereafter independently developed by the receiving party, (iii) lawfully comes into the possession of the receiving party, or (iv) is now or subsequently becomes, through no act or failure to act by the receiving party, part of the public domain.

11. FORCE MAJEURE. Neither Pilgrim's nor ConAgra shall be liable for, or deemed to be in default hereunder or subject to any remedies of the other party as a result of, delays or performance failures due to power failures, fire, acts of God, acts of civil or military authority, embargoes, epidemics, terrorism, strikes, riots or similar causes beyond such party's reasonable control, and without the fault or negligence of ConAgra, Pilgrim's or any Pilgrim Operating Company. Should any force majeure condition occur which prevents ConAgra from performing its obligations pursuant to this Agreement from the ConAgra Facility, ConAgra shall, at Pilgrim's request, use commercially reasonable efforts to provide Products from another plant of ConAgra or any ConAgra Operating Company. If ConAgra is unable to provide Products from another ConAgra plant, then Pilgrim's shall have the right during the period of force majeure to either (i) purchase Products from any third party, or (ii) to the extent ConAgra may agree, direct ConAgra to obtain Products required hereunder by Pilgrim's and/or the Pilgrim Operating Companies from any third party suppliers reasonably acceptable to Pilgrim's. Each party shall use reasonable best efforts to minimize the impact of any force majeure condition it experiences on the other party to this Agreement and to otherwise keep the other party timely advised as to minimization and removal of such condition.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Delaware, excluding its choice of law rules.

13. NO ASSIGNMENT. Neither party may assign this Agreement or its rights hereunder without prior written consent from the other party, which consent shall not be unreasonably withheld. For purposes of this Agreement, an assignment shall be deemed to occur upon a change in the controlling ownership interest of the respective party (or any Operating Company), either directly or indirectly, whether by merger, consolidation, stock transfer, or otherwise. In the event the proposed assignee of this Agreement does not accept assignment of this Agreement or in the event such consent is withheld with respect to the sale, merger or other transfer of any Operating Company or the assets thereof, the assigning party shall have the right to terminate this Agreement; provided that with respect to a proposed partial assignment, such termination shall only relate to the Operating Companies or plants, as applicable, subject to such partial assignment. In the event either party is interested in selling any plant or business which is involved in either the purchase or sale under this Agreement, then the party desiring to sell such plant or business shall notify the other party hereto of its interest in such sale at the same time it notifies third parties of its interest in selling the plant or business.

14. NOTICES. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered personally or via telefacsimile or overnight courier, or mailed by registered, certified or express mail, postage prepaid, as follows:

(a) If to Pilgrim's or any Pilgrim's Operating Company:	Pilgrim's Pride Corporation 110 South Texas Street Pittsburg, TX 75686 ATTN: CFO Fax: (903) 855-4934
With a copy to:	Pilgrim's Pride Corporation 110 South Texas Street Pittsburg, TX 75686 ATTN: Risk Management Department Fax: (903) 855-4136
(b) If to ConAgra:	ConAgra Foods, Inc. One ConAgra Drive Omaha, NE 68102-5001 ATTN: Controller Fax: (402) 595-4611

or at such other address as any party hereto shall have designated by notice in writing to the other parties hereto.

14. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and permitted assigns.

15. ENTIRE AGREEMENT; AMENDMENTS. This writing constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations on the subject matter herein whether written or oral, and shall not be modified or amended except by written agreement duly executed by the parties hereto.

16. WAIVER. A waiver by either party of any breach or default of this Agreement is not to be construed as a waiver of any subsequent breach or default.

17. INDEPENDENT CONTRACTORS. The relationship between the parties shall at all times be deemed that of independent contractors. This Agreement is not intended to create between the parties a relationship of partners, principal and agent, joint venturers or any other similar relationship.

18. NO CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL A PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, REPRESENTATIVES AND EMPLOYEES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, REPRESENTATIVES AND EMPLOYEES, WHETHER BASED IN CONTRACT, TORT, WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, FOR ANY LOSS OF THE INCOME, PROFIT OR SAVINGS OR COST OF CAPITAL OR FINANCING OF THE OTHER PARTY OR ITS AFFILIATES, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, RESULTING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS DELIVERED HEREUNDER, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

CONAGRA FOODS, INC., a Delaware corporation	PILGRIM'S PRIDE CORPORATION, a Delaware corporation
By: ----------	By: ----------
Its: ----------	Its: ----------

EXHIBIT 1.1(i)

REGISTRATION RIGHTS AND TRANSFER RESTRICTION AGREEMENT

THIS REGISTRATION RIGHTS AND TRANSFER RESTRICTION AGREEMENT (the "Agreement") is made and entered into as of _____, 2003 by and between PILGRIM'S PRIDE CORPORATION, a Delaware corporation (the "Company"), Lonnie A. Pilgrim, Lonnie K. Pilgrim and CONAGRA FOODS, INC., a Delaware corporation ("Stockholder").

RECITALS

The Stockholder is the holder of _____ shares of Class A common stock of the Company acquired pursuant to a certain Stock Purchase Agreement dated June __, 2003 (the "Shares") by and between the Company and Stockholder (the "Purchase Agreement").

Lonnie A. Pilgrim and Lonnie K. Pilgrim collectively control a substantial majority of the shares of common stock of the Company.

The parties desire to provide for certain registration rights and transfer limitations with respect to common stock of the Company.

AGREEMENT

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

Class A Common Stock: the Class A common stock, $0.01 par value, of the Company.

Class B Common Stock: the Class B common stock, $0.01 par value, of the Company.

Commission: the Securities and Exchange Commission.

Common Stock: collectively, the Class A Common Stock and Class B Common Stock.

Exchange Act: the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

Pilgrim Family: Lonnie A. Pilgrim, his spouse, his issue, his estate and any trust, partnership, including Pilgrim Interest, Ltd., or other entity primarily for the benefit of his spouse and/or issue.

Prospectus: the prospectus included in any Registration Statement, as amended or supplemented by any amendment or prospectus supplement, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such prospectus.

Registrable Securities: shares of Class A Common Stock acquired by the Stockholder pursuant to the Purchase Agreement, all other shares of Common Stock, if any, held by the Stockholder on the date hereof, and securities of the Company issued or issuable with respect to any such shares by way of a dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization or otherwise.

Registration Statement: any registration statement of the Company under the Securities Act which covers resales of the Registrable Securities pursuant to the provisions of this Agreement, including the prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

Rule 144: Rule 144 under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission.

Securities Act: the Securities Act of 1933, as amended, and the rules and regulations promulgated by the Commission thereunder.

2. Registration.

2.1 Registration. The Company shall file a Registration Statement (on Form S-3 if available to the Company) to cover the offer and sale of all of the Registrable Securities, and shall use its reasonable best efforts to cause such Registration Statement to become effective no later than twelve months following the date hereof. The Company shall promptly, upon the written request of the Stockholder, file additional Registration Statements (on Form S-3 if available to the Company), if required, to cover the offer and sale of securities of the Company subsequently issued with respect to such Registrable Securities by way of a dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization or otherwise. The offering and sale of Registrable Securities shall be pursuant to a plan of distribution proposed by the Stockholder and approved by the Company (with such approval not to be unreasonably withheld), and may include underwritten offerings and the sale of Registrable Securities from time to time. The managing lead underwriter or underwriters in connection with any underwritten offering of the Registrable Securities

shall be proposed by the Stockholder and approved by the Company (with such approval not to be unreasonably withheld). The Company shall have the right to appoint its own underwriter to participate as a manager in any such underwritten offering.

2.2 Piggyback Registration.

(a) If the Company at any time proposes to register Common Stock under the Securities Act either for its own account or for the account of others, other than a registration on Form S-8 or Form S-4 (or successor forms relating to employee stock plans and business combinations), and the form to be used for such registration may be used for registration of the Registrable Securities, it shall promptly give written notice to the Stockholder of its intention to effect such registration (an "Incidental Registration"). Within 15 days after delivery of any such notice by the Company, the Stockholder may make a written request (a "piggyback request") that the Company include in such Incidental Registration the number of shares of Registrable Securities requested by the Stockholder. Such piggyback request shall set forth the Registrable Securities the Stockholder intends to dispose of and the intended method of disposition thereof.

(b) The Company will use its best efforts to include in any Incidental Registration all Registrable Securities which the Company has been requested to register pursuant to any timely piggyback request to the extent required to permit the disposition (in accordance with the intended methods thereof as aforesaid) of the Registrable Securities so to be registered, provided the Stockholder agrees, in the case of an underwritten offering, to sell such Registrable Securities on the basis provided in any underwriting arrangements reasonably approved by the Company and to enter into such agreements with the underwriter as are customary in such offerings.

(c) Notwithstanding the preceding Sections 2.2(a) and (b):

(i) the Company shall not be obligated pursuant to this Section 2.2 to effect a registration of Registrable Securities requested pursuant to a piggyback request if the Company discontinues the related Incidental Registration at any time prior to the effective date of any Registration Statement filed in connection therewith; and

(ii) the Company may exclude from an Incidental Registration some or all of the Registrable Securities to the extent a managing underwriter advises the Company that, in its opinion, the inclusion of all of the Registrable Securities shares proposed to be included in such registration would interfere with the successful marketing of the Common Stock proposed to be registered by the Company.

The Company shall advise the Stockholder of any exclusion of Registrable Securities from an Incidental Registration pursuant to clause (ii) above, in which case: (x) the Company shall include in

such Incidental Registration first the securities the Company proposes to sell for its own account in such registration; (y) the Common Stock held by officers and directors of the Company and the Pilgrim Family shall be excluded from such registration and underwriting to the extent required by such limitation before any Registrable Securities are excluded; and (z) any other shares to be registered for the account of persons other than the Company shall be excluded on a pro rata basis to the extent any Registrable Securities are to be excluded.

(d) If and whenever the Company proposes to register any of its equity securities under the Securities Act for its own account (other than on Form S-4 or S-8 or any successor form) or is required to use reasonable efforts to effect the registration of any Registrable Securities under the Securities Act pursuant to Section 2.2, Stockholder agrees not to effect any public sale or distribution, including any sale pursuant to Rule 144, of any Registrable Securities, any other equity securities of the Company, or any securities convertible into or exchangeable for any equity securities of the Company, within 15 days prior to and 60 days (unless advised in writing by the managing underwriter that a longer period, not to exceed 90 days, is required) after the effective date of the Registration Statement relating to such registration, except as part of such registration or with the prior written consent of the Company and the managing underwriter, if any.

2.3 Tag-Along by Company.

(a) If the Stockholder at any time intends to sell some or all of the Registrable Securities pursuant to an underwritten offering that is not initiated by the Company on its own behalf ("Stockholder Offering"), it shall promptly (and in no event less than 15 days prior to the commencement of such offering) give written notice to the Company of its intention to effect such offering. Within five days after delivery of any such notice by the Stockholder, the Company may make a written request that the Company be permitted to sell in such Stockholder Offering the number of shares of Common Stock requested by the Company.

(b) The Stockholder will use its best efforts to permit the Company to offer and sell in the Stockholder Offering all Common Stock which the Company has requested to include in such offering, to the extent required to permit the disposition of such Common Stock, provided the Company agrees to sell such Common Stock on the basis provided in any underwriting arrangements reasonably approved by the Stockholder and to enter into such agreements with the underwriter as are customary in such offerings.

(c) Notwithstanding the preceding Sections 2.3(a) and (b), the Stockholder may exclude from participation in a Stockholder Offering some or all of the Common Stock requested by the Company to be included therein to the extent a managing

underwriter advises the Stockholder that, in its opinion, the inclusion of all of the shares proposed to be included in such offering by the Company would interfere with the successful marketing of the Common Stock proposed to be offered and sold therein by the Stockholder.

2.4 Period of Effectiveness. The Company shall use its reasonable best efforts to maintain the effectiveness of any Registration Statement filed pursuant to Section 2.1 hereof until the earlier of:

(a) the time when the Registrable Securities covered by such Registration Statement have been sold, or

(b) the later of five years following the date hereof or the time the Stockholder may sell such Registrable Securities as a non-affiliate within the safe harbor provided by Rule 144(k).

2.5 Allowed Delay.

(a) Notwithstanding anything to the contrary herein, if the Company determines in good faith that the filing of a Registration Statement with respect to Registrable Securities pursuant to this Section 2: (i) may interfere with or affect the negotiation or completion of any transaction that is being contemplated by the Company (whether or not a final decision has been made to undertake such transaction), or (ii) would require the disclosure of material information the disclosure of which at the time is not, in the good faith determination of the Company, in the best interests of the Company, or which the Company has a specific short-term need for preserving as confidential, the Company shall not be required to file a Registration Statement pursuant to this Section 2, or may withhold efforts to cause a Registration Statement to become effective, until the earlier of (x) the date upon which such material information is disclosed to the public (it being understood that nothing herein shall require such disclosure) or, in the good faith determination of the Company, ceases to be material and (y) sixty (60) days after the Company makes such good faith determination.

(b) Notwithstanding anything to the contrary herein, for not more than thirty (30) consecutive days or for a total of not more than forty-five (45) days in any twelve (12) month period, the Company may delay the disclosure of material non-public information concerning the Company, by suspending the use of any Prospectus included in any Registration Statement contemplated by this Section containing such information, the disclosure of which at the time is not, in the good faith determination of the Company, in the best interests of the Company.

(c) The occurrence of the circumstances described in subsections (a) and (b) above shall constitute an "Allowed Delay." In the event of an Allowed Delay, the Company shall promptly (i) notify the Stockholder in writing of the existence of (but in no event, without the prior written consent of Stockholder, shall the Company disclose to Stockholder any of the facts or circumstances regarding) material non-public information

giving rise to an Allowed Delay, and (ii) advise Stockholder in writing to cease all sales under the Registration Statement until the end of the Allowed Delay.

3. Registration Procedures. Whenever the Company is under an obligation to effect the registration of the Registrable Securities, the Company shall:

(a) ensure that:

(i) any Registration Statement and any amendment thereto and any Prospectus forming part thereof and any amendment or supplement thereto complies in all material respects with the Securities Act and the rules and regulations thereunder, and

(ii) any Registration Statement and any amendment thereto does not, when it becomes effective, 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 not misleading;

(b) before filing the Registration Statement or Prospectus or any amendments or supplements thereto (other than documents that would be incorporated or deemed to be incorporated therein by reference), furnish to the Stockholder and its counsel copies of all such documents proposed to be filed, which documents will be subject to the review of the Stockholder and its counsel, and the Company shall use its reasonable best efforts to reflect in each such document, when so filed with the Commission, such comments as are reasonably proposed by the Stockholder;

(c) use its reasonable best efforts to prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement as may be necessary to keep the Registration Statement continuously effective for the periods provided herein; cause the related Prospectus to be supplemented by any required supplement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) under the Securities Act; and comply in all material respects with the provisions of the Securities Act with respect to the disposition of the Registrable Securities, including dispositions by underwritten offerings;

(d) notify the Stockholder

(i) when the Prospectus or the Registration Statement has been filed with the Commission, and, with respect to the Registration Statement or any post-effective amendment, when the same has become effective,

(ii) of any request by the Commission or any other federal or state governmental authority for amendments or

supplements to the Registration Statement or Prospectus or for additional information,

(iii) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose,

(iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction or the initiation of any proceeding for such purpose,

(v) of the existence of any fact or happening of any event which makes any statement of a material fact in the Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue or which would require the making of any changes in the Registration Statement or Prospectus in order that, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of the Prospectus, it will not contain any untrue statement of a material fact or omit to state any 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, and

(vi) of the Company's determination that a post-effective amendment to the Registration Statement would be appropriate;

(e) use its reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of the Registration Statement, or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, as promptly as practicable;

(f) furnish to the Stockholder and its counsel, without charge, and when filed a conformed copy of the Registration Statement and any amendment thereto, including financial statements but excluding schedules, all documents incorporated or deemed to be incorporated therein by reference and all exhibits (unless requested in writing by the Stockholder);

(g) deliver to the Stockholder and underwriter, without charge, as many copies of the Prospectus (including a preliminary prospectus, if any) and any amendment or supplement thereto as reasonably requested; and the Company hereby consents to the use of such Prospectus or each amendment or supplement thereto by the Stockholder and the underwriter in connection with the offering and sale of the Registrable Securities in the manner described in the Prospectus;

(h) use its reasonable best efforts, prior to any public offering of Registrable Securities, to register or qualify or cooperate with the Stockholder in connection with the registration or qualification (or exemption from such registration or qualification) of the Registrable Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Stockholder or the underwriter reasonably request; keep each such registration or qualification (or exemption therefrom) effective during the period the Registration Statement is required to be kept effective and do any and all other acts or things necessary or advisable to enable the disposition of the Registrable Securities in such jurisdictions, provided, that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it is not then so qualified or (ii) take any action that would subject it to general service of process in suits or to taxation in any such jurisdiction where it is not then so subject;

(i) cause the Registrable Securities to be registered with or approved by such other governmental agencies or authorities within the United States, as may be necessary to enable the Stockholder to consummate the disposition of the Registrable Securities, subject to the proviso contained in (h) above;

(j) immediately upon the existence of any fact or the occurrence of any event as a result of which the Registration Statement shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or a Prospectus shall contain any untrue statement of a material fact or omit to state any 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, promptly prepare and file a post-effective amendment to each Registration Statement or a supplement to the related Prospectus or any document incorporated therein by reference or file any other required document (such as a Current Report on Form 8-K) that would be incorporated by reference into the Registration Statement so that the Registration Statement shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and so that the Prospectus will not contain any untrue statement of a material fact or omit to state any 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, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, and, in the case of a post-effective amendment to the Registration Statement, use its best efforts to cause it to become effective as soon as practicable;

(k) in connection with an underwritten offering of Registrable Securities, enter into an underwriting agreement in form, scope and substance as is customary in underwritten offerings and take all such other reasonable actions in connection therewith as may be reasonably requested by the underwriter in order to expedite or facilitate the disposition of the Registrable Securities and in such connection,

(i) make such representations and warranties to the Stockholder and the underwriter with respect to the business of the Company and its subsidiaries, the Registration Statement, Prospectus and documents incorporated by reference or deemed incorporated by reference, if any, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings and confirm the same if and when requested,

(ii) obtain the opinion of counsel to the Company, which opinions (in form, scope and substance) shall be reasonably satisfactory to the underwriter and shall be addressed to the underwriter covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such underwriter,

(iii) obtain "cold comfort" letters and updates thereof from the independent certified public accountants of the Company (and, if necessary, any other certified public accountants of any subsidiary of the Company or any business acquired or to be acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement), addressed to the underwriter, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings, and

(iv) deliver such documents and certificates as may be reasonably requested by the underwriter to evidence the continued validity of the representations and warranties of the Company and its subsidiaries made pursuant to clause (i) above and to evidence compliance with any customary conditions contained in the underwriting agreement entered into by the Company;

(l) if requested in connection with a disposition of Registrable Securities pursuant to the Registration Statement, make reasonably available for inspection by the Stockholder and the underwriter and any attorney or accountant retained by the Stockholder or underwriter, financial and other records, corporate documents and properties of the Company and its subsidiaries, and cause the executive officers, directors and employees of the Company and its subsidiaries to supply all

information reasonably requested by any such representative, underwriter, attorney or accountant in connection with such disposition; subject to reasonable written assurances by each such person that such information will be kept confidential, will not be used as the basis for any transactions in the Company's securities, and will only be used in connection with such person's reasonable investigation in connection with the Registration Statement;

(m) comply in all material respects with all applicable rules and regulations of the Commission and make generally available to its security holders earning statements (which need not be audited) satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any similar rule promulgated under the Securities Act) no later than 45 days after the end of any 12-month period (or 90 days after the end of any 12-month period if such period is a fiscal year), commencing on the first day of the first fiscal quarter of the Company commencing after the effective date of a Registration Statement, which statements shall cover said 12-month periods;

(n) cooperate with the Stockholder to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold and not bearing any restrictive legends; and enable such Registrable Securities to be in such denominations and registered in such names as the Stockholder may reasonably request; and

(o) if the Registrable Securities are to be sold in an underwritten offering, cause such executive or executives as the managing underwriter or the Stockholder may reasonably request (including, if so requested, the Company's Chief Executive Officer and Chief Financial Officer) to attend any analyst and investment preparations, including any "roadshow" for up to three business days in any twelve month period. The Stockholder will reimburse the reasonable travel expenses of the executive or executives.

Stockholder shall be deemed to have agreed that upon receipt of any notice from the Company of the commencement of an Allowed Delay or the occurrence of an event described in Sections 3(d)(v) or (vi), Stockholder will promptly discontinue such Stockholder's disposition of Registrable Securities pursuant to a Registration Statement covering such Registrable Securities until such Stockholder shall have received notice from the Company that such Allowed Delay has concluded or Registration Statement has been amended and/or copies of the supplemented or amended Prospectus contemplated by Sections 3(d)(v) or (vi) have been furnished. If so directed by the Company, Stockholder will deliver to the Company (at the Company's expense) all copies, other than permanent file copies, in such Stockholder's possession of the Prospectus covering such Registrable Securities at the time of receipt of such notice.

4. Stockholder Information. The Stockholder agrees to promptly upon the Company's request, furnish such information regarding the Stockholder and the

distribution of the Registrable Securities as the Company may from time to time reasonably request and as may be required in connection with the preparation of a Registration Statement. The Stockholder also agrees to furnish promptly to the Company all information required to be disclosed in order to make the information previously furnished to the Company by such Stockholder not materially false or misleading. The receipt by the Company of information pursuant to this Section 4 shall be a condition precedent to the Company's obligations under Sections 2 and 3.

5. Fees and Expenses. All fees and expenses incurred by the Company in performance of or compliance with this Agreement shall be borne by the Company. Such fees and expenses shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses of compliance with federal securities or Blue Sky laws), (ii) printing expenses, (iii) fees and disbursements of counsel for the Company, and (iv) fees and disbursements of all independent certified public accountants (including the expenses of any special audit and "cold comfort" letters required by or incident to such performance). In addition, the Company shall pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit, the fees and expenses incurred in connection with the listing of the securities to be registered on any securities exchange on which similar securities issued by the Company are then listed and the fees and expenses of any person, including special experts, retained by the Company. Notwithstanding the provisions of this Section, the Stockholder shall pay all of its transfer taxes, if any, relating to the sale of Registrable Securities, underwriting discounts, concessions and commissions (including fees and expenses of underwriter's counsel) with respect to the Registrable Securities, and the fees and expenses of Stockholder's own counsel.

6. Indemnification.

(a) The Company agrees to indemnify and hold harmless the Stockholder, and its officers, employees and agents and each person who controls the Stockholder within the meaning of either the Securities Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement as originally filed or in any amendment thereof, or in any preliminary Prospectus or the Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with information furnished to the Company by the Stockholder or the Stockholder's representatives specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

The Company also agrees to indemnify losses of any underwriter of any Registrable Securities, registered under a Registration Statement, their directors, officers, employees or agents and each Person who controls such underwriter (within the meaning of the Securities Act or the Exchange Act) on substantially the same basis as that of the indemnification of the Stockholder provided above and shall, if requested by the Stockholder, enter into an underwriting agreement reflecting such agreement.

(b) The Stockholder agrees to indemnify and hold harmless the Company and its directors and officers who sign such Registration Statement and each person who controls the Company within the meaning of either the Securities Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to the Stockholder, but only with reference to information relating to the Stockholder furnished to the Company by the Stockholder or Stockholder's representatives specifically for inclusion in a Registration Statement. This indemnity agreement will be in addition to any liability which the Stockholder may otherwise have.

The Stockholder also agrees to indemnify losses of any underwriter of any Registrable Securities, registered under a Registration Statement, their directors, officers, employees or agents and each Person who controls such underwriter (within the meaning of the Securities Act or the Exchange Act) on substantially the same basis as that of the indemnification of the Company provided above and shall, if requested by the Company, enter into an underwriting agreement reflecting such agreement.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

(d) If the indemnification provided for in this Section is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any

loss, liability, claim, damage or expense referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which resulted in such loss, liability, claim, damage or expense, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue (or alleged untrue) statement of a material fact or the omission (or alleged omission) to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

7. Rule 144 Reporting.

With a view to making available the benefits of certain rules and regulations of the Commission which may permit the sale of restricted securities to the public without registration, the Company agrees to use its reasonable best efforts to:

(i) make and keep public information available as those terms are understood and defined in Rule 144 under the Securities Act ("Rule 144"), at all times;

(ii) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(iii) so long as the Stockholder owns any Registrable Securities, furnish to the Stockholder upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as the Stockholder may reasonably request in availing itself of any rule or regulation of the Commission allowing the Stockholder to sell any such securities without registration.

8. Transfer Limitations.

(a) Without the prior written consent of the Company, the Stockholder agrees that it will not, and will cause each of its Affiliates not to, directly or indirectly,

(i) except pursuant to a third party tender offer, offer, pledge, sell, contract to sell, grant or otherwise transfer or dispose of, or enter into any swap, short position or other arrangement that transfers all or a portion of the economic consequences associated with the ownership of (regardless of whether any of the transactions described is to be settled by the delivery of Common Stock, or other

securities convertible into or exercisable or exchangeable for Common Stock, in cash or otherwise) (x) any shares of Common Stock, or any securities convertible into or exercisable or exchangeable for Common Stock, prior to 12 months following the date hereof, or (y) during any 12 month period a number of shares of Common Stock greater in number than 33 1/3% of the Class A Common Stock issued by the Company pursuant to the Purchase Agreement, or

(ii) (A) acquire, offer to acquire or agree to acquire beneficial ownership of any voting securities of the Company, except pursuant to stock splits, reverse stock splits, stock dividends or distributions, or combinations or any similar recapitalization, on or after the date hereof;

(B) acquire, offer to acquire or agree to acquire any business or material assets of the Company or any of its subsidiaries;

(C) initiate or propose any offer by any third party to acquire beneficial ownership of voting securities of the Company, other than an acquisition of Shares;

(D) initiate or propose any merger, tender offer, business combination or other extraordinary transaction involving the Company or any of its subsidiaries;

(E) form, join or in any way participate in a group of persons acquiring, holding, voting or disposing of any voting securities of the Company which would be required under Section 13(d) of the Exchange Act and the rules and regulations thereunder to file a statement on Schedule 13D with the SEC as a "person" within the meaning of Section 13(d)(3) of the Exchange Act (or any successor statute or regulation); or

(F) propose, or agree to, or enter into any discussions, negotiations or arrangements with, or provide any confidential information to, any third party with respect to any of the foregoing.

(b) Lonnie A. Pilgrim and Lonnie K. Pilgrim agree that they shall not, and shall not allow Pilgrim Interest, Ltd. to, offer, sell or otherwise dispose of, directly or indirectly, any shares of Common Stock during the time that the Stockholder owns 5% or more of the number of shares of outstanding Common Stock without the consent of the Stockholder. A legend reflecting the forgoing restriction shall be placed on the shares. The restriction shall not (i) apply to transfers of Common Stock as a bona fide gift to a member of the Pilgrim Family or to a trust or other entity for their benefit for estate planning purposes, provided the transferees, beneficiaries and trustees thereof agree in writing to be bound by such restriction or (ii) restrict the sale of up to 120,000 shares of Common Stock by the Pilgrim Family during any 12 month period.

(c) The number of shares referred to in this section shall be adjusted to reflect any subsequent stock split, share dividend, recapitalization, reclassification or similar transaction effected by the Company

9. Miscellaneous.

(a) No Conflicting Agreements. The Company has not, as of the date hereof, and shall not, on or after the date of this Agreement, enter into any agreement with respect to its securities which conflicts with the rights granted to the Stockholder in this Agreement. The Company represents and warrants that the rights granted to the Stockholder hereunder do not in any way conflict with the rights granted to the Stockholders of the Company's securities under any other agreements.

(b) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, except by written consent of the parties.

(c) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing and shall be deemed given (i) when made, if made by hand delivery, (ii) upon confirmation, if made by telecopier or (iii) one business day after being deposited with a reputable next-day courier, postage prepaid, to the parties as follows:

(x) if to the Stockholder, to:
ConAgra Foods, Inc.
One ConAgra Drive
Omaha, NE 68102
Attn: James P. O'Donnell
Executive Vice President and
Chief Financial Officer

with a copy to:

McGrath North Mullin & Kratz, PC LLO
Suite 3700, First National Tower
1601 Dodge Street
Omaha, NE 68102
Fax No. 402-341-0216
Attn: Roger Wells

(y) if to the Company, to:
Pilgrim's Pride Corporation
110 South Texas Street
Pittsburg, Texas 75686
Fax: (903) 856-7505
Attention: Chief Financial Officer

with a copy to:

Baker & McKenzie
2300 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201
Fax: (214) 978-3099
Attention: Alan G. Harvey

or to such other address as such person may have furnished to the other persons identified in this section in writing in accordance herewith.

(d) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties. The Stockholder may assign all or any part of its registration rights under this Agreement to any person or entity to whom the Stockholder sells, transfers or assigns at least 10% of the Shares, provided that any such purchaser, transferee or assignee expressly agrees in writing to be bound by the terms and conditions of this Agreement and subject to Stockholder's obligations hereunder. In the event the Stockholder shall assign its registration rights pursuant to this Agreement in connection with the transfer of less than all of its Registrable Securities to another holder, the Stockholder shall also retain its registration rights with respect to the remaining Registrable Securities.

(e) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be original and all of which taken together shall constitute one and the same agreement.

(f) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(g) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF DELAWARE, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

(h) Consent to Jurisdiction. THE PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR DELAWARE STATE COURT SITTING IN WILMINGTON, DELAWARE IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM.

(i) Severability. If any term, provision, covenant or restriction of this Agreement is held to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, illegal, void or unenforceable.

(j) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and the registration rights granted by the Company to the Stockholder. This Agreement supersedes all prior agreements and understandings among the parties with respect to such registration rights.

(k) Further Assurances. Each of the parties hereto shall use all best efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things reasonably necessary, proper or advisable under applicable law, and execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and the other documents contemplated hereby and consummate and make effective the transactions contemplated hereby.

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

PILGRIM'S PRIDE CORPORATION

By: ----------

Name: ----------

Title: ----------

CONAGRA FOODS, INC.

By: ----------

Name: ----------

Title: ----------

LONNIE A. PILGRIM

LONNIE K. PILGRIM

10.50% SUBORDINATED NOTES DUE MARCH 4, 2011
REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the "Agreement") is made and entered into as of _____, 2003 by and between PILGRIM'S PRIDE CORPORATION, a Delaware corporation (the "Company"), and CONAGRA FOODS, INC., a Delaware corporation ("Holder").

RECITALS

The Holder is the holder of $_____ in aggregate principal amount of 10.50% Subordinated Notes due March 4, 2011 (the "Securities") issued by the Company pursuant to a certain Stock Purchase Agreement dated June __, 2003 by and between the Company and Holder (the "Purchase Agreement").

The parties desire to provide for certain registration rights with respect to the Securities.

AGREEMENT

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

Commission: the Securities and Exchange Commission.

Exchange Act: the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

Indenture: the Indenture relating to the Securities, dated as of _____, between the Company and _____, as trustee, as the same may be amended from time to time in accordance with the terms thereof. Prospectus: the prospectus included in any Registration Statement, as amended or supplemented by any amendment or prospectus supplement, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such prospectus.

Registrable Securities: the Securities and securities of the Company issued or issuable with respect to the Securities by way of recapitalization, merger, consolidation or other reorganization or otherwise.

Registration Statement: any registration statement of the Company under the Securities Act which covers resales of the Registrable Securities pursuant to the provisions

of this Agreement, including the prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

Rule 144: Rule 144 under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission.

Securities Act: the Securities Act of 1933, as amended, and the rules and regulations promulgated by the Commission thereunder.

2. Registration.

2.1 Registration. The Company shall file a Registration Statement (on Form S-3 if available to the Company) to cover the offer and sale of all of the Registrable Securities, and shall use its reasonable best efforts to cause such Registration Statement to become effective no later than twelve months following the date hereof. The Company shall promptly, upon the written request of the Holder, file additional Registration Statements (on Form S-3 if available to the Company), if required, to cover the offer and sale of securities of the Company subsequently issued with respect to such Registrable Securities by way of recapitalization, merger, consolidation or other reorganization or otherwise. The offering and sale of Registrable Securities shall be pursuant to a plan of distribution proposed by the Holder and approved by the Company (with such approval not to be unreasonably withheld), and may include underwritten offerings and the sale of Registrable Securities from time to time. The managing underwriter or underwriters in connection with any underwritten offering of the Registrable Securities shall be selected by the Holder.

2.2 Period of Effectiveness. The Company shall use its reasonable best efforts to maintain the effectiveness of any Registration Statement until the earlier of:

(c) the time when the Registrable Securities covered by such Registration Statement have been sold, or

(d) the later of five years following the date hereof or the time the Holder may sell such Registrable Securities as a non-affiliate within the safe harbor provided by Rule 144(k).

2.3 Allowed Delay.

(a) Notwithstanding anything to the contrary herein, if the Company determines in good faith that the filing of a Registration Statement with respect to Registrable Securities pursuant to this Section 2: (i) may interfere with or affect the negotiation or completion of any transaction that is being contemplated by the Company (whether or not a final decision has been made to undertake such transaction), or (ii) would require the disclosure of material information the disclosure of which at the time is not, in the good faith determination of the Company, in the best interests of the Company, or which

the Company has a specific short-term need for preserving as confidential, the Company shall not be required to file a Registration Statement pursuant to this Section 2, or may withhold efforts to cause a Registration Statement to become effective, until the earlier of (x) the date upon which such material information is disclosed to the public (it being understood that nothing herein shall require such disclosure) or, in the good faith determination of the Company, ceases to be material and (y) sixty (60) days after the Company makes such good faith determination.

(b) Notwithstanding anything to the contrary herein, for not more than thirty (30) consecutive days or for a total of not more than forty-five (45) days in any twelve (12) month period, the Company may delay the disclosure of material non-public information concerning the Company, by suspending the use of any Prospectus included in any Registration Statement contemplated by this Section containing such information, the disclosure of which at the time is not, in the good faith determination of the Company, in the best interests of the Company.

(c) The occurrence of the circumstances described in subsections (a) and (b) above shall constitute an "Allowed Delay." In the event of an Allowed Delay, the Company shall promptly (i) notify the Holder in writing of the existence of (but in no event, without the prior written consent of Holder, shall the Company disclose to Holder any of the facts or circumstances regarding) material non-public information giving rise to an Allowed Delay, and (ii) advise Holder in writing to cease all sales under the Registration Statement until the end of the Allowed Delay.

3. Registration Procedures. Whenever the Company is under an obligation to effect the registration of the Registrable Securities, the Company shall:

(a) ensure that:

(iii) any Registration Statement and any amendment thereto and any Prospectus forming part thereof and any amendment or supplement thereto complies in all material respects with the Securities Act and the rules and regulations thereunder, and

(iv) any Registration Statement and any amendment thereto does not, when it becomes effective, 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 not misleading;

(b) before filing the Registration Statement or Prospectus or any amendments or supplements thereto (other than documents that would be incorporated or deemed to be incorporated therein by reference), furnish to the Holder and its counsel copies of all such documents proposed to be filed, which documents will be subject to the review of the Holder and its counsel, and the Company shall use its reasonable best efforts to reflect in

each such document, when so filed with the Commission, such comments as are reasonably proposed by the Holder;

(c) use its reasonable best efforts to prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement as may be necessary to keep the Registration Statement continuously effective for the periods provided herein; cause the related Prospectus to be supplemented by any required supplement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) under the Securities Act; and comply in all material respects with the provisions of the Securities Act with respect to the disposition of the Registrable Securities, including dispositions by underwritten offerings;

(d) notify the Holder

(vii) when the Prospectus or the Registration Statement has been filed with the Commission, and, with respect to the Registration Statement or any post-effective amendment, when the same has become effective,

(viii) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to the Registration Statement or Prospectus or for additional information,

(ix) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose,

(x) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose,

(xi) of the existence of any fact or happening of any event which makes any statement of a material fact in the Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue or which would require the making of any changes in the Registration Statement or Prospectus in order that, in the case of the Registration Statement, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and that in the case of the Prospectus, it will not contain any untrue statement of a material

fact or omit to state any 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, and

(xii) of the Company's determination that a post-effective amendment to the Registration Statement would be appropriate;

(e) use its reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of the Registration Statement, or the lifting of any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, as promptly as practicable;

(f) furnish to the Holder and its counsel, without charge, and when filed a conformed copy of the Registration Statement and any amendment thereto, including financial statements but excluding schedules, all documents incorporated or deemed to be incorporated therein by reference and all exhibits (unless requested in writing by the Holder);

(g) deliver to the Holder and underwriter, without charge, as many copies of the Prospectus (including a preliminary prospectus, if any) and any amendment or supplement thereto as reasonably requested; and the Company hereby consents to the use of such Prospectus or each amendment or supplement thereto by the Holder and the underwriter in connection with the offering and sale of the Registrable Securities in the manner described in the Prospectus;

(h) use its reasonable best efforts, prior to any public offering of Registrable Securities, to register or qualify or cooperate with the Holder in connection with the registration or qualification (or exemption from such registration or qualification) of the Registrable Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Holder or the underwriter reasonably request; keep each such registration or qualification (or exemption therefrom) effective during the period the Registration Statement is required to be kept effective and do any and all other acts or things necessary or advisable to enable the disposition of the Registrable Securities in such jurisdictions, provided, that the Company will not be required to (i) qualify generally to do business in any jurisdiction where it is not then so qualified or (ii) take any action that would subject it to general service of process in suits or to taxation in any such jurisdiction where it is not then so subject;

(i) cause the Registrable Securities to be registered with or approved by such other governmental agencies or authorities within the United States as may be necessary to enable the Holder to consummate the disposition of the Registrable Securities, subject to the proviso contained in (h) above;

(j) immediately upon the existence of any fact or the occurrence of any event as a result of which a Registration Statement shall contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or a Prospectus shall contain any untrue statement of a material fact or omit to state any 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, promptly prepare and file a post-effective amendment to each Registration Statement or a supplement to the related Prospectus or any document incorporated therein by reference or file any other required document (such as a Current Report on Form 8-K) that would be incorporated by reference into the Registration Statement so that the Registration Statement shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and so that the Prospectus will not contain any untrue statement of a material fact or omit to state any 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, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, and, in the case of a post-effective amendment to the Registration Statement, use its best efforts to cause it to become effective as soon as practicable;

(k) cause the Indenture to be qualified under the Trust Indenture Act in a timely manner;

(l) in connection with an underwritten offering of Registrable Securities, enter into an underwriting agreement in form, scope and substance as is customary in underwritten offerings and take all such other reasonable actions in connection therewith as may be reasonably requested by the underwriter in order to expedite or facilitate the disposition of the Registrable Securities and in such connection,

(v) make such representations and warranties to the Holder and the underwriter with respect to the business of the Company and its subsidiaries, the Registration Statement, Prospectus and documents incorporated by reference or deemed incorporated by reference, if any, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings and confirm the same if and when requested,

(vi) obtain the opinion of counsel to the Company, which opinions (in form, scope and substance) shall be reasonably satisfactory to the underwriter and shall be addressed to the underwriter covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such underwriter,

(vii) obtain "cold comfort" letters and updates thereof from the independent certified public accountants of the Company (and, if necessary, any other certified public accountants of any subsidiary of the Company or any business acquired or to be acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement), addressed to the underwriter, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with underwritten offerings, and

(viii) deliver such documents and certificates as may be reasonably requested by the underwriter to evidence the continued validity of the representations and warranties of the Company and its subsidiaries made pursuant to clause (i) above and to evidence compliance with any customary conditions contained in the underwriting agreement entered into by the Company;

(m) the Company will use its reasonable best efforts (i) if the Registrable Securities have been rated prior to the initial sale of such Registrable Securities, to confirm such ratings will apply to the Registrable Securities covered by a Registration Statement, or (ii) if the Registrable Securities were not previously rated, to cause the Registrable Securities covered by a Registration Statement to be rated by up to two nationally recognized statistical rating agencies, if so requested by the Holder with respect to the related Registration Statement or by any underwriter.

(n) if requested in connection with a disposition of Registrable Securities pursuant to the Registration Statement, make reasonably available for inspection by the Holder and the underwriter and any attorney or accountant retained by the Holder or underwriter, financial and other records, corporate documents and properties of the Company and its subsidiaries, and cause the executive officers, directors and employees of the Company and its subsidiaries to supply all information reasonably requested by any such representative, underwriter, attorney or accountant in connection with such disposition; subject to reasonable written assurances by each such person that such information will be kept confidential, will not be used as the basis for any transactions in the Company's securities, and will only be used in connection with such person's reasonable investigation in connection with the Registration Statement;

(o) comply in all material respects with all applicable rules and regulations of the Commission and make generally available to its security holders earning statements (which need not be audited) satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any similar rule promulgated under the Securities Act) no later than 45 days after the end of any 12-month period (or 90 days after the end of any 12-month period if such period is a fiscal year), commencing on the first day of the first fiscal quarter of the Company commencing after the effective date of a Registration Statement, which statements shall cover said 12-month periods;

(p) cooperate with the Holder to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold and not bearing any restrictive legends; and enable such Registrable Securities to be in such denominations and registered in such names as the Holder may reasonably request; and

(q) if the Registrable Securities are to be sold in an underwritten offering, cause such executive or executives as the managing underwriter or the Holder may reasonably request (including, if so requested, the Company's Chief Executive Officer and the Chief Financial Officer) to attend any analyst and investment preparations, including any "roadshow" for up to three business days in any twelve month period. The Stockholder will reimburse the reasonable travel expenses of the executive or executives.

Holder shall be deemed to have agreed that upon receipt of any notice from the Company of the commencement of an Allowed Delay or the occurrence of an event described in Sections 3(d)(v) or (vi), Holder will promptly discontinue such Holder's disposition of Registrable Securities pursuant to a Registration Statement covering such Registrable Securities until Holder shall have received notice from the Company that such Allowed Delay has concluded or Registration Statement has been amended and/or copies of the supplemented or amended Prospectus contemplated by Sections 3(d)(v) or (vi) have been furnished. If so directed by the Company, Holder will deliver to the Company (at the Company's expense) all copies, other than permanent file copies, in such Holder's possession of the Prospectus covering such Registrable Securities at the time of receipt of such notice.

4. Holder Information. The Holder agrees to, promptly upon the Company's request, furnish such information regarding the Holder and the distribution of the Registrable Securities as the Company may from time to time reasonably request and as may be required in connection with the preparation of a Registration Statement. Holder also agrees to furnish promptly to the Company all information required to be disclosed in order to make the information previously furnished to the Company by such Holder not materially false or misleading. The receipt by the Company of information pursuant to this Section 4 shall be a condition precedent to the Company's obligations under Sections 2 and 3.

5. Special Interest. If a Registration Statement has not been declared effective by the Commission on or before 12 months following the date hereof or after the Registration Statement has been declared effective, such Registration Statement thereafter ceases to be effective or usable in connection with resales of Registrable Securities in accordance with and during the periods specified in this Agreement (each such event a "Registration Default"), interest ("Special Interest") will accrue on the principal amount of the Registrable Securities (in addition to the stated interest on the Securities) from and including the date on which any such Registration Default shall occur to but excluding the date on which all Registration Defaults have been cured; provided, however, no such Registration Default shall occur and no such Special Interest shall accrue pursuant to this Section 5 if the cause of the delay in filing and effectiveness of a Registration Statement or the subsequent cessation of effectiveness is: (a) due to the Company not receiving information pursuant to Section 4; (b) due to or during the pendency of an Allowed Delay; or (c) due to or during the sixty (60) day period following the occurrence of an event described in Sections 3(d)(v) or (vi). Special Interest will accrue at a rate of 0.25% per annum during the 90-day period immediately following the occurrence of such Registration Default and shall increase by 0.25% per annum at the end of each subsequent 90-day period, but in no event shall such rate exceed 1.00% per annum. The provisions of this section shall not constitute the exclusive remedy of the Holder for the Company's breach of this Agreement. In addition to any and all other remedies that may be available at law in the event of any breach of this Agreement, the Holder shall be entitled to specific performance of the agreements and obligations of the Company hereunder and to such other injunctive or other equitable relief as may be granted by a court of competent jurisdiction.

6. Private Placement. Upon the request of the Holder, the Company will reasonably cooperate, and shall instruct its independent accountants to reasonably cooperate, with the Holder in order for the Holder to sell the Registrable Securities in a private placement, including the Company's preparation of an offering memorandum and entering into and performing pursuant to an underwriting or placement agent agreement in form, scope and substance as is customary in such offerings. The purchasers of the Registrable Securities who acquire from Holder at least $20,000,000 principal amount of the Registrable Securities in the private placement shall be granted registration rights by the Company in the form customarily granted in such offerings, including, if requested by the Holder, the issuance of debt securities identical in all material respects to the Registrable Securities to be offered to such purchasers in an exchange transaction registered on Form S-4.

7. Fees and Expenses. All fees and expenses incurred by the Company in performance of or compliance with this Agreement shall be borne by the Company. Such fees and expenses shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses of compliance with federal securities or Blue Sky laws), (ii) printing expenses, (iii) fees and disbursements of counsel for the Company, and (iv) fees and disbursements of all independent certified public accountants (including the expenses of any special audit and "cold comfort" letters required by or incident to such performance). In addition, the Company shall pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit, the fees and

expenses incurred in connection with the listing of the securities to be registered on any securities exchange on which similar securities issued by the Company are then listed and the fees and expenses of any person, including special experts, retained by the Company. Notwithstanding the provisions of this Section, the Holder shall pay all of its transfer taxes, if any, relating to the sale of Registrable Securities, underwriting discounts, concessions and commissions (including fees and expenses of underwriter's counsel) with respect to the Registrable Securities, and the fees and expenses of Holder's own counsel. Notwithstanding the foregoing, the Company agrees to pay one-half of ConAgra Foods, Inc.'s reasonable underwriting discounts, commissions and placement agency fees with respect to its initial sale of the Registrable Securities.

8. Indemnification.

(a) The Company agrees to indemnify and hold harmless the Holder, and its officers, employees and agents and each person who controls the Holder within the meaning of either the Securities Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement as originally filed or in any amendment thereof, or in any preliminary Prospectus or the Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with information furnished to the Company by the Holder or the Holder's representatives specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

The Company also agrees to indemnify losses of any underwriter of any Registrable Securities, registered under a Registration Statement, their directors, officers, employees or agents and each Person who controls such underwriter (within the meaning of the Securities Act or the Exchange Act) on substantially the same basis as that of the indemnification of the Holder provided above and shall, if requested by the Holder, enter into an underwriting agreement reflecting such agreement.

(b) The Holder agrees to indemnify and hold harmless the Company and its directors and officers who sign such Registration Statement and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to the Holder, but only with reference to information relating to the Holder furnished to the Company by the Holder or Holder's representatives specifically for inclusion in a Registration Statement. This indemnity agreement will be in addition to any liability which the Holder may otherwise have.

The Holder also agrees to indemnify losses of any underwriter of any Registrable Securities, registered under a Registration Statement, their directors, officers, employees or agents and each Person who controls such underwriter (within the meaning of the Securities Act or the Exchange Act) on substantially the same basis as that of the

indemnification of the Company provided above and shall, if requested by the Company, enter into an underwriting agreement reflecting such agreement.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

(d) If the indemnification provided for in this Section is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense in such proportion as appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which resulted in such loss, liability, claim, damage or expense, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue (or alleged untrue) statement of a material fact or the omission (or alleged omission) to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

9. Rule 144 Reporting.

With a view to making available the benefits of certain rules and regulations of the Commission which may permit the sale of restricted securities to the public without registration, the Company agrees to use its reasonable best efforts to:

(i) make and keep public information available as those terms are understood and defined in Rule 144 under the Securities Act ("Rule 144"), at all times;

(ii) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act; and

(iii) so long as the Holder owns any Registrable Securities, furnish to the Holder upon request a written statement by the Company as to its compliance with the reporting requirements of Rule 144, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as the Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing the Holder to sell any such securities without registration.

10. Miscellaneous.

(a) No Conflicting Agreements. The Company has not, as of the date hereof, and shall not, on or after the date of this Agreement, enter into any agreement with respect to its securities which conflicts with the rights granted to the Holder in this Agreement. The Company represents and warrants that the rights granted to the Holder hereunder do not in any way conflict with the rights granted to the Holders of the Company's securities under any other agreements.

(b) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, except by written consent of the parties.

(c) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing and shall be deemed given (i) when made, if made by hand delivery, (ii) upon confirmation, if made by telecopier or (iii) one business day after being deposited with a reputable next-day courier, postage prepaid, to the parties as follows:

(x) if to the Holder, to:
ConAgra Foods, Inc.
One ConAgra Drive
Omaha, NE 68102
Attn: James P. O'Donnell
Executive Vice President and
Chief Financial Officer

with a copy to:

McGrath North Mullin & Kratz, PC LLO
Suite 3700, First National Tower
1601 Dodge Street
Omaha, NE 68102
Fax No. 402-341-0216
Attn: Roger Wells

(y) if to the Company, to:

Pilgrim's Pride Corporation
110 South Texas Street
Pittsburg, Texas 75686
Fax: (903) 856-7505
Attention: Chief Financial Officer

with a copy to:

Baker & McKenzie
2300 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201
Fax: (214) 978-3099
Attention: Alan G. Harvey

or to such other address as such person may have furnished to the other persons identified in this section in writing in accordance herewith.

(d) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties. The Holder may assign all or any part of its registration rights under this Agreement to any person or entity to whom the Holder sells, transfers or assigns at least $20,000,000 principal amount of such Registrable Securities, provided that any such purchaser, transferee or assignee expressly agrees in writing to be bound by the terms and conditions of this Agreement and subject to Holder's obligations hereunder. In the event the Holder shall assign its registration rights pursuant to this Agreement in connection with the transfer of less than all of its Registrable Securities to another holder, the Holder shall also retain its registration rights with respect to the remaining Registrable Securities.

(e) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be original and all of which taken together shall constitute one and the same agreement.

(f) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(g) Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF DELAWARE, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

(h) Consent to Jurisdiction. THE PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR DELAWARE STATE COURT SITTING IN WILMINGTON, DELAWARE IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM.

(i) Severability. If any term, provision, covenant or restriction of this Agreement is held to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, illegal, void or unenforceable.

(j) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and is intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and the registration rights granted by the Company to the Holder. This Agreement supersedes all prior agreements and understandings among the parties with respect to such registration rights.

(k) Further Assurances. Each of the parties hereto shall use all best efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things reasonably necessary, proper or advisable under applicable law, and execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and the other documents contemplated hereby and consummate and make effective the transactions contemplated hereby.

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

PILGRIM'S PRIDE CORPORATION

By: ----------

Name: ----------

Title: ----------

CONAGRA FOODS, INC.

By: ----------

Name: ----------

Title: ----------

EXHIBIT 1.1(k)

DESCRIPTION OF NOTES

You can find the definitions of certain terms used in this description under the subheading "Certain Definitions." In this description, the word "Company" refers only to Pilgrim's Pride Corporation and not to any of its subsidiaries. In addition, in this description, the term "Holder" refers to the record holder of any Note.

The Company will issue the Note in payment of a portion of the purchase price of all of the chicken business of ConAgra Foods, Inc. through the acquisition of all of the issued and outstanding capital stock of ConAgra Poultry Company, To-Ricos, Inc., Lovette Company, Inc. and Hester Industries, Inc. (collectively, the "Acquired Companies"), each a wholly-owned subsidiary of ConAgra Foods, Inc. (the "Acquisition"). The Notes will be issued under an Indenture dated as of _____, 2003 (the "Indenture") between the Company and _____, as trustee (the "Trustee"). The terms of the Notes include those stated in the Indenture and those made part of the Indenture and by reference to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

The following description is a summary of the material provisions of the Indenture.

BRIEF DESCRIPTION OF THE NOTES

The Notes:

- will be general unsecured obligations of the Company; and
- are expressly subordinated in right of payment to all existing and future Senior Indebtedness of the Company.

PRINCIPAL, MATURITY AND INTEREST

At the closing of the Acquisition, the Company will issue a Note with a principal amount of $____ million based on an estimated combined, consolidated stockholders' equity of the Acquired Companies. The final determination of the purchase price for the Acquired Companies will be subject to a post-closing audit of the final combined, consolidated balance sheet of the Acquired Companies as of the closing date of the Acquisition. Any reduction or increase in the purchase price will be made by the Company, paying the amount in cash, issuing a new Note in exchange for the original Note issued at the closing of the Acquisition, or a combination thereof. In the event a new Note is issued, the Holder of the Note will be required to surrender the original Note, and the new Note will be on the same terms and conditions as the Note issued at the closing of the Acquisition except that the principal balance will be decreased or increased by an amount equal to the difference between the final combined, consolidated stockholders' equity

of the Acquired Companies based on the post-closing audit and the estimated stockholders' equity of the Acquired Companies used to determine the estimated purchase price.

The Notes will mature on March 4, 2011. Interest on the Notes will accrue at the rate of 10.50% per annum and will be payable semi-annually in arrears on December 15 and June 15, commencing on _____. The Company will make each interest payment, including any Special Interest, to the Holders of record on the immediately preceding December 1 and June 1.

Interest on the Notes will accrue from the date of original issuance or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

ADDITIONAL NOTES

Subject to the limitations set forth under "-- Certain Covenants -- Incurrence of Indebtedness and Issuance of Preferred Stock," the Company may incur additional Indebtedness up to an aggregate principal amount of $_____ [one-half of the Notes] which, at its option, may consist of additional Notes, in one or more series, having identical terms as the Notes issued on the date of the Indenture (the "Additional Notes"). Holders of such Additional Notes will have the right to vote together with Holders of Notes issued on the date of the Indenture as one class.

SUBSIDIARY GUARANTEES

The Indenture will require that each Domestic Restricted Subsidiary (other than any Securitization Subsidiary that has entered into or established a Permitted Securitization Program) that incurs any Indebtedness (other than intercompany Indebtedness between or among such Domestic Restricted Subsidiary and the Company or any of its Restricted Subsidiaries) which is pari passu with or subordinate in right of payment to the Notes guarantee the obligations of the Company under the Notes (including the payment of principal, premium, if any, and interest on the Notes) by entering into a supplemental indenture with the Company and the Trustee (each such Domestic Restricted Subsidiary and any other Restricted Subsidiary that guarantees the Notes in accordance with the Indenture being referred to herein as a "Guarantor"). The Indenture will provide that any such Domestic Restricted Subsidiary must become a Guarantor and execute a supplemental indenture and deliver an opinion of counsel to the Trustee within 10 business days of the date on which it was acquired, created or incurred such Indebtedness.

Any Guarantors will be jointly and severally liable with respect to the Company's obligations under the Notes. Each such guarantee of the Notes (a "Subsidiary Guarantee") will be a general unsecured obligation of the Guarantor thereunder and will be expressly subordinated in right of payment to all existing and future Senior Indebtedness of such Guarantor. The obligations of each Guarantor under its Subsidiary Guarantee will be limited as necessary to prevent that Subsidiary Guarantee from constituting a fraudulent conveyance under applicable law.

A Guarantor may not sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person), another Person, other than the Company or another Guarantor, unless:

(1) immediately after giving effect to that transaction, no Default or Event of Default exists; and

(2) either:

(a) the Person acquiring the property in any such sale or disposition, or the Person formed by or surviving any such consolidation or merger (if such surviving Person is not the Guarantor), assumes all the obligations of that Guarantor under the Indenture and its Subsidiary Guarantee pursuant to a supplemental indenture satisfactory to the Trustee; or

(b) the Net Proceeds of such sale or other disposition are applied in accordance with the "Asset Sale" provisions of the Indenture.

The Subsidiary Guarantee of a Guarantor will be released and such Person shall no longer be deemed a Guarantor for purposes of the Indenture:

(1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor to a Person that is not (either before or after giving effect to such transaction) a Subsidiary of the Company, if the Net Proceeds of that sale or other disposition are applied in accordance with the "Asset Sale" provisions of the Indenture;

(2) in connection with any sale of all of the Capital Stock of a Guarantor to a Person (including by way of merger or consolidation) that is not (either before or after giving effect to such transaction) a Subsidiary of the Company, if the Net Proceeds of that sale are applied (or the Company certifies in an Officer's Certificate delivered to the Trustee that such Net Proceeds will be applied) in accordance with the "Asset Sale" provisions of the Indenture;

(3) if the Company properly designates the Guarantor as an Unrestricted Subsidiary; or

(4) if all Indebtedness and Guaranteed Indebtedness of such Guarantor has been paid in full or otherwise discharged.

See "-- Repurchase at the Option of Holders -- Asset Sales."

OPTIONAL REDEMPTION

At any time prior to _____, 2007, the Company may on any one or more occasions redeem up to 35% of the aggregate principal amount of Notes issued under the Indenture (including, if issued, any Additional Notes) at a redemption price of 110.5% of the principal

amount thereof, plus accrued and unpaid interest, if any, to the redemption date, with the net cash proceeds of one or more Public Equity Offerings; provided, that:

(1) at least 65% of the aggregate principal amount of Notes issued under the Indenture (including, if issued, any Additional Notes) remains outstanding immediately after the occurrence of such redemption (excluding Notes held by the Company and its Subsidiaries); and

(2) the redemption must occur within 45 days of the date of the closing of such Public Equity Offering.

Except pursuant to the preceding paragraph and the last paragraph in this section, the Notes will not be redeemable at the Company's option prior to _____, 2007.

On or after _____, 2007, the Company may redeem all or a part of the Notes upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest, if any, thereon to the applicable redemption date, if redeemed during the twelve-month period beginning on September 15 of the years indicated below:

YEAR	PERCENTAGE
2007	105.250%
2008	102.625%
2009 and thereafter	100.000%

Notwithstanding the foregoing, the Company may, at any time and from time to time, redeem all or a part of the Notes from any Initial Holder upon not less than 15 nor more than 60 days' notice, at a redemption price of 100.000% of the principal amount thereof, plus accrued and unpaid interest, if any. The Company may not, however, redeem less than all of the Notes from any Initial Holder if the Initial Holders hold less than, or the redemption would result in the Initial Holders holding less than, an aggregate of $150 million in principal amount of the Notes.

MANDATORY REDEMPTION

The Company is not required to make mandatory redemption or sinking fund payments with respect to the Note.

REPURCHASE AT THE OPTION OF HOLDERS

CHANGE OF CONTROL

If a Change of Control occurs, each Holder of Notes will have the right to require the Company to repurchase all or any part (equal to $1,000 or an integral multiple thereof) of that Holder's Notes pursuant to a Change of Control Offer on the terms set forth in the Indenture. In the Change of Control Offer, the Company will offer a Change of Control Payment in cash equal

to (a) in the case of an Initial Holder, 100% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, thereon to the date of purchase and (b) in the case of all other Holders, 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, thereon to the date of purchase. Within 90 days following any Change of Control, unless the Company has mailed a redemption notice with respect to all of the outstanding Notes in accordance with the Optional Redemption provisions of the Indenture, the Company will mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase Notes on the Change of Control Payment Date specified in such notice which date shall be no earlier than 15 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the Indenture and described in such notice. The Company will comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934 and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Indenture by virtue of such conflict.

On the Change of Control Payment Date, the Company will, to the extent lawful:

(1) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions thereof so tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Company.

The Paying Agent will promptly mail to each Holder of Notes so tendered the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; provided, that each such new Note will be in a principal amount of $1,000 or an integral multiple thereof. The Company will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The provisions described above that require the Company to make a Change of Control Offer following a Change of Control will be applicable regardless of whether or not any other provisions of the Indenture are applicable. Except as described above with respect to a Change of Control, the Indenture does not contain provisions that permit the Holders of the Notes to require that the Company repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction.

The Company will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

ASSET SALES

The Company will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) the Company (or the Restricted Subsidiary, as the case may be) receives consideration at the time of such Asset Sale at least equal to the fair market value of the assets or Equity Interests issued or sold or otherwise disposed of;

(2) such fair market value is determined by the Company's Board of Directors and evidenced by a resolution of the Board of Directors and, if such fair market value exceeds $50 million, is set forth in an Officers' Certificate delivered to the Trustee; and

(3) at least 75% of the consideration therefor received by the Company or such Restricted Subsidiary is in the form of cash, Cash Equivalents or assets or Voting Stock of a type referred to in clauses (2), (3) or (4) immediately below.

For purposes of this provision, each of the following shall be deemed to be cash:

(a) any liabilities (as shown on the Company's or such Restricted Subsidiary's most recent balance sheet) of the Company or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the Notes or any Subsidiary Guarantee) that are assumed by the transferee of any such assets pursuant to a novation agreement that releases the Company or such Restricted Subsidiary from further liability; and

(b) any securities, notes or other obligations received by the Company or any such Restricted Subsidiary from such transferee that are converted by the Company or such Restricted Subsidiary into cash or Cash Equivalents (to the extent of the cash or Cash Equivalents received in that conversion) within 90 days of the related Asset Sale.

Within 270 days after the receipt of any Net Proceeds from an Asset Sale, the Company may, at its option:

(1) apply such Net Proceeds to permanently repay, purchase or retire unsubordinated Indebtedness of the Company or any Restricted Subsidiary;

(2) apply such Net Proceeds to acquire all or substantially all of the assets of, or a majority of the Voting Stock of, another business reasonably related to the business of the Company;

(3) apply such Net Proceeds to make a capital expenditure used or useful in the Company's business;

(4) apply such Net Proceeds to acquire other long-term assets that are used or useful in the Company's business; or

(5) enter into a binding agreement with respect to the application of such Net Proceeds described in clauses (2), (3) or (4) above and apply such Net Proceeds pursuant thereto within 360 days of receipt by the Company of such Net Proceeds.

Pending the final application of any such Net Proceeds, the Company may temporarily reduce revolving credit borrowings or otherwise invest such Net Proceeds in any manner that is not prohibited by the Indenture.

Any Net Proceeds from Asset Sales that are not applied or invested as provided in the preceding paragraph will constitute "Excess Proceeds." When the aggregate amount of Excess Proceeds exceeds $20.0 million, then within 45 business days after the later of the application of Net Proceeds in accordance with the preceding paragraph and the date that is 270 days following the receipt of the Net Proceeds, to the extent of the balance of the net Proceeds after application in accordance with the preceding paragraph, the Company will make an Asset Sale Offer to all Holders of Notes and all holders of other Indebtedness that is pari passu with the Notes containing provisions similar to those set forth in the Indenture with respect to offers to purchase or redeem with the proceeds of sales of assets to purchase the maximum principal amount of Notes and such other pari passu Indebtedness that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of principal amount plus accrued and unpaid interest, if any, to the date of purchase, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use such Excess Proceeds for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount of Notes and such other pari passu Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the Trustee shall select the Notes and such other pari passu Indebtedness to be purchased on a pro rata basis based on the principal amount of Notes and such other pari passu Indebtedness tendered. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

The Company will comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934 and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with each repurchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the Asset Sale provisions of the Indenture, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Asset Sale provisions of the Indenture by virtue of such conflict.

FALL-AWAY EVENT

The obligations of the Company and its Restricted Subsidiaries to comply with the provisions of the Indenture described under the captions "Repurchase at the Option of the Holders -- Change of Control," "-- Certain Covenants -- Restricted Payments," "-- Incurrence of Indebtedness and Issuance of Preferred Stock," "--Liens," "-- Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries," "-- Issuances of Guarantees by Domestic Restricted Subsidiaries," "-- Limitation on Issuance and Sale of Equity Interests in Restricted Subsidiaries," and "--the Transactions with Affiliates," and the requirement set forth under clause (4) of the first paragraph under "-- Merger, Consolidation, or Sale of Assets," will terminate if and when the Notes shall achieve Investment Grade Status (a "Fall-Away Event").

CERTAIN COVENANTS

RESTRICTED PAYMENTS

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution on account of the Company's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Company or any of its Restricted Subsidiaries) or to the direct or indirect holders of the Company's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable (a) in Equity Interests (other than Disqualified Stock) of the Company or (b) to the Company or a Restricted Subsidiary of the Company);

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Company) any Equity Interests of the Company or any direct or indirect parent of the Company or any Restricted Subsidiary of the Company (other than any such Equity Interests owned by the Company or any Restricted Subsidiary of the Company);

(3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness that is subordinated to the Notes or the Subsidiary Guarantees, except a payment of interest or principal to a Wholly Owned Restricted Subsidiary of the Company or at the Stated Maturity thereof; or

(4) make any Restricted Investment (all such payments and other actions set forth in clauses (1) through (4) above being collectively referred to as "Restricted Payments"),

unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default or Event of Default shall have occurred and be continuing or would occur as a consequence thereof; and

(2) the Company would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable eight-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described below under the caption "-- Incurrence of Indebtedness and Issuance of Preferred Stock;" and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Subsidiaries after the date of the Indenture (excluding Restricted Payments permitted by clauses (1), (2), (3) and (7) of the next succeeding paragraph) is less than the sum, without duplication, of

(a) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) from the beginning of the fiscal quarter beginning immediately prior to the date of the Indenture to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit), plus

(b) 100% of the aggregate net cash proceeds received by the Company since the date of the Indenture as a contribution to its common equity capital or from the issue or sale of Equity Interests of the Company (other than Disqualified Stock) or from the issue or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of the Company that have been converted into or exchanged for such Equity Interests (other than Equity Interests (or Disqualified Stock or debt securities) sold to a Restricted Subsidiary of the Company), plus

(c) to the extent that any Restricted Investment that was made after the date of the Indenture is sold for cash or otherwise liquidated or repaid for cash, the lesser of (i) the cash return of capital with respect to such Restricted Investment (less the cost of disposition, if any) and (ii) the initial amount of such Restricted Investment, plus (d) if any Unrestricted Subsidiary is redesignated as a Restricted Subsidiary, the fair market value of such redesignated Subsidiary (as determined in good faith by the Board of Directors) as of the date of its redesignation, not to exceed in the case of any Subsidiary the amount of Restricted Investments previously made by the Company or any of its Restricted Subsidiaries in such Unrestricted Subsidiary (subsequent to the date of the Indenture) which were treated as Restricted Payments (other than any such Restricted Payment that was made pursuant to the provisions of paragraphs (1) through (6) below).

The preceding provisions will not prohibit the payment of any dividend within 60 days after the date of declaration thereof, if at said date of declaration such payment would have

complied with the provisions of the Indenture. In addition, so long as no Default has occurred and is continuing or would be caused thereby, the preceding provisions will not prohibit:

(1) the redemption, repurchase, retirement, defeasance or other acquisition of any subordinated Indebtedness of the Company or any Restricted Subsidiary or of any Equity Interests of the Company in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Company) of, Equity Interests of the Company (other than Disqualified Stock) or Indebtedness of the Company which is subordinate or junior in right of payment to the Notes and has a Weighted Average Life to Maturity no less than that of the Indebtedness being refinanced; provided, that the amount of any such net cash proceeds that are utilized for any such redemption, repurchase, retirement, defeasance or other acquisition shall be excluded from clause (3)(b) of the preceding paragraph;

(2) the defeasance, redemption, repurchase or other acquisition of subordinated Indebtedness of the Company or any Restricted Subsidiary with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness; provided, that the amount of any such net cash proceeds that are utilized for any such defeasance, redemption, repurchase or other acquisition shall be excluded from clause (3)(b) of the preceding paragraph;

(3) Investments made out of the net cash proceeds of a substantially concurrent issue and sale (other than to a Subsidiary of the Company) of Equity Interests (other than Disqualified Stock) of the Company; provided, that the amount of any such net cash proceeds that are utilized for any such Investment shall be excluded from clause (3)(b) of the preceding paragraph;

(4) the payment of any dividend or distribution by a Restricted Subsidiary of the Company to the holders of its common Equity Interests on a pro rata basis so long as the Company or one of its Restricted Subsidiaries receives at least a pro rata share (and in like form) of the dividend or distribution in accordance with its common Equity Interests;

(5) the payment by the Company of cash dividends on its common stock in an aggregate amount up to $10.0 million per year;

(6) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Company or any Restricted Subsidiary of the Company held by any member of the management or the Board of Directors of the Company or any Restricted Subsidiary pursuant to any equity subscription agreement, stock option agreement or similar agreement approved by the Board of Directors of the Company; provided, that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests shall not exceed $1 million in any twelve-month period; and

(7) other Restricted Payments in an aggregate amount not to exceed $50.0 million.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued to or by the Company or such Subsidiary, as the case may be, pursuant to the Restricted

Payment. The fair market value of any assets or securities that are required to be valued by this covenant shall be determined by the Board of Directors and set forth in a resolution. The Board of Directors' determination must be based upon an opinion or appraisal issued by an accounting, appraisal or investment banking firm of national standing or appraisal firm acceptable to the Trustee if the fair market value exceeds $50.0 million. Not later than the date of making any Restricted Payment with a fair market value in excess of $50.0 million, the Company shall deliver to the Trustee an Officers' Certificate stating that such Restricted Payment is permitted and setting forth the basis upon which the calculations required by this "Restricted Payments" covenant were computed, together with a description and amounts of all Restricted Payments made by the Company pursuant to this "Restricted Payments" covenant since the date of the most recently delivered Officers' Certificate pursuant to this paragraph (or, if none, the date of the Indenture), together with a copy of any fairness opinion or appraisal required by the Indenture.

INCURRENCE OF INDEBTEDNESS AND ISSUANCE OF PREFERRED STOCK

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt), and the Company will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of Preferred Stock; provided, however, that the Company may incur Indebtedness (including Acquired Debt) or issue Disqualified Stock, and the Domestic Restricted Subsidiaries and any other Guarantors may incur Indebtedness or issue Preferred Stock, if the Fixed Charge Coverage Ratio for the Company's most recently ended eight full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Preferred Stock or Disqualified Stock is issued would have been at least 2.0 to 1, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the Preferred Stock or Disqualified Stock had been issued, as the case may be, at the beginning of such eight-quarter period.

The first paragraph of this covenant will not prohibit the incurrence or issuance of any of the following items of Indebtedness or Preferred Stock (collectively, "Permitted Debt"):

(1) the incurrence by the Company or any Guarantor of Indebtedness (and any replacements, renewals, refinancings, extensions or amendments of any thereof) in an aggregate principal amount at any one time outstanding as of the date of any such incurrence under this clause (1) not to exceed an amount equal to the greater of (x) $585.0 million, less the aggregate amount of all Net Proceeds of Asset Sales (other than a sale of all or a substantial portion of the assets used in or related to the Turkey Operations) applied by the Company or any of its Subsidiaries to repay Indebtedness incurred under this clause (1) pursuant to the covenant described above under the caption "-- Repurchase at the Option of Holders -- Asset Sales" and (y) 75% of the fair market value of property, plant, equipment and intangibles (excluding goodwill) of the Company and its consolidated Restricted Subsidiaries;

(2) the incurrence by the Company or any Restricted Subsidiary of Indebtedness pursuant to a revolving credit facility under the Existing U.S. Credit Facilities (and any replacements, renewals, refinancings, extensions or amendments of any thereof) in an aggregate principal amount outstanding at any one time as of the date of any such incurrence under this clause (2) not to exceed the Domestic Borrowing Base;

(3) the incurrence of Indebtedness by the Foreign Restricted Subsidiaries pursuant to the Existing Foreign Credit Facility (and any replacements, renewals, refinancings, extensions or amendments thereof) in an aggregate principal amount outstanding at any one time as of the date of any such incurrence under this clause (3) not to exceed the greater of (x) $50.0 million and (y) the Foreign Borrowing Base;

(4) the incurrence by the Company and the Guarantors of Indebtedness represented by the Notes to be issued on the date of the Indenture or as described in the first paragraph under "Principal, Maturity and Interest" (including, in each case, any Subsidiary Guarantees);

(5) the incurrence by the Company or any of its Restricted Subsidiaries of purchase money obligations incurred in the ordinary course of business in an amount outstanding at any one time as of the date of any such incurrence not to exceed 75% of the purchase price or fair market value of the asset purchased, acquired or constructed;

(6) the incurrence by the Company or any of its Restricted Subsidiaries of Capital Lease Obligations incurred in the ordinary course of business in an amount outstanding at any one time as of the date of any such incurrence not to exceed 5% of the Company's Consolidated Tangible Net Worth;

(7) the incurrence by the Company or any of its Restricted Subsidiaries of Hedging Obligations pursuant to which the Company or the Restricted Subsidiary has hedged against its actual exposure to fluctuations in interest rates, currency values or commodity prices;

(8) the incurrence by the Company or any Restricted Subsidiary of up to $25.0 million aggregate principal amount of Indebtedness to the Camp County Industrial Development Corporation pursuant to that certain Loan Agreement (the "Camp County Loan Agreement"), dated as of June 15, 1999, between the Company and the Camp County Industrial Development Corporation, including the incurrence by the Company or any Guarantor of Indebtedness to Harris Trust and Savings Bank pursuant to the Reimbursement Agreement dated June 15, 1999 between the Company and Harris Trust and Savings Bank, or under any irrevocable letter of credit, surety bond, insurance policy or other similar instrument issued by any Person to support the Company's or any Restricted Subsidiary's Obligations pursuant to the Camp County Loan Agreement or in connection with the related bonds issued by the Camp County Industrial Development Corporation (and reimbursement and similar agreements in respect thereof) and any Permitted Refinancing Indebtedness relating thereto; provided, that such $25.0 million and any corresponding credit enhancement or reimbursement obligation with respect thereto shall be reduced by any prepayments or scheduled payments under the Camp County Loan Agreement;

(9) the incurrence by the Company or any of its Restricted Subsidiaries of additional Indebtedness in an aggregate principal amount (or accreted value, as applicable) at any time outstanding under this clause (9) not to exceed $150 million;

(10) the incurrence by the Company or any Restricted Subsidiary of up to $82.5 million aggregate principal amount of Indebtedness to the issuer of industrial development bonds and similar Indebtedness outstanding as of the date of the Indenture, including the incurrence by the Company or any Restricted Subsidiary of Indebtedness to the issuer of any irrevocable letter of credit, surety bond, insurance policy or other similar instrument issued by any Person to support the Company's or any Restricted Subsidiary's Obligations pursuant to or in connection with such related industrial revenue bonds (and reimbursement and similar agreements in respect thereof); provided, that such $82.5 million and any corresponding credit enhancement or reimbursement obligation with respect thereto shall be reduced by any prepayments or scheduled payments in respect of such industrial revenue bonds or Indebtedness;

(11) the incurrence by the Company or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to refund, refinance or replace Indebtedness (other than intercompany Indebtedness) under the Senior Notes and the Senior Notes Indenture or that was permitted by the Indenture to be incurred under the first paragraph of this covenant or clauses (1), (2), (3), (5), (6), (8), (10) or (14) of this paragraph;

(12) the incurrence by the Company or any of its Restricted Subsidiaries of intercompany Indebtedness; provided, however, that:

(a) if the Company or any Guarantor is the obligor on such Indebtedness, such Indebtedness must be expressly subordinated to the prior payment in full in cash of all Obligations with respect to the Note, in the case of the Company, or the Subsidiary Guarantee, in the case of a Guarantor; and

(b) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Company or a Restricted Subsidiary thereof and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or a Restricted Subsidiary thereof shall be deemed, in each case, to constitute an incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (12);

(13) the guarantee by the Company or any of its Restricted Subsidiaries of Indebtedness of the Company or a Restricted Subsidiary that was permitted to be incurred by another provision of this covenant and, in the case of a Domestic Restricted Subsidiary, the provisions of the covenant set forth under the caption "-- Issuances of Guarantees by Domestic Restricted Subsidiaries";

(14) Indebtedness of the Company to the extent the net proceeds thereof are promptly (a) used to purchase Notes tendered in a Change of Control Offer made as a result of a Change of Control in accordance with the Indenture or (b) deposited to defease the Notes;

(15) the accrual of interest, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the payment of dividends on Disqualified Stock in the form of additional shares of the same class of Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Stock for purposes of this covenant; provided, in each such case, that the amount thereof is included in Fixed Charges of the Company as accrued; and

(16) the issuance of Preferred Stock to the Company or a Wholly Owned Restricted Subsidiary.

For purposes of determining compliance with this "Incurrence of Indebtedness and Issuance of Preferred Stock" covenant, (a) in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (16) above, or is entitled to be incurred pursuant to the first paragraph of this covenant, the Company will be permitted to classify such item of Indebtedness on the date of its incurrence, or reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant; provided, that (x) Indebtedness outstanding under the Existing U.S. Credit Facilities on the date of the Indenture will be deemed to have been incurred on such date in reliance on the exception provided in clauses (1) and (2), as applicable, of the definition of Permitted Debt above and (y) Indebtedness outstanding under the Existing Foreign Credit Facility on the date of the Indenture will be deemed to have been incurred on such date in reliance on the exception provided in clause (3) of the definition of Permitted Debt above, and (b) with respect to Indebtedness denominated in a currency other than United States dollars, the Company or any of its Restricted Subsidiaries shall not have been deemed to incur Indebtedness solely as a result of fluctuations in the exchange rates of currencies.

LIENS

The Company shall not, and shall not permit any Restricted Subsidiary to, directly or indirectly, incur or suffer to exist any Lien (other than Permitted Liens or Liens securing Senior Indebtedness) upon any of its assets (including Capital Stock of a Restricted Subsidiary), whether owned at the date the Notes are first issued or thereafter acquired, or any interest therein or any income or profits therefrom, unless:

(1) if such Lien secures Senior Subordinated Indebtedness, the Notes or the Guarantees are secured on an equal and ratable basis with such Indebtedness for so long as such Senior Subordinated Indebtedness is secured by such Lien; and

(2) if such Lien secures Subordinated Indebtedness, the Lien securing such Subordinated Indebtedness will be subordinated and junior to a Lien securing the Notes or the Guarantees, as the case may be, with the same relative priority as such Indebtedness has with

respect to the Notes or the Guarantees.

LIMITATIONS ON LAYERED DEBT

The Company shall not, and shall not permit any Restricted Subsidiary, to incur, directly or indirectly, any Indebtedness that is subordinate or junior in right of payment of any Senior Indebtedness unless such Indebtedness is Senior Subordinated Debt or is expressly subordinated in right of payment to, or ranks pari passu with, the Notes or Subsidiary Guarantees, as the case may be. In addition, no Guarantor shall Guarantee, directly or indirectly, any Indebtedness of the Company that is subordinate or junior in right of payment to any Senior Indebtedness unless such Guarantee is expressly subordinated in right of payment to, or ranks pari passu, with, the Subsidiary Guarantee of such Guarantor.

DIVIDEND AND OTHER PAYMENT RESTRICTIONS AFFECTING RESTRICTED SUBSIDIARIES

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock to the Company or any of its Restricted Subsidiaries, or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to the Company or any of its Restricted Subsidiaries;

(2) make loans or advances to the Company or any of its Restricted Subsidiaries; or

(3) transfer any of its properties or assets to the Company or any of its Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) Existing Credit Facilities as in effect on the date of the Indenture and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings thereof, provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are not materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in such Existing Credit Facilities, as in effect on the date of the Indenture;

(2) the Indenture, the Subsidiary Guarantee, the Notes and any additional notes that are issued under the Indenture;

(3) applicable law;

(4) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired, provided, that, in the case of Indebtedness, such Indebtedness was permitted by the terms of the Indenture to be incurred;

(5) customary non-assignment provisions in leases entered into in the ordinary course of business and consistent with past practices;

(6) purchase money obligations for property acquired in the ordinary course of business that impose restrictions on the property so acquired of the nature described in clause (3) of the preceding paragraph;

(7) any agreement for the sale or other disposition of a Restricted Subsidiary that restricts distributions by that Subsidiary pending its sale or other disposition;

(8) Permitted Refinancing Indebtedness, provided, that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(9) Liens securing Indebtedness that limit the right of the debtor to dispose of the assets subject to such Liens;

(10) provisions with respect to the disposition or distribution of assets or property in joint venture agreements, assets sale agreements, stock sale agreements and other similar agreements entered into in the ordinary course of business;

(11) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(12) customary restrictions imposed on any Securitization Subsidiary in connection with a Permitted Securitization Program, including, without limitation, those imposed on Pilgrim's Pride Funding Corporation on the date of the Indenture; and

(13) the Senior Notes Indenture, the Senior Guarantee and the Senior Notes.

MERGER, CONSOLIDATION, OR SALE OF ASSETS

The Company may not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not the Company is the surviving corporation); or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the

Company and its Subsidiaries taken as a whole, in one or more related transactions, to another Person; unless:

(1) either: (a) the Company is the surviving corporation; or (b) the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia;

(2) the Person formed by or surviving any such consolidation or merger (if other than the Company) or the Person to which such sale, assignment, transfer, conveyance or other disposition shall have been made assumes all the obligations of the Company under the Notes and the Indenture pursuant to agreements reasonably satisfactory to the Trustee;

(3) immediately after such transaction no Default or Event of Default exists;

(4) the Company or the Person formed by or surviving any such consolidation or merger (if other than the Company), or to which such sale, assignment, transfer, conveyance or other disposition shall have been made will, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable eight-quarter period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "-- Incurrence of Indebtedness and Issuance of Preferred Stock;" and

(5) the Company shall have delivered to the Trustee an Officers' Certificate and an opinion of counsel, each stating that such merger, consolidation or sale of assets and such supplemental indenture, if any, comply with the Indenture.

In addition, the Company may not, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person. This "Merger, Consolidation, or Sale of Assets" covenant will not apply to a sale, assignment, transfer, conveyance or other disposition of assets between or among the Company and any of its Wholly Owned Restricted Subsidiaries.

TRANSACTIONS WITH AFFILIATES

The Company will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each, an "Affiliate Transaction"), unless:

(1) such Affiliate Transaction is on terms that are no less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable

transaction by the Company or such Restricted Subsidiary with an unrelated Person or is approved by a majority of the disinterested members of the Board of Directors; and

(2) (a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $10.0 million, such determination shall be set forth in a resolution adopted by the Board of Directors stating that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors; and

(b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $25.0 million, the Board of Directors has received an opinion as to the fairness to the Holders of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing or appraisal firm acceptable to the Trustee.

The following items shall not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) any transaction entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business and consistent with past practices;

(2) any transaction entered into by the Company and any of its Restricted Subsidiaries or between any of the Restricted Subsidiaries;

(3) transactions with a Person that is an Affiliate of the Company solely because the Company owns an Equity Interest in such Person;

(4) payment of reasonable directors fees to Persons who are not otherwise Affiliates of the Company and reasonable indemnification arrangements;

(5) Restricted Payments that are permitted by the provisions of the Indenture described above under the caption "-- Restricted Payments;" and

(6) any transaction entered into with ConAgra Foods or its Subsidiaries by the Company and any of its Restricted Subsidiaries.

ISSUANCES OF GUARANTEES BY DOMESTIC RESTRICTED SUBSIDIARIES

The Company will not permit any Domestic Restricted Subsidiary, directly or indirectly, to guarantee, assume or in any other manner become liable with respect to any Indebtedness of the Company which is pari passu with or subordinate in right of payment to the Notes ("Guaranteed Indebtedness"), unless (i) such Domestic Restricted Subsidiary simultaneously executes and delivers a supplemental indenture to the Indenture providing for a Subsidiary Guarantee by such Domestic Restricted Subsidiary and (ii) such Domestic Restricted Subsidiary waives and will not in any manner whatsoever claim, or take the benefit or advantage of, any

rights of reimbursement, indemnity or subrogation or any other rights against the Company or any other Restricted Subsidiary as a result of any payment by such Domestic Restricted Subsidiary under its Subsidiary Guarantee until the Notes have been paid in full. If the Guaranteed Indebtedness is (A) pari passu with the Notes, then the guarantee of such Guaranteed Indebtedness shall be pari passu with, or subordinated to, the Subsidiary Guarantee, or (B) subordinated to the Notes, then the guarantee of such Guaranteed Indebtedness shall be subordinated to the Subsidiary Guarantee at least to the extent that the Guaranteed Indebtedness is subordinated to the Notes.

Notwithstanding the foregoing, any such Subsidiary Guarantee by a Domestic Restricted Subsidiary of the Notes shall provide by its terms that it shall be automatically and unconditionally released and discharged if such Guarantor sells or otherwise disposes of all or substantially all of its assets to, or consolidates with or merges with or into (whether or not such Guarantor is the surviving Person), another Person, other than the Company or another Guarantor, in compliance with the terms described above in the fourth paragraph under the caption "-- Subsidiary Guarantees."

LIMITATION ON THE ISSUANCE AND SALE OF EQUITY INTERESTS IN RESTRICTED SUBSIDIARIES

The Company will not sell, and will not permit any Restricted Subsidiaries, directly or indirectly, to issue or sell any Equity Interests of a Restricted Subsidiary except:

(1) to the Company or a Wholly Owned Restricted Subsidiary;

(2) issuances of director's qualifying shares or sales to foreign nationals of shares of Capital Stock of Foreign Restricted Subsidiaries, to the extent required by applicable law;

(3) if, immediately after giving effect to such issuance or sale, such Restricted Subsidiary would no longer constitute a Restricted Subsidiary and any Investment in such Person remaining after giving effect to such issuance or sale would have been permitted to be made under the "-- Restricted Payments" covenant if made on the date of such issuance or sale; or

(4) sales of Common Stock (including options, warrants or other rights to purchase shares of such Common Stock) of a Restricted Subsidiary by the Company or a Restricted Subsidiary, provided that the Company or such Restricted Subsidiary applies the Net Proceeds of any such sale in accordance with "Repurchase at the Option of Holders -- Asset Sales" above.

DESIGNATION OF RESTRICTED AND UNRESTRICTED SUBSIDIARIES

The Board of Directors may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated an Unrestricted Subsidiary, all outstanding Investments owned by the Company and its Restricted Subsidiaries in the Subsidiary so designated will be deemed to be an Investment made as of the time of such designation and either will reduce the amount available for Restricted Payments under the first paragraph of the covenant described above under the caption "--

Restricted Payments" or will at the time of such designation qualify as a Permitted Investment, as the Company shall determine. All such outstanding Investments will be valued at their fair market value at the time of such designation. That designation will only be permitted if such Investment would be permitted at that time and if such Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Board of Directors may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if the redesignation would not cause a Default and such redesignation will increase the amount available for Restricted Payments under the first paragraph of the covenant described under the caption "-- Restricted Payments" as provided therein or Permitted Investments, as applicable.

PAYMENTS FOR CONSENT

The Company will not, and will not permit any of its Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder of Notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Indenture or the Notes unless such consideration is offered to be paid and is paid to all Holders of the Notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

EVENTS OF DEFAULT AND REMEDIES

Each of the following is an Event of Default:

(1) the Company defaults in the payment when due of interest on the Notes and such default continues for a period of 30 days;

(2) the Company defaults in the payment when due of principal of, or premium, if any, on the Notes;

(3) failure by the Company or any of the Guarantors to comply with the provisions described under the caption "-- Repurchase at the Option of Holders - -- Change of Control" or "Certain Covenants -- Merger, Consolidation or Sale of Assets;"

(4) failure by the Company or any of its Restricted Subsidiaries to comply with the provisions described under the captions "-- Repurchase at the Option of Holders -- Asset Sales," -- Certain Covenants -- Restricted Payments" and "-- Certain Covenants -- Issuance of Indebtedness and Issuance of Preferred Stock" for 30 days after the date on which the Company has received written notice from the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes specifying such failure and stating that such notice is a "Notice of Default" under the Indenture;

(5) failure by the Company or any of its Restricted Subsidiaries to comply with any of the other agreements in the Indenture for 60 days after the date on which the Company has received written notice from the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes specifying such failure and stating that such notice is a "Notice of

Default" under the Indenture;

(6) the Company or any Restricted Subsidiary defaults under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries (or the payment of which is guaranteed by the Company or any of its Restricted Subsidiaries) whether such Indebtedness or guarantee now exists, or is created after the date of the Indenture, if that default:

(a) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "Payment Default"); or

(b) results in the acceleration of such Indebtedness prior to its express maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $20.0 million or more;

(7) a final nonappealable judgment or final nonappealable judgments for the payment of money are entered by a court or courts of competent jurisdiction against the Company or any of its Restricted Subsidiaries and such judgment or judgments are not paid, discharged or stayed for a period (during which execution shall not be effectively stayed) of 60 days, provided that the aggregate of all such undischarged judgments exceeds $20.0 million;

(8) except as permitted by the Indenture, any Subsidiary Guarantee is held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or any Guarantor, or any Person acting on behalf of any Guarantor, shall deny or disaffirm its obligations under its Subsidiary Guarantee; and

(9) certain events of bankruptcy or insolvency with respect to the Company or any of its Restricted Subsidiaries.

In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to the Company, any Restricted Subsidiary that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately.

Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may

withhold from Holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest, if any) if it determines that withholding notice is in their interest.

The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest or premium, if any, on, or the principal of, the Notes.

The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture. Upon becoming aware of any Default or Event of Default, the Company is required to deliver to the Trustee a statement specifying such Default or Event of Default.

SUBORDINATION

The Company may not pay (except from the trust as provided in the Legal Defeasance and Covenant Defeasance provisions) principal of, or premium, if any, or interest on, the Notes, or make any deposit pursuant to the Legal Defeasance and Covenant Defeasance provisions, and may not repurchase, redeem or otherwise retire any Notes until all principal and other Obligations with respect to Senior Indebtedness is paid in full (collectively, "Pay The Notes") if (a) any principal, premium, interest or any other amount payable in respect of any Senior Indebtedness is not paid within any applicable grace period (including at maturity) or (b) any other default on Senior Indebtedness occurs and the maturity of such Senior Indebtedness is accelerated in accordance with its terms unless, in either case, (1) the default has been cured or waived and any such acceleration has been rescinded or (2) such Senior Indebtedness has been paid in full in cash or otherwise satisfied in accordance with the terms thereof; provided, however, that the Company may pay the Notes without regard to the foregoing if the Company and the Trustee receive written notice approving such payment from the Representative of the holders of such Senior Indebtedness or, if there is no Representative, from the holders of such Senior Indebtedness.

During the continuance of any default (other than a default described in clause (a) or a default and acceleration described in clause (b) of the preceding paragraph) with respect to any Designated Senior Indebtedness pursuant to which the maturity thereof may be accelerated immediately without further notice (except any notice required to effect the acceleration) or the expiration of any applicable grace period, the Company may not pay the Notes for a period (a "Payment Blockage Period") commencing upon the receipt by the Company and the Trustee of written notice of such default from the Representative of the holders of such Designated Senior Indebtedness or, if there is no Representative, from the holders of such Designated Senior Indebtedness, specifying an election to effect a Payment Blockage Period (a "Payment Blockage Notice") and ending 179 days thereafter (unless such Payment Blockage Period is earlier terminated (a) by written notice to the Trustee and the Company from the Representative of the holders of such Designated Senior Indebtedness or, if there is no Representative, from the holders of such Designated Senior Indebtedness that gave such Payment Blockage Notice, (b)

because such default is no longer continuing or (c) because such Designated Senior Indebtedness has been repaid in full in cash or otherwise satisfied in accordance with the terms thereof). Not more than one Payment Blockage Notice with respect to all issues of Designated Senior Indebtedness may be given in any consecutive 360-day period, irrespective of the number of defaults with respect to one or more issues of Designated Senior Indebtedness during such period. No non-payment default that existed or was continuing on the date of delivery of any Payment Blockage Notice to the Trustee shall be the basis for a subsequent Payment Blockage Notice. Following the expiration of any period during which the Company is prohibited from making payments on the Notes pursuant to a Payment Blockage Notice, the Company shall (unless otherwise prohibited as described in the first two sentences of this paragraph) resume making any and all required payments in respect of the Notes, including, without limitation, any missed payments, unless the maturity of any Designated Senior Indebtedness has been accelerated, and such acceleration remains in full force and effect.

The Company shall give prompt written notice to the Trustee of any default in the payment of any Senior Indebtedness or any acceleration under any Senior Indebtedness or under any agreement pursuant to which Senior Indebtedness may have been issued. Failure to give such notice shall not affect the subordination of the Notes to the Senior Indebtedness or the application of the other provisions provided in the above paragraphs.

If payment of the Notes is accelerated when Designated Senior Indebtedness is outstanding, the Company may not pay the Notes until three business days after the Representative of the holders of such Designated Senior Indebtedness or, if there is no Representative, the holders of such Designated Senior Indebtedness receive notice of such acceleration and, thereafter, may pay the Notes only if the Indenture otherwise permits payment at that time.

The Obligations of each Guarantor are subordinated in right of payment to the payment when due of all Senior Indebtedness of such Guarantor. This subordination is for the benefit of and enforceable by the holders of such Senior Indebtedness to the extent and in the manner provided for the Notes and the Indenture.

CERTAIN DEFINITIONS

Set forth below are certain defined terms used in the Indenture.

"ACQUIRED DEBT" means, with respect to any specified Person:

(i) Indebtedness of any other Person existing at the time such other Person is merged with or into, or became a Subsidiary of, such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Subsidiary of, such specified Person; and

(ii) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"ADDITIONAL SENIOR NOTES" means any Senior Notes (other than Initial Senior Notes) issued under the Senior Notes Indenture in accordance with Section 3.01 of the First Supplemental Indenture dated August 9, 2011 between the Company and the Chase Manhattan Bank, as trustee, as part of the same series as the Initial Senior Notes or as an additional series.

"AFFILIATE" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; provided, that beneficial ownership of 10% or more of the total voting power of the Voting Stock of a Person shall be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" shall have correlative meanings.

"ASSET SALE" means:

(1) the sale, lease, conveyance or other disposition of any assets or rights, other than sales of inventory in the ordinary course of business; provided, that the sale, conveyance or other disposition of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole will be governed by the provisions of the Indenture described above under the caption "-- Repurchase at the Option of Holders -- Change of Control" and/or the provisions described above under the caption "-- Certain Covenants -- Merger, Consolidation or Sale of Assets" and not by the provisions of the Asset Sale covenant; and

(2) the issuance of Equity Interests by any of the Company's Restricted Subsidiaries or the sale of Equity Interests in any of its Restricted Subsidiaries.

Notwithstanding the preceding, the following items shall not be deemed to be Asset Sales:

(i) any single transaction or series of related transactions that involves assets having a fair market value of less than $2.0 million;

(ii) a transfer of assets between or among the Company and its Restricted Subsidiaries;

(iii) an issuance of Equity Interests by a Restricted Subsidiary to the Company or to another Restricted Subsidiary;

(iv) the sale or lease of equipment, inventory, accounts receivable (or interests therein) or other assets in the ordinary course of business or pursuant to a Permitted Securitization Program;

(v) the sale or other disposition of cash or Cash Equivalents; and

(vi) the sale, lease or other disposition of any assets or rights to the extent constituting a Restricted Payment or Permitted Investment that is permitted by the covenant described above under the caption "--Certain Covenants -- Restricted Payments."

"ATTRIBUTABLE DEBT" in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP.

"BENEFICIAL OWNER" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" shall be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The terms "Beneficially Owns" and "Beneficially Owned" shall have a corresponding meaning.

"BOARD OF DIRECTORS" means either the board of directors of the Company or any duly authorized committee of that board.

"CAPITAL LEASE OBLIGATION" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP.

"CAPITAL STOCK," means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but in any event excluding interests in pools of accounts receivable or inventory sold by a Securitization Subsidiary pursuant to a Permitted Securitization Program.

"CASH EQUIVALENTS" means:

(1) United States dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality thereof (provided, that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than six months from the date of acquisition;

(3) certificates of deposit and eurodollar time deposits with maturities of six months or less from the date of acquisition, bankers' acceptances with maturities not exceeding six months and overnight bank deposits, in each case, with any domestic commercial bank having capital and surplus in excess of $500.0 million and a Thomson Bank Watch Rating of "B" or better;

(4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper having the highest rating obtainable from Moody's Investors Service, Inc. or Standard & Poor's Rating Services and in each case maturing within six months after the date of acquisition; and

(6) money market funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (5) of this definition.

"CHANGE OF CONTROL" means the occurrence of any of the following:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Subsidiaries taken as a whole to any "person" or "group" (as such terms are used in Section 13(d)(3) of the Exchange Act) other than a Wholly Owned Restricted Subsidiary;

(2) any "person" or "group" (as such terms are used in Section 13(d)(3) of the Exchange Act), other than the Pilgrim Family, becomes the ultimate "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of more than 50% of the total voting power of the Voting Stock of the Company on a fully-diluted basis;

(3) the adoption of a plan relating to the liquidation or dissolution of the Company;

(4) the consummation of any transaction (including, without limitation, any merger, consolidation or recapitalization) to which the Company is a party the result of which is that, immediately after such transaction, the holders of all of the outstanding Voting Stock of the Company immediately prior to such transaction hold less than 50.1% of the Voting Stock of the Person surviving such transaction, measured by voting power rather than number of shares; or

(5) the first day on which a majority of the members of the Board of Directors of the Company are not Continuing Directors.

"CONSOLIDATED CASH FLOW" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period plus:

(1) an amount equal to any extraordinary loss plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale, to the extent such losses were deducted in computing such Consolidated Net Income; plus

(2) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries for such period, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income; plus

(3) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued and whether or not capitalized (including, without limitation, amortization of original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obligations), to the extent that any such expense was deducted in computing such Consolidated Net Income; plus

(4) depreciation, amortization (including amortization of goodwill and other intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash expenses (excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, amortization and other non-cash expenses were deducted in computing such Consolidated Net Income; minus

(5) non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business, in each case, on a consolidated basis and determined in accordance with GAAP.

Notwithstanding the preceding, the provision for taxes based on the income or profits of, and the depreciation and amortization and other non-cash expenses of, a Restricted Subsidiary of the Company, unless such Restricted Subsidiary is a Guarantor and its Subsidiary Guarantee remains in full force and effect, shall be added to Consolidated Net Income to compute Consolidated Cash Flow of the Company only to the extent that a corresponding amount would be permitted at the date of determination to be dividended or distributed to the Company or a Restricted Subsidiary by such Restricted Subsidiary without prior governmental approval (that has not been obtained), and without direct or indirect restriction pursuant to the terms of its

charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Restricted Subsidiary or its stockholders.

"CONSOLIDATED NET INCOME" means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; provided, that:

(1) the Net Income of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to the specified Person or a Wholly Owned Restricted Subsidiary thereof;

(2) the Net Income of any Restricted Subsidiary, unless such Restricted Subsidiary is a Guarantor and its Subsidiary Guarantee remains in full force and effect, shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders, provided that the aggregate amount of such Net Income that could be paid to the Company or a Restricted Subsidiary by loans or advances or repayments of loans or advances, intercompany transfer or otherwise will be included in Consolidated Net Income;

(3) the Net Income of any Person acquired in a pooling of interests transaction for any period prior to the date of such acquisition shall be excluded; and

(4) the cumulative effect of a change in accounting principles shall be excluded.

"CONSOLIDATED TANGIBLE NET WORTH" of any Person means, at any time, for such Person and its Restricted Subsidiaries on a consolidated basis, an amount computed equal to (a) the consolidated stockholders' equity of the Person and its Restricted Subsidiaries, minus, (b) all Intangible Assets of the Person and its Restricted Subsidiaries, in each case as of such time. For the purposes hereof, "Intangible Assets" means intellectual property, goodwill and other intangible assets, in each case determined in accordance with GAAP.

"CONTINUING DIRECTORS" means, as of any date of determination, any member of the Board of Directors of the Company who, during any period of two consecutive years:

(1) was a member of such Board of Directors on the date of the Indenture; or

(2) was nominated for election or elected or appointed to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board at the time of such nomination, election or appointment.

"DEBT RATING" means the rating assigned to the Notes by Moody's or S&P, as the case

may be.

"DEFAULT" means any event, act or condition that is, or after notice or with the passage of time or both would be, an Event of Default.

"DESIGNATED SENIOR INDEBTEDNESS" means:

(1) any Senior Indebtedness of the Company or a Guarantor that has, at the time of determination, an aggregate principal amount outstanding of at least $25.0 million (including the amount of all undrawn commitments and matured and contingent reimbursement obligations pursuant to letters of credit thereunder) that is specifically designated in the instrument evidencing such Senior Indebtedness and in an Officers' Certificate delivered to the Trustee as "Designated Senior Indebtedness" of the Company for purposes of the Indenture; and

(2) any Senior Indebtedness of the Company or a Guarantor outstanding under the Existing Credit Facilities, the Senior Notes Indenture or otherwise under clause (1) of the second paragraph of "Certain Covenants -- Incurrence of Indebtedness and Issuance of Preferred Stock," as the same may be amended, supplemented or otherwise modified from time to time, including amendments, supplements or modifications and any renewal, extension, refunding, restructuring, replacement or refinancing thereof (whether with the original agent and lenders or another administrative agent or agents or one or more other lenders and whether provided under the original Existing Credit Facilities or one or more other credit or other agreements or indentures).

"DISQUALIFIED STOCK" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is 91 days after the date on which the Notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Company to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Stock if the terms of such Capital Stock provide that the Company may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described above under the caption "-- Certain Covenants -- Restricted Payments."

"DOMESTIC BORROWING BASE" means, as of a date of determination, the sum of (i) 85% of the book value of the outstanding accounts receivable of the Company and its Domestic Restricted Subsidiaries (as such accounts receivable would be shown on a consolidated balance sheet of the Company and its Domestic Restricted Subsidiaries prepared in accordance with GAAP), less allowance for doubtful accounts, plus (ii) 80% of the inventory of the Company and its Domestic Restricted Subsidiaries (as such inventory would be shown on a consolidated balance sheet of the Company and its Domestic Restricted Subsidiaries prepared in accordance with GAAP); provided, that for purposes of determining the Domestic Borrowing Base as of a date of determination, any accounts receivable or inventory that has been sold or otherwise

transferred to a Securitization Subsidiary pursuant to a Permitted Securitization Program shall not be included in the Domestic Borrowing Base for purposes of the calculation thereof.

"DOMESTIC RESTRICTED SUBSIDIARY" means any Restricted Subsidiary that was formed under the laws of the United States or any state thereof or the District of Columbia.

"EQUITY INTERESTS" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"EXISTING CREDIT FACILITIES" means, collectively, the Existing U.S. Credit Facilities and the Existing Foreign Credit Facility.

"EXISTING FOREIGN CREDIT FACILITY" means the facility evidenced by the Revolving Credit Agreement, by and among Grupo Pilgrim's Pride Funding, S. de R.L. de C.V., Comerica Bank Mexico, S.A. and Comerica Bank, dated September 7, 2001, and the related notes, collateral documents, guarantees and agreements, each as amended through the date of the Indenture.

"EXISTING U.S. CREDIT FACILITIES" means:

(1) the facility evidenced by the Third Amended and Restated Note Purchase Agreement by and between the Company and John Hancock Life Insurance Company, dated August 30, 2002, and the related notes, collateral documents, guarantees and agreements, each as amended through the date of the Indenture;

(2) the facility evidenced by the Amended and Restated Credit Agreement by and among CoBank, ACB, individually and as Agent, Farm Credit Services of America, FLCA, and other Banks thereunder, dated November 16, 2000, and the related notes, collateral documents, guarantees and agreements, each as amended through the date of the Indenture; and

(3) the facility evidenced by the Second Amended and Restated Secured Credit Agreement, by and among the Company and Harris Trust and Savings Bank, individually and as Agent, and other Banks thereunder, dated November 5, 1999, and the related notes, collateral documents, guarantees and agreements, each as amended through the date of the Indenture.

"FIXED CHARGES" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued, including, without limitation, amortization of original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obligations; plus

(2) any interest expense on Indebtedness of another Person that is guaranteed by such Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted Subsidiaries, whether or not such Guarantee or Lien is called upon; plus

(3) the product of (a) all dividends, whether paid or accrued, whether or not in cash, on any series of Preferred Stock of such Person or any of its Restricted Subsidiaries, other than dividends on Equity Interests payable solely in Equity Interests of such Person (other than Disqualified Stock) or to such Person or a Restricted Subsidiary of such Person, times (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person, expressed as a decimal, in each case, on a consolidated basis and in accordance with GAAP.

"FIXED CHARGE COVERAGE RATIO" means with respect to any specified Person for any period, the ratio of the Consolidated Cash Flow of such Person for such period to the Fixed Charges of such Person for such period. In the event that the specified Person or any of its Restricted Subsidiaries incurs, assumes, Guarantees, repays, repurchases or redeems any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems Preferred Stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "Calculation Date"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, Guarantee, repayment, repurchase or redemption of Indebtedness, or such issuance, repurchase or redemption of Preferred Stock, and the use of the proceeds therefrom as if the same had occurred at the beginning of the applicable eight-quarter reference period.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(1) acquisitions that have been made by the specified Person or any of its Restricted Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the eight-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date shall be given pro forma effect as if they had occurred on the first day of the eight-quarter reference period and Consolidated Cash Flow for such reference period shall be calculated on a pro forma basis in accordance with Regulation S-X under the Securities Act, but without giving effect to clause (3) of the proviso set forth in the definition of Consolidated Net Income;

(2) the Consolidated Cash Flow attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded; and

(3) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Fixed Charges

will not be obligations of the specified Person or any of its Restricted Subsidiaries following the Calculation Date.

"FOREIGN BORROWING BASE" means, as of a date of determination, the sum of (i) 85% of the book value of the outstanding accounts receivable of the Company's Foreign Restricted Subsidiaries (as such accounts receivable would be shown on a combined balance sheet of the Company's Foreign Restricted Subsidiaries prepared in accordance with GAAP), less allowance for doubtful accounts, plus (ii) 80% of the inventory of the Company's Foreign Restricted Subsidiaries (as such inventory would be shown on a combined balance sheet of the Company's Foreign Restricted Subsidiaries prepared in accordance with GAAP); provided, that for purposes of determining the Foreign Borrowing Base as of a date of determination, any accounts receivable or inventory that has been sold or otherwise transferred to a Securitization Subsidiary pursuant to a Permitted Securitization Program shall not be included in the Foreign Borrowing Base for purposes of the calculation thereof.

"FOREIGN RESTRICTED SUBSIDIARY" means any Restricted Subsidiary that is not a Domestic Restricted Subsidiary and with respect to which more than 80% of its assets (determined on a consolidated basis in accordance with GAAP) are located in territories and jurisdictions outside of the United States of America.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect on the date of the Indenture.

"GUARANTEE" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness.

"GUARANTORS" means any Restricted Subsidiary that executes a Subsidiary Guarantee in accordance with the provisions of the Indenture and its respective successors and assigns.

"HEDGING OBLIGATIONS" means, with respect to any specified Person, the obligations of such Person under:

(1) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements and other agreements or arrangements designed to protect such Person against fluctuations in interest rates;

(2) any foreign exchange contract, currency swap agreement or other similar agreement or arrangement designed to protect such Person against fluctuations in currency values; and

(3) any commodity futures or option contract or other similar commodity hedging contract designed to protect such person against fluctuations in commodity prices.

"INDEBTEDNESS" means, with respect to any specified Person, any indebtedness of such Person, whether or not contingent, in respect of:

(1) borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof) (other than obligations with respect to letters of credit securing obligations (other than obligations described in clause (1), (2) and (4) of this definition) entered into in the ordinary course of business of such Person to the extent that such letters of credit are not drawn upon);

(3) banker's acceptances;

(4) representing Capital Lease Obligations;

(5) the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable incurred in the ordinary course of business; or

(6) representing any Hedging Obligations,

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any indebtedness of any other Person.

The amount of any Indebtedness outstanding as of any date shall be:

(1) the accreted value thereof, in the case of any Indebtedness issued with original issue discount; and

(2) the principal amount thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness.

"INITIAL HOLDERS" means ConAgra Foods, its Affiliates and each of their respective principals, employees, partners, officers, members and directors.

"INITIAL SENIOR NOTES" means the 9 5/8% Senior Notes due 2011 of the Company issued under the Senior Notes Indenture.

"INVESTMENT GRADE STATUS" exists as of a date if at such date (i) the Debt Rating of Moody's is at least Baa3 (or the equivalent) or higher and (ii) the Debt Rating of S&P is at least BBB- (or the equivalent) or higher.

"INVESTMENTS" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the forms of direct or indirect loans (including Guarantees or other obligations), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If the Company or any Restricted Subsidiary of the Company sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Company such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Company, the Company shall be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of the Equity Interests of such Restricted Subsidiary not sold or disposed of in an amount determined as provided in the final paragraph of the covenant described above under the caption "-- Certain Covenants -- Restricted Payments." The acquisition by the Company or any Restricted Subsidiary of the Company of a Person that holds an Investment in a third Person shall be deemed to be an Investment by the Company or such Restricted Subsidiary in such third Person in an amount equal to the fair market value of the Investment held by the acquired Person in such third Person in an amount determined as provided in the final paragraph of the covenant described above under the caption "--Certain Covenants -- Restricted Payments." In addition, the fair market value of the net assets of any Restricted Subsidiary at the time that such Restricted Subsidiary is designated an Unrestricted Subsidiary shall be deemed to be an "Investment" made by the Company in such Unrestricted Subsidiary.

"LIEN" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"MOODY'S" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"NET INCOME" means, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of Preferred Stock dividends, excluding, however:

(1) any gain (or loss), together with any related provision for taxes on such gain (or loss), realized in connection with: (a) any Asset Sale; or (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and

(2) any extraordinary gain (or loss), together with any related provision for taxes on such extraordinary gain (or loss).

"NET PROCEEDS" means the aggregate cash proceeds received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), in net of the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result thereof, taxes paid or payable as a result thereof, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements; and amounts required to be applied to the repayment of Indebtedness.

"NON-RECOURSE DEBT" means Indebtedness:

(1) as to which neither the Company nor any of its Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (b) is directly or indirectly liable as a guarantor or otherwise or (c) constitutes the lender; and

(2) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit upon notice, lapse of time or both any holder of any other Indebtedness (other than the Notes) of the Company or any of its Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity.

"OBLIGATIONS" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"PERMITTED INVESTMENTS" means:

(1) any Investment in the Company or in a Restricted Subsidiary of the Company;

(2) any Investment of receivables owing to the Company or any of its Restricted Subsidiaries, if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms (provided, that nothing in this clause (2) shall prevent the Company or any Restricted Subsidiary from offering such concessionary trade terms as management deems reasonable in the circumstances);

(3) any Investment in Cash Equivalents;

(4) any Investment of Capital Stock, Obligations or other securities of any Person received by the Company or any of its Restricted Subsidiaries in settlement of Obligations

created in the ordinary course of business and owing to the Company or such Restricted Subsidiary;

(5) any Investment by the Company or any Restricted Subsidiary of the Company in a Person, if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary of the Company; or

(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company;

(6) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with the covenant described above under the caption "-- Repurchase at the Option of Holders -- Asset Sales";

(7) any acquisition of assets solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Company;

(8) Hedging Obligations, provided, that such Hedging Obligations constitute Permitted Debt permitted by clause (7) of the second paragraph under the caption "-- Certain Covenants -- Incurrence of Indebtedness and Issuance of Preferred Stock;"

(9) Investments in a Person arising from the sale or transfer of assets primarily used in or related to, or Equity Interests of a Subsidiary of the Company whose assets primarily consist of those used in or related to, the Turkey Operations in connection with a joint venture including such Turkey Operations with a third party;

(10) Investments made in bonds, debentures and notes issued by any corporation organized under the laws of any State of the United States having Investment Grade Status from the aggregate proceeds of insurance premiums paid by the Company or a Restricted Subsidiary under a captive insurance arrangement and any earnings on such Investments; and

(11) other Investments made after the date of the Indenture in any Person having an aggregate fair market value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (11) that are at the time outstanding, not to exceed $70 million.

"PERMITTED LIENS" means:

(1) Liens on the assets of the Company and its Restricted Subsidiaries securing Indebtedness and other Obligations (in addition to those referred to in clauses (2) through (12) of this definition) to the extent that such Indebtedness (a) was outstanding on the date of the Indenture or was permitted to be incurred by the covenant entitled "-- Certain Covenants -- Incurrence of Indebtedness and Issuance of Preferred Stock" at the time of such incurrence and

(b) at the time of such incurrence did not exceed an aggregate principal amount outstanding at any one time of the greater of (x) $585.0 million less the aggregate amount of all Net Proceeds of Asset Sales (other than a sale of all or a substantial portion of the assets used in the Turkey Operations), applied by the Company or any of its Subsidiaries to repay Indebtedness incurred pursuant to clause (1) of the second paragraph of the covenant entitled "-- Certain Covenants -- Incurrence of Indebtedness and Issuance of Preferred Stock" pursuant to the covenant described under the caption "-- Repurchase at the Option of Holders -- Asset Sales" and (y) 75% of the fair market value of property, plant, equipment and intangibles (excluding goodwill) of the Company and its consolidated Restricted Subsidiaries;

(2) Liens on the assets of the Company and any Restricted Subsidiary securing Indebtedness and other Obligations to the extent that such Indebtedness is permitted to be incurred by clauses (2), (3) and (14)(b) of the second paragraph of the covenant entitled "-- Certain Covenants -- Incurrence of Indebtedness and Issuance of Preferred Stock;"

(3) Liens on the assets of the Company and any Restricted Subsidiary securing Permitted Refinancing Indebtedness to the extent that (a) such Permitted Refinancing Indebtedness is permitted to be incurred by clause (11) of the second paragraph of the covenant entitled "-- Certain Covenants -- Incurrence of Indebtedness and Issuance of Preferred Stock," and (b) such Permitted Refinancing Indebtedness was incurred to refinance Indebtedness outstanding under clauses (1), (2), (3) or (14)(b) of such paragraph;

(4) Liens in favor of the Company or its Restricted Subsidiaries;

(5) Liens on property of a Person existing at the time such Person is acquired by, merged with or into or consolidated with the Company or any Restricted Subsidiary of the Company; provided, that such Liens were in existence prior to the contemplation of such acquisition, merger or consolidation and do not extend to any assets other than those of the Person acquired by, merged into or consolidated with the Company or the Restricted Subsidiary;

(6) Liens on property existing at the time of acquisition thereof by the Company or any Restricted Subsidiary of the Company; provided, that such Liens were in existence prior to the contemplation of such acquisition;

(7) Liens to secure the performance of statutory obligations, surety or appeal bonds, performance bonds or other obligations of a like nature incurred in the ordinary course of business;

(8) Liens to secure Indebtedness permitted by clauses (5), (6), (8) and (10) of the second paragraph of the covenant entitled "-- Certain Covenants -- Incurrence of Indebtedness and Issuance of Preferred Stock" (or Permitted Refinancing Indebtedness relating thereto, provided that the principal amount of the Indebtedness secured does not increase and the Liens do not extend to other property or assets) covering only the assets acquired with such Indebtedness;

(9) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded, provided, that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor;

(10) Liens on accounts receivable or inventory of a Securitization Subsidiary or rights with respect thereto in connection with a Permitted Securitization Program;

(11) Liens encumbering customary initial deposits and margin deposits, and other Liens that are within the general parameters customary in the industry and incurred in the ordinary course of business, in each case, securing Indebtedness under Hedging Obligations designed solely to protect the Company or any of its Restricted Subsidiaries from fluctuations in interest rates, currencies or the price of commodities;

(12) Liens on the property of Foreign Restricted Subsidiaries and on intercompany Indebtedness to the Company to secure Indebtedness permitted by clause (13) of the second paragraph of the covenant entitled "-- Certain Covenants -- Incurrence of Indebtedness and Issuance of Preferred Stock"; and

(13) Liens incurred in the ordinary course of business of the Company or any Restricted Subsidiary of the Company with respect to obligations that do not exceed $20.0 million at any one time outstanding.

"PERMITTED REFINANCING INDEBTEDNESS" means any Indebtedness of the Company or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund other Indebtedness of the Company or any of its Restricted Subsidiaries (other than intercompany Indebtedness); provided, that:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable), of the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (plus all accrued interest thereon and the amount of all customary expenses and premiums incurred in connection therewith); provided, however, that with respect to Indebtedness denominated in currency other than United States dollars, if the principal amount of such Indebtedness is extended, refinanced, renewed, replaced, defeased or refunded with Indebtedness denominated in the same foreign currency and not exceeding the principal amount (or accreted value, if applicable) thereof in such denomination of foreign currency, then it shall not be deemed to have exceeded the principal amount (or accreted value, if applicable) of the refinanced Indebtedness solely as a result of fluctuations in the exchange rate of such foreign currency;

(2) such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(3) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Notes, such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and is subordinated in right of payment to, the Notes on terms at least as favorable to the Holders of Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(4) such Indebtedness is incurred either by the Company or a Guarantor or by the Restricted Subsidiary who is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

"PERMITTED SECURITIZATION PROGRAM" means a transaction or series of transactions (including amendments, supplements, extensions, renewals, replacements, refinancings or modifications thereof) pursuant to which a Securitization Subsidiary purchases accounts receivable or inventory from the Company or any Restricted Subsidiary and finances or sells such accounts receivables or inventory or fractional interests therein; provided, that (i) the Board of Directors shall have determined in good faith that such Permitted Securitization Program is economically fair and reasonable to the Company and the Securitization Subsidiary, (ii) all sales of accounts receivable or inventory by the Securitization Subsidiary are made at fair market value (as determined in good faith by the Board of Directors), (iii) the financing terms, covenants, termination events and other provisions thereof shall be market terms (as determined in good faith by the Board of Directors), (iv) no portion of the Indebtedness of a Securitization Subsidiary shall be Guaranteed Indebtedness or is recourse to the Company or any Restricted Subsidiary (other than to such Securitization Subsidiary and other than recourse for customary representations, warranties, covenants and indemnities) and (v) neither the Company nor any Subsidiary (other than the Securitization Subsidiary) has any obligation to maintain or preserve the Securitization Subsidiary's financial condition.

"PILGRIM FAMILY" means Lonnie A. "Bo" Pilgrim, his spouse, his issue, his estate and any trust, partnership or other entity primarily for the benefit of him, his spouse and/or issue.

"PREFERRED STOCK" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated, whether voting or non- voting) of such Person's preferred or preference stock, whether now outstanding or hereafter issued, including, without limitation, all series and classes of such preferred or preference stock.

"PUBLIC EQUITY OFFERING" means a public offering and sale of Capital Stock (other than Disqualified Stock) for cash made on a primary basis by the Company after the date of the Indenture.

"REPRESENTATIVE" means the trustee, agent or representative expressly authorized to act in such capacity, if any, for an issue of Senior Indebtedness.

"RESTRICTED INVESTMENT" means an Investment other than a Permitted Investment.

"RESTRICTED SUBSIDIARY" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary.

"S&P" means Standard & Poor's Ratings Group, a division of McGraw Hill, or any successor to the rating agency business thereof.

"SECURITIZATION SUBSIDIARY" means a Restricted Subsidiary or an Unrestricted Subsidiary of the Company which is established for the limited purpose of acquiring and financing or selling (including, without limitation, interests therein) accounts receivable or inventory and engaging in activities ancillary thereto.

"SENIOR INDEBTEDNESS" of the Company means all of its Obligations with respect to Indebtedness, whether outstanding on the date the Notes are first issued or thereafter incurred, and shall include (i) all obligations for interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to the Company whether or not such post-filing interest is allowed in such proceeding, (ii) all fees, expenses and indemnities and all other amounts payable with respect to Indebtedness and (iii) all Obligations in respect of the Existing Credit Facilities; provided, however, that Senior Indebtedness shall not include: (i) any obligation of the Company to any Subsidiary of the Company; (ii) any obligation in respect of the Notes or other Indebtedness of the Company that is by its terms is expressly subordinate, junior subordinate or pari passu in right of payment to the Notes; or (iii) any obligations with respect to any Capital Stock. To the extent that any payment of Senior Indebtedness (whether by or on behalf of the Company as proceeds of security or enforcement or any right of setoff or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under any Bankruptcy Law, then if such payment is recovered by, or paid over to, such trustee, receiver or other similar party, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred. "Senior Indebtedness" of any Guarantor has a correlative meaning and shall not include any obligation of such Guarantor to the Company or any other Subsidiary of the Company.

"SENIOR GUARANTEE" means a Guarantor's guarantee of the Senior Notes.

"SENIOR NOTES" means the Initial Senior Notes and any Additional Senior Notes.

"SENIOR NOTES INDENTURE" means the Indenture, dated as of the date August 9, 2001, by and between the Company and The Chase Manhattan Bank, as trustee, governing the Senior Notes.

"SENIOR SUBORDINATED INDEBTEDNESS" of the Company means the Notes and any other subordinated Indebtedness of the Company that specifically provides that such Indebtedness is to rank pari passu with the Notes and is not subordinated by its terms to any other subordinated Indebtedness or other obligation of the Company which is not Senior Indebtedness. "Senior Subordinated Indebtedness" of any Guarantor has a correlative meaning.

"SIGNIFICANT SUBSIDIARY" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such regulation is in effect on the date hereof.

"SPECIAL INTEREST" means the additional interest, if any, to be paid on the Notes pursuant to the 10.50% Senior Subordinated Notes due March 4, 2011 Registration Rights Agreement dated _____, 2003, at a rate from 0.25% per annum up to a maximum of 1.00% per annum on the principal amount of the Notes in the event of a registration default under such agreement until such registration default has been cured.

"STATED MATURITY" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"SUBORDINATED INDEBTEDNESS" means any Indebtedness of the Company or a Guarantor if the instrument creating or evidencing such Indebtedness or pursuant to which such Indebtedness is outstanding expressly provides that such Indebtedness is subordinated in right of payment to the Notes or the Guarantee of such Guarantor, as the case may be.

"SUBSIDIARY" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or one or more Subsidiaries of such Person (or any combination thereof).

"TURKEY OPERATIONS" means the Company's and/or its Restricted Subsidiaries' turkey operations as substantially constituted on the date of the Indenture.

"UNRESTRICTED SUBSIDIARY" means any Subsidiary of the Company that is designated by the Board of Directors as an Unrestricted Subsidiary pursuant to a Board Resolution, but only to the extent that such Subsidiary:

(1) has no Indebtedness other than Non-Recourse Debt;

(2) is not party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary of the Company unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Company or such Restricted

Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Company;

(3) is a Person with respect to which neither the Company nor any of its Restricted Subsidiaries has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and

(4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Company or any of its Restricted Subsidiaries.

Any designation of a Subsidiary of the Company as an Unrestricted Subsidiary shall be evidenced to the Trustee by filing with the Trustee a certified copy of the Board Resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the preceding conditions and was permitted by the covenant described above under the caption "-- Certain Covenants -- Restricted Payments." If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of the Indenture and any Indebtedness of such Subsidiary shall be deemed to be incurred by a Restricted Subsidiary of the Company as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "Incurrence of Indebtedness and Issuance of Preferred Stock," the Company shall be in default of such covenant. The Board of Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided, that such designation shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Company of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation shall only be permitted if (1) such Indebtedness is permitted under the covenant described under the caption "--Certain Covenants -- Incurrence of Indebtedness and Issuance of Preferred Stock," calculated on a pro forma basis as if such designation had occurred at the beginning of the eight-quarter reference period, and (2) no Default or Event of Default would be in existence following such designation.

"U.S. GOVERNMENT OBLIGATIONS" means direct noncallable obligations of, or noncallable obligations the payment of principal of and interest on which is guaranteed by, the United States of America, or to the payment of which obligations or guarantees the full faith and credit of the United States of America is pledged, or beneficial interests in a trust the corpus of which consists exclusively of money or such obligations or a combination thereof.

"VOTING STOCK" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"WEIGHTED AVERAGE LIFE TO MATURITY" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal,

including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

"WHOLLY-OWNED RESTRICTED SUBSIDIARY" of any specified Person means a Restricted Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares and shares issued to other Persons to comply with local law that collectively do not constitute more than 5% of all of the Capital Stock ordinarily having the power to vote for the election of directors of such Restricted Subsidiary) shall at the time be owned by such Person or by one or more Wholly Owned Restricted Subsidiaries of such Person and one or more Wholly Owned Restricted Subsidiaries of such Person.

(Face of Note)

10.50% SENIOR SUBORDINATED NOTES DUE MARCH 4, 2011

CUSIP NO._____
_____ $ _____

PILGRIM'S PRIDE CORPORATION

promises to pay to [ ](1) or registered assigns, the principal sum of _____ Dollars ($_____) on March 4, 2011.

Interest Payment Dates: December 15 and June 15, commencing [ ], 20[ ].

Record Dates: December 1 and June 1.

Dated: _____, 2003.

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(1) Insert [CEDE & CO., INC.] if the Note is to be issued in Global Form

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed manually or by facsimile by its duly authorized officer.

PILGRIM'S PRIDE CORPORATION

By: _____
Name: Richard A. Cogdill
Title: Executive Vice President,
Chief Financial Officer, Secretary and Treasurer

This is one of the [Global] Notes referred to in the within-mentioned Indenture:
_____,
as Trustee

By:
_____
Authorized Signatory

Dated _____,2003

(Back of Note)

10.50% SENIOR SUBORDINATED NOTES DUE MARCH 4, 2011

[Insert the Global Note Legend, if applicable pursuant to the terms of the Indenture]

[Insert the Private Placement Legend, if applicable pursuant to the terms of the Indenture]

[Insert the Regulation S Temporary Global Note Placement Legend, if applicable pursuant to the terms of the Indenture]

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. INTEREST. Pilgrim's Pride Corporation, a Delaware corporation (the "Issuer"), promises to pay interest on the principal amount of this Note at 10.50% per annum from _____ until maturity and shall pay Special Interest, if any, as provided in Section 5 of the Registration Rights Agreement. The Issuer shall pay interest semi-annually on December 15 and June 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each an "Interest Payment Date"). Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; provided, however, that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; provided, further, that the first Interest Payment Date shall be the first of December 15 or June 15 to occur after the date of issuance, unless such December 15 or June 15 occurs within one calendar month of such date of issuance, in which case the first Interest Payment Date shall be the second of December 15 and June 15 to occur after the date of issuance. The Issuer shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time at a rate that is 1% per annum in excess of the interest rate then in effect under the Indenture and this Note; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest and Special Interest, if any (without regard to any applicable grace periods), from time to time at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

[Until this Regulation S Temporary Global Note is exchanged for one or more Regulation S Permanent Global Notes, the Holder hereof shall not be entitled to receive payments of interest hereon; until so exchanged in full, this Regulation S Temporary Global Note shall in all other respects be entitled to the same benefits as other Notes under the Indenture.]2

2. METHOD OF PAYMENT. The Issuer shall pay interest on the Notes (except defaulted interest) to the Persons in whose name this Note (or one or more Predecessor Notes) is registered at the close of business on the December 1 or June 1 next preceding the Interest Payment Date, even if such Notes are cancelled after such record date and on or before such Interest Payment

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2 [To be used for Temporary Regulation S Global Note only.]

Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. The Notes shall be payable as to principal, premium, if any, and interest and Special Interest, if any, at the office or agency of the Issuer maintained for such purpose, or, at the option of the Issuer, payment of interest may be made by check mailed to the Holders at their addresses set forth in the Security Register; provided, however, that payment by wire transfer of immediately available funds shall be required with respect to principal of and interest and Special Interest, if any, and premium, if any, on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Issuer or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. PAYING AGENT AND REGISTRAR. Initially, _____, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Issuer may change any Paying Agent or Registrar without notice to any Holder. The Issuer or any of its Subsidiaries may act in any such capacity.

4. INDENTURE. The Issuer issued the Notes under an Indenture dated as of _____, 2003 ("Indenture") between the Issuer and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S. Code Sections 77aaa-77bbbb). The Notes are subject to all such terms, and Holders are referred to the Indenture and such Act for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Notes are obligations of the Issuer unlimited in aggregate principal amount.

5. OPTIONAL REDEMPTION.

(a) Except as set forth in subparagraphs (b) and (c) of this Paragraph 5, the Issuer shall not have the option to redeem the Notes prior to _____, 2007. On or after _____, 2007, the Issuer may redeem all or a part of the Notes upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest, if any, thereon to the applicable redemption date, if redeemed during the twelve-month period beginning on [SEPTEMBER 15] of the years indicated below:

Year	Percentage
2007	105.250%
2008	102.625%
2009 and thereafter	100.000%

(b) Notwithstanding the provisions of subparagraph (a) of this Paragraph 5, at any time prior to _____, 2007, the Issuer may on any one or more occasions redeem up to 35% of the aggregate principal amount of Notes issued under the Indenture (including, if issued,

any Additional Notes) at a redemption price of 110.5% of the principal amount thereof, plus accrued and unpaid interest, if any, to the redemption date, with the net cash proceeds of one or more Public Equity Offerings; provided, that:

(i) at least 65% of the aggregate principal amount of Notes issued under the Indenture (including, if issued, any Additional Notes) remains outstanding immediately after the occurrence of such redemption (excluding Notes held by the Company and its Subsidiaries); and

(ii) the redemption must occur within 45 days of the date of the closing of such Public Equity Offering.

(c) Subject to Section 3.07(c) of the Indenture, notwithstanding the provisions of subparagraphs (a) and (b) of this Paragraph 5, the Issuer may, at any time and from time to time, redeem all or part of the Notes from Initial Holder upon not less than 15 nor more than 60 days' notice, at a redemption price of 100% of the principal amount thereof, plus accrued and unpaid interest, if any.

6. MANDATORY REDEMPTION. Except as set forth in paragraph 7 below, the Issuer shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. REPURCHASE AT OPTION OF HOLDER.

(a) If a Change of Control occurs, the Issuer shall be required to make an offer (a "Change of Control Offer") to repurchase all or any part (equal to $1,000 or an integral multiple thereof) of each Holder's Notes at a purchase price equal to (a) in the case of an Initial Holder, 100% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest, if any, thereon to the date of purchase and (b) in the case of all other holders, 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, thereon to the date of purchase (the "Change of Control Payment"). Within ninety (90) days following any Change of Control, unless the Issuer has mailed a redemption notice with respect to all of the outstanding Notes in accordance with optional redemption provision of the Indenture, the Issuer shall mail a notice to each Holder setting forth the procedures governing the Change of Control Offer as required by the Indenture.

(b) If the Issuer or a Restricted Subsidiary consummates any Asset Sales, when the aggregate amount of Excess Proceeds exceeds $20.0 million, then within 45 Business Days after the later of the application of Net Proceeds and the date that is 270 days following the receipt of the Net Proceeds, to the extent of the balance of Net Proceeds after application in accordance with Section 4.12(b) of the Indenture, the Issuer shall commence an offer to all Holders of Notes (an "Asset Sale Offer") to purchase the maximum principal amount of Notes that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof plus accrued and unpaid interest, if any, thereon to the date of purchase, in accordance with the procedures set forth in the Indenture. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Issuer may use such Excess Proceeds for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount of Notes and such

other pari passu Indebtedness tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the Trustee shall select the Notes and such other pari passu Indebtedness to be purchased on a pro rata basis based on the principal amount of Notes and such other pari passu Indebtedness tendered. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero. Holders of Notes that are the subject of an offer to purchase will receive an Asset Sale Offer from the Issuer prior to any related purchase date and may elect to have such Notes purchased by completing the form entitled "Option of Holder to Elect Purchase" on the reverse of the Notes.

8. NOTICE OF REDEMPTION. Subject to paragraph 5(c) above, notice of redemption shall be mailed at least 30 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed at its registered address. Notes in denominations larger than $1,000 may be redeemed in part but only in whole multiples of $1,000, unless all of the Notes held by a Holder are to be redeemed. On and after the redemption date interest ceases to accrue on Notes or portions thereof called for redemption.

9. DENOMINATIONS, TRANSFER, EXCHANGE. The Notes are in registered form without coupons in denominations of $1,000 and integral multiples of $1,000. This Note shall represent the aggregate principal amount of outstanding Notes from time to time endorsed hereon and the aggregate principal amount of Notes represented hereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuer may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuer need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, the Issuer need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or during the period between a record date and the corresponding Interest Payment Date.

[This Regulation S Temporary Global Note is exchangeable in whole or in part for one or more Global Notes only (i) on or after the termination of the Distribution Compliance Period and (ii) upon presentation of certificates (accompanied by an Opinion of Counsel, if applicable) required by Article 2 of the Indenture. Upon exchange of this Regulation S Temporary Global Note for one or more Global Notes, the Trustee shall cancel this Regulation S Temporary Global Note.]3

10. PERSONS DEEMED OWNERS. The registered Holder of a Note may be treated as its owner for all purposes.

11. AMENDMENT, SUPPLEMENT AND WAIVER. Subject to certain exceptions set forth in the Indenture, the Indenture or the Notes may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the then outstanding Notes voting as a single class, and any existing default or compliance with any provision of the Indenture or the Notes may be waived with the consent of the Holders of a majority in aggregate principal

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3 [To be used for Temporary Regulation S Global Note only.]

amount of the then outstanding Notes voting as a single class. Without the consent of any Holder of a Note, the Indenture or the Notes may be amended or supplemented to cure any ambiguity, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, to provide for the assumption of the Issuer's obligations to Holders of the Notes in case of a merger or consolidation or sale of all or substantially all of the Issuer's assets, to make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights under the Indenture of any such Holder, to comply with the requirements of the Commission in order to effect or maintain the qualification of the Indenture under the TIA.

12. DEFAULTS AND REMEDIES. Events of Default include: (i) default for 30 days in the payment when due of interest on the Notes; (ii) default in payment when due of principal of, or premium, if any, on the Notes, (iii) failure by the Issuer or any of the Guarantors to comply (A) with the provisions of Sections 4.17 or 5.01 of the Indenture or (B) 30 days after notice to the Issuer by the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding voting as a single class, with the provisions of Sections 4.09, 4.11 or 4.12 of the Indenture; (iv) failure by the Issuer for 60 days after notice to the Issuer by the Trustee or the Holders of at least 25% in principal amount of the Notes then outstanding voting as a single class to comply with any other agreements in the Indenture or the Notes; (v) default under certain other agreements relating to Indebtedness of the Issuer which default results in the acceleration of such Indebtedness prior to its express maturity; (vi) certain final judgments for the payment of money that remain undischarged for a period of 60 days, (vii) certain circumstances when a Subsidiary Guarantee is held in any judicial proceeding to be unenforceable or invalid, ceases to exist or is disaffirmed by any Guarantor, and (viii) certain events of bankruptcy or insolvency with respect to the Issuer or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary. In the case of an Event of Default arising from certain events of bankruptcy or insolvency, with respect to the Issuer or any Restricted Subsidiary, all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately. Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest, if any) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest or premium, if any, on, or the principal of, the Notes. The Issuer is required to deliver to the Trustee annually a statement regarding compliance with the Indenture. Upon becoming aware of any Default or Event of Default, the Issuer is required to deliver to the Trustee a statement specifying such Default or Event of Default.

13. TRUSTEE DEALINGS WITH ISSUER. Subject to certain limitations, the Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise

deal with the Issuer or any Affiliate of the Issuer with the same rights it would have if it were not Trustee.

14. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, employee, incorporator or stockholder of the Issuer or of any Guarantor, as such, shall have any liability for any obligations of the Issuer or any Guarantor under the Indenture, the Notes, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability.

15. AUTHENTICATION. This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

16. ABBREVIATIONS. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

17. CUSIP OR ISIN NUMBERS. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP or ISIN numbers to be printed on the Notes and has directed the Trustee to use CUSIP or ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuer shall furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

Pilgrim's Pride Corporation
110 South Texas Street
Pittsburg, Texas 75686-0093
Attention: Corporate Secretary

18. GOVERNING LAW. The internal law of the State of New York shall govern and be used to construe this Note without giving effect to applicable principals of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuer pursuant to Section 4.12 or 4.17 of the Indenture, check the box below:

[ ] Section 4.12

[ ] Section 4.17

If you want to elect to have only part of the Note purchased by the Issuer pursuant to Section 4.12 or Section 4.17 of the Indenture, state the amount you elect to have purchased: $_____

Date:_____ Your Signature:_____

(Sign exactly as your name appears on the Note) Tax Identification No.:

SIGNATURE GUARANTEE:

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to

- ---

(Insert assignee's social security or other tax I.D. no.)

- ---

- ---

- ---

- ---

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____ as agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

- ---

Date:_____ Your Signature:_____

(Sign exactly as your name appears on the face of this Note)

Signature Guarantee: _____

SCHEDULE OF INCREASES OR DECREASES IN THE GLOBAL NOTE

The following increases or decreases in this Global Note have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease (or increase)	Signature of authorized signatory of Trustee or Note Custodian

EXHIBIT 1.1(m)

TRANSITION TRADEMARK LICENSE AGREEMENT

THIS TRANSITION TRADEMARK LICENSE AGREEMENT ("Agreement") is entered into on this ___ day of _____, 2003 (the "Effective Date") between CONAGRA FOODS, INC. and CONAGRA BRANDS, INC. (collectively, "Licensors") and PILGRIM'S PRIDE CORPORATION ("Licensee").

WITNESSETH

WHEREAS, Licensors are the owners of all right, title and interest, and all goodwill, in the respective trademarks identified on Exhibit A attached hereto ("Licensed Trademarks").

WHEREAS, Licensee has entered into a certain stock purchase agreement dated _____, 2003 (the "Stock Purchase Agreement") with ConAgra and/or one or more of its affiliates, pursuant to which Licensee has agreed to purchase certain assets relating to the Business (as the term "Business" is defined in the Stock Purchase Agreement).

WHEREAS, Licensee desires to obtain a license from Licensors to use the Licensed Trademarks in connection with the sale of such processed chicken products as were being sold by the Business under the Licensed Trademarks as of the Effective Date (the "Licensed Products"), and Licensors desire to grant Licensee such a license, pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter contained, it is agreed as follows:

1. GRANT OF LICENSE

(a) Licensors hereby grant to Licensee (including its Affiliates, as the term "Affiliates" is defined in the Stock Purchase Agreement), and Licensee hereby accepts from Licensors, a non-exclusive, royalty-free and limited license to use the Licensed Trademarks in connection with the sale, production, processing, marketing, advertising, and distribution of the Licensed Products and such related activities as were being conducted by the Business under the Licensed Trademarks as of the Effective Date, pursuant to the terms and conditions of this Agreement (the "License").

(b) Licensee agrees that the geographic scope of the License is expressly limited to the United States, including all of the states, districts, territories and possessions of the United States.

(c) The parties agree that the License includes, but is not limited to, the right to exhaust Licensee's inventory of all product packaging, promotional materials, letterhead, purchase orders, invoices and other printed materials ("Materials") bearing the BUTTERBALL and COUNTRY SKILLET trademarks, and the right to produce and use replacement Materials bearing such trademarks for the full term of this Agreement; provided, however, that Licensee may not make any material changes in any Materials bearing such trademarks, without the express written consent of ConAgra Brands, Inc. which consent may be withheld in the sole discretion of ConAgra Brands, Inc.

(d) The parties agree that the License includes the right to exhaust Licensee's inventory of all Materials bearing the ConAgra Derivative Trademarks (as defined in Exhibit A attached hereto). Licensee will use commercially reasonable efforts to phase out its use of the ConAgra Derivative Trademarks as inventories of Materials are exhausted; provided, however, that Licensee may produce and use replacement Materials bearing the ConAgra Derivative Trademarks, during the term of this Agreement, in circumstances where the removal of such trademarks would result in undue financial burden or production delays (taking into account circumstances such as the cost and time for creating and producing Materials bearing a different trademarks or phase-outs of specific Licensed Products) as determined in Licensee's sole discretion.

(e) Licensee agrees that the License expressly excludes the right to grant any third party any sublicense to use the Licensed Trademarks.

(f) Licensee agrees that it may not make any material alteration in the specifications or formulations for the Licensed Products without the express written consent of Licensors which consent may be withheld in the sole discretion of Licensors.

(g) Licensee agrees that all rights not expressly granted by Licensors to Licensee hereunder are expressly reserved by Licensors. Without limiting the generality of the foregoing, Licensee agrees that the foregoing License is granted to Licensee for the sole purposes set forth under this Agreement and Licensee may not use the Licensed Trademarks for any other purpose whatsoever.

2. OWNERSHIP AND PROTECTION OF LICENSED TRADEMARKS

(a) Licensee agrees that Licensors are the owners of all right, title and interest in the Licensed Trademarks, including all goodwill associated therewith, subject only to the specific rights granted to Licensee pursuant to this Agreement. All goodwill arising from Licensee's use of the Licensed Trademarks will inure solely to the benefit of Licensors.

(b) Licensee agrees that it shall only use the Licensed Trademarks as word marks, or as design marks in the logo style and trade dress used in connection with the Business as of the Effective Date. Licensee may not create any new type or design of any Materials bearing the Licensed Trademark without the express written consent of Licensors which may be withheld in the sole discretion of Licensors.

(c) Licensee shall promptly notify Licensors in writing of any known infringements, imitations, or unauthorized uses of the Licensed Trademarks by third parties. Licensors shall have the sole right and discretion to institute actions against third parties for infringement of the Licensed Trademarks. Licensors shall have the sole right to control any such action instituted by it, including employment of counsel selected by Licensors. Licensee shall cooperate with Licensors, at Licensors' expense, in connection with any such action instituted by Licensors.

3. INSPECTIONS

Licensee acknowledges and agrees that Licensors shall have reasonable access to all facilities, at its cost and during the facilities' normal business hours, in which any of the Licensed Products are produced, packaged, stored or otherwise handled, for the purpose of confirming Licensee's compliance with the terms and conditions of this Agreement without interfering with the business operations of the facilities. Unless Licensors demonstrate a reasonable basis for believing that Licensee has violated the terms and conditions of this Agreement, Licensors shall not seek access to such facilities more than once during the term of this Agreement.

4. INSURANCE

(a) Licensee agrees to maintain the following insurance during the term of this Agreement:

(i) Commercial general liability insurance, including products liability insurance, written on an occurrence form, including blanket contractual liability coverage against claims for bodily injury, affording minimum single limit protection of two million dollars ($2,000,000) per occurrence, and five million dollars ($5,000,000) in the aggregate, with respect to personal injury or death and property damage;

(ii) Automobile liability insurance against claims for bodily injury, death and property damage, affording minimum single limit protection of two million dollars ($2,000,000) with respect to personal injury or death and property damage occurring or resulting from one occurrence; and

(iii) Employer's liability insurance against claims for bodily injury and death, affording minimum single limit protection of two million dollars ($2,000,000) with respect to personal injury or death occurring or resulting from one occurrence and worker's compensation insurance in accordance with the statutory requirements of each state in which Licensee's employees may be found.

(b) All such insurance is to be purchased from an insurance company that carries an A.M. Best Rating of "A" or better. Licensee agrees to provide Licensors upon request with certificates of insurance properly executed by Licensee's insurance company evidencing such insurance, and to give Licensors thirty (30) days prior written notice of any cancellation or material alteration of such insurance coverage.

5. INDEMNIFICATION

(a) Licensee shall indemnify, defend and hold harmless Licensors and its Affiliates (as such term is defined in the Stock Purchase Agreement), officers, directors, employees and agents from and against all claims, damages, liabilities and expenses (including attorneys fees) arising out of or related to (i) any third party product liability claims arising out of or related to the sale of Licensed Products by Licensee, except to the extent that such claims arise out of or relate to processed chicken products acquired by Licensee under the Stock Purchase Agreement and Licensee could not have prevented the claim at issue by exercising commercially reasonable precautions, or (ii) the breach of any representation of covenant of Licensee set forth herein .

(b) Licensors, in joint and several liability, shall indemnify, defend and hold harmless Licensee and its Affiliates (as such term is defined in the Stock Purchase Agreement), officers, directors, employees and agents from and against all claims, liabilities and expenses (including attorneys fees) arising out of or related to (i) any infringement of a third party's trademark or other intellectual property as a result of the use of the Licensed Trademarks or Materials as set forth in this Agreement, or (ii) the breach of any representation or covenant of Licensors as set forth herein.

6. REPRESENTATIONS AND COVENANTS OF LICENSEE

Licensee warrants, represents and covenants to Licensors as follows:

(a) Licensee recognizes Licensors' exclusive right, title and interest in the Licensed Trademarks and agrees that it will not, at any time, do or cause to be done any act or thing that Licensee knows or should know impairs or tends to impair any part of Licensors' right, title and interest therein. Licensee agrees that it will not directly or indirectly, during the term of this Agreement or thereafter, attack or contest Licensors' exclusive right, title and interest in the Licensed Trademarks.

(b) Licensee will not seek to register the Licensed Trademarks or any other trademark, service mark, corporate name, trade name, domain name or other designation that incorporates the Licensed Trademarks, in any jurisdiction without the express written consent of Licensors which may be withheld in the sole discretion of Licensors.

(c) Licensee will take no action that Licensee knows or should know would damage the goodwill and reputation associated with the Licensed Trademarks.

(d) Licensee's use of the Licensed Trademarks and its sale of the Licensed Products will comply with all applicable laws and regulations, including but not limited to all

applicable laws and regulations relating to the sale, production, processing, marketing, advertising and/or distribution of adulterated or misbranded products.

7. REPRESENTATIONS AND COVENANTS OF LICENSORS

Each of the Licensors warrants, represents and covenants to Licensee as follows:

(a) Licensors' have the right and authority to enter into and fully and completely perform this Agreement and any obligations of Licensors hereunder, and know of no facts or circumstances reasonably indicating that any of the Licensors may not possess such right and authority.

(b) Licensors own all right, title and interest, and no third party has any ownership right, title or interest, in the Licensed Trademarks anywhere in the United States. The Licensed Trademarks are valid and in effect throughout the United States, and no ownership rights have been abandoned or lost at law or in equity anywhere in the United States. Licensors are not aware of any claims, allegations, actions or litigation brought as a result of a prior use of or sale of goods under the Licensed Trademarks that have diminished or may diminish the goodwill or reputation of the Licensed Trademarks.

(c) No third party has asserted, alleged, threatened or initiated any action, claim, opposition or right in connection with the Licensed Trademarks or their use that would conflict with Licensee's use of the Licensed Trademarks, the License granted under this Agreement or the performance of this Agreement.

8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

(a) EXCEPT AS EXPRESSLY SET FORTH IN THE STOCK PURCHASE AGREEMENT OR THIS AGREEMENT, THE LICENSE GRANT SET FORTH IN THIS AGREEMENT IS MADE ON AN AS IS BASIS WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSORS AND LICENSEE HEREBY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP OR NON-INFRINGEMENT.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THE STOCK PURCHASE AGREEMENT, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE

TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY ECONOMIC LOSS, PROPERTY DAMAGE, PHYSICAL INJURY, LOST PROFITS OR LOST SAVINGS ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR CLAIM, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

9. TERM AND TERMINATION

(a) This Agreement shall commence as of the Effective Date and shall terminate upon the expiration of one (1) calendar year from the Effective Date of this Agreement, unless earlier terminated as set forth herein.

(b) Either party may terminate this Agreement upon written notice to the other party in the event that the other party commits a material breach of this Agreement and such breaching party fails to cure such breach within thirty (30) days after receiving written notice of such breach.

(c) Licensors may terminate this Agreement upon written notice to Licensee in the event that (i) a petition in bankruptcy is filed by or against Licensee, (ii) Licensee is adjudicated a bankrupt or insolvent, (iii) Licensee makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, (iv) Licensee discontinues its business, or (v) a receiver is appointed for Licensee or Licensee's business and such receiver is not discharged within thirty (30) days.

(d) Upon the termination of this Agreement, all rights of Licensee to use the Licensed Trademarks shall automatically cease and Licensee shall immediately cease all use of the Licensed Trademarks.

(e) Notwithstanding anything to the contrary provided herein, the provisions of Sections 2(a), 5, 8, 9(d), 9(e), 14 and 15 shall survive the termination of this Agreement.

10. RELATIONSHIP BETWEEN PARTIES

Nothing contained in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties and neither party shall take any action nor incur any debts, obligations or liabilities in the name of the other.

11. ASSIGNMENT

(a) Licensee agrees that Licensors may freely assign its rights and obligations under this Agreement.

(b) Licensee agrees that the rights and obligations of Licensee under this Agreement are personal to Licensee, and this Agreement may not be assigned by Licensee, in

whole or in part, without the express written consent of Licensors which may be withheld in the reasonable discretion of Licensors, except that Licensee may assign this Agreement or any rights and obligations hereunder to any Affiliates without Licensors' consent. Any assignment in violation of this Agreement shall be void and a material breach of this Agreement.

12. AMENDMENTS

This Agreement may not be amended or modified except in a writing signed by the party against whom enforcement of such change is sought.

13. NOTICE

All notices required or permitted to be given by this Agreement shall be made in accordance with the terms and conditions of the Stock Purchase Agreement.

14. CHOICE OF LAW

This Agreement shall be deemed to have been made and shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the choice of law provisions set forth in the Stock Purchase Agreement.

15. CONFIDENTIALITY

(a) The term "Confidential Information" shall mean all information that is, directly or indirectly, disclosed by either party to the other party, that should reasonably be understood by the receiving party, due to legends or other markings, the circumstances of disclosure or the nature of the information itself, to be proprietary or confidential to the disclosing party, regardless of whether such information is disclosed in writing, verbally or by virtue of inspection or observation of any tangible or intangible objects, facilities, processes or information.

(b) The parties agree that all Confidential Information disclosed by either party to the other party shall be maintained in secrecy by the receiving party using the same safeguards as the receiving party uses to protect its own commercially confidential information of a similar character, but at least using reasonable care. The parties agree that neither party shall disclose any Confidential Information received from the other party to any third party and that both parties shall use Confidential Information received from the other party for the sole purpose of fulfilling its contractual obligations to the other party. The parties agree that they will each disclose Confidential Information received from the other party only to those employees who have a bona fide need to know such Confidential Information. The parties agree that they shall each be responsible for ensuring that their respective employees safeguard all Confidential Information in accordance with the terms and conditions of this Agreement.

(c) The parties agree that the term "Confidential Information" does not include any information that is: (i) already known to or otherwise in the possession of the receiving party at the time it is received from the disclosing party, (ii) publicly available or otherwise in the public domain, or (iii) rightfully obtained by the receiving party from any third party without restriction and without breach of this Agreement by the receiving party.

16. BINDING EFFECT

This Agreement shall inure to the benefit of and shall bind the respective parties, their permitted successors and assigns, and their respective affiliates.

17. SEVERABILITY

If any portion of this Agreement shall be held to be unenforceable or illegal, such portion of this Agreement shall be deemed cancelled, but such cancellation shall not affect any of the other terms, conditions or provisions of this Agreement.

18. NONWAIVER

The failure of either party to require the performance of any term of this Agreement or the waiver by either party of any breach under this Agreement shall not prevent subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.

19. HEADINGS

The section headings within this Agreement are for convenience only and shall not be deemed to affect in any way the language of the provision to which they refer.

20. LANGUAGE

The language in this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

21. ENTIRE AGREEMENT

This Agreement and the Stock Purchase Agreement constitutes the entire agreement and supersedes any and all other understandings and agreements between the parties with respect to the subject matter hereof and no representation, statement or promise not contained herein shall be binding on either party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CONAGRA FOODS, INC.	PILGRIM'S PRIDE CORPORATION
By: ----------	By: ----------
Name: ----------	Name: ----------
Title: ----------	Title: ----------

CONAGRA BRANDS, INC.

By: ----------------------------------

Name: --------------------------------

Title: -------------------------------

EXHIBIT A
Licensed Trademarks

Owned by ConAgra Brands, Inc.:

BUTTERBALL (including any logos, trade dress, trademarks and slogans associated therewith)

COUNTRY SKILLET (including any logos, trade dress, trademarks and slogans associated therewith)

Owned by ConAgra ("ConAgra Derivative Trademarks"):

ConAgra (including any logos and slogans associated therewith)

ConAgra FOODS (including any logos and slogans associated therewith)

ConAgra POULTRY COMPANY (including any logos and slogans associated therewith)

All other derivations of ConAgra (including any logos and slogans associated therewith)

EXHIBIT 1.1(n)

SHARE VOTING AGREEMENT

SHARE VOTING AGREEMENT (this "Agreement"), dated as of _____, 2003 by and between PILGRIM INTEREST, LTD., LONNIE A. PILGRIM, and LONNIE K. PILGRIM (collectively, the "Stockholders"), CONAGRA FOODS, INC., a Delaware corporation ("Seller"), and PILGRIM'S PRIDE CORPORATION, a Delaware corporation (the "Buyer").

WHEREAS, concurrently herewith, Seller and the Buyer are entering into a Stock Purchase Agreement of even date herewith (the "Purchase Agreement") pursuant to which Buyer will acquire a certain poultry business of Seller (each capitalized term used herein, and not otherwise defined herein, shall have the meaning set forth in the Purchase Agreement); and

WHEREAS, the Stockholders, in the aggregate, beneficially own or may vote (whether in the capacity as trustee or otherwise), as of the date hereof, 8,500,292 shares of Class A common stock and 16,965,888 shares of Class B common stock of the Buyer ("Buyer Common Stock") (such shares of Buyer Common Stock owned by the Stockholders or which the Stockholders may vote on the date hereof, together with any shares of Buyer Common Stock acquired by the Stockholders or for which the Stockholders may acquire the right to vote after the date hereof, hereinafter collectively referred to as the "Shares");

WHEREAS, the Board of Directors of the Buyer has approved this Agreement and the transactions contemplated by the Purchase Agreement in accordance with Section 203(a) of the Delaware General Corporation Law; and

WHEREAS, Seller is entering into the Purchase Agreement in reliance on and in consideration of the Stockholders' representations, warranties, covenants and agreements hereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, and intending to be legally bound hereby, it is agreed as follows:

1. VOTE.

(a) Agreement to Vote. Each of the Stockholders hereby revokes any and all previous proxies with respect to the Shares and irrevocably agrees to vote, or cause to be voted, and otherwise act (including pursuant to written consent) with respect to the Shares, (i) for the approval of the issuance of Class A Common Stock pursuant to the Purchase Agreement at any meeting or meetings of the stockholders of the Buyer, and at any adjournment, postponement or continuation thereof, called for that purpose; (ii) for any

other matters submitted to a vote of the stockholders of Buyer necessary to approve the transactions contemplated by the Purchase Agreement; (iii) against any action or agreement that is reasonably likely to result in a breach in any material respect of any covenant, representation or warranty or any other obligation of the Buyer under the Purchase Agreement; and (iv) against any action that is reasonably likely to materially impede, interfere with, delay, postpone or adversely affect in any material respect the transaction contemplated by the Purchase Agreement. The obligations of the Stockholders under this Section 1 shall remain in effect with respect to the Shares until, and shall terminate upon, the earlier to occur of the Effective Time or the termination of the Purchase Agreement in accordance with its terms. The Stockholders hereby agree to execute such additional documents as Seller may reasonably request to effectuate the foregoing.

(b) Irrevocable Proxy.

(i) The Stockholders hereby constitute and appoint Seller, with full power of substitution, their true and lawful proxy and attorney-in-fact to vote, at any meeting (and any adjournment or postponement thereof) of the Buyer's stockholders, the Shares in accordance with Section 1(a). Such proxy shall be limited strictly to the power to vote the Shares in the manner set forth in the preceding sentence and shall not extend to any other matters.

(ii) The proxy and power of attorney granted herein shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy and shall revoke all prior proxies granted by the Stockholders. The Stockholders agree not to grant any proxy to any person which conflicts with the proxy granted herein, and any attempt to do so shall be void. The power of attorney granted herein is a durable power of attorney and shall survive the death or incapacity of any of the Stockholders who are individuals.

(iii) If the Stockholders fail for any reason to vote the Shares in accordance with the requirements of Section 1(a) hereof, then the Seller shall have the right to vote the Shares at any meeting of the Buyer's stockholders in accordance with the provisions of this Section 1(b). The vote of Seller shall control in any such conflict between its vote of the Shares and a vote by any of the Stockholders of such Shares.

2. REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER. The Stockholders jointly and severally represent and warrant to Seller as follows:

2.1 OWNERSHIP / VOTE OF SHARES. On the date hereof, the Stockholders are the record owners of the Shares. The Shares are all of the Shares currently owned, or if not beneficially owned, that may be voted exclusively, by the

Stockholders, and constitute a majority of the outstanding shares of each class of Buyer Common Stock. The Stockholders currently have, and at Closing will have, good, valid and marketable title to the Shares, free and clear of all liens, encumbrances, and security interests (other than the encumbrances created by this Agreement and other than restrictions on transfer under applicable Federal and State securities laws), or have the exclusive right to direct the vote of the Shares in accordance with this Agreement and the Shares are free of other restrictions, options, rights to purchase or other claims that would adversely affect the ability of the Stockholders to perform their obligations hereunder or pursuant to which, the Stockholders could be required to sell, assign or otherwise transfer the Shares.

2.2 AUTHORITY; BINDING AGREEMENT. The Stockholders have the full legal right, power and authority to enter into and perform all of their obligations under this Agreement. This Agreement has been duly executed and delivered by the Stockholders and constitutes a legal, valid and binding agreement of the Stockholders, enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws, now or hereafter in effect affecting creditors rights and remedies generally or general principles of equity. Neither the execution and delivery of this Agreement nor the consummation by the Stockholders of the transactions contemplated hereby will (i) violate, or require any consent, approval or notice under, any provision of any judgment, order, decree, statute, law, rule or regulation applicable to the Stockholders or the Shares or (ii) constitute a violation of, conflict with or constitute a default under, any contract, commitment, agreement, understanding, arrangement or other restriction of any kind to which any of the Stockholders are a party or by which any of the Stockholders are bound, in each case the effect of which would adversely affect the ability of any of the Stockholders to perform their obligations hereunder.

2.3 RELIANCE ON AGREEMENT. The Stockholders and Buyer understand and acknowledge that the Seller is entering into the Purchase Agreement in reliance upon the Stockholders' execution and delivery of this Agreement. The Stockholders acknowledge that the agreement set forth in Section 1 is granted in consideration for the execution and delivery of the Purchase Agreement by the Seller.

3. CERTAIN COVENANTS OF THE STOCKHOLDER. Except in accordance with the provisions of this Agreement, the Stockholders agree with, and covenant to, Seller as follows:

3.1 TRANSFER. The Stockholders shall not, other than, in the case of a Stockholder who is an individual, as a result of the death of the Stockholder,

(i) transfer (which term shall include, without limitation, for the purposes of this Agreement, any sale, gift, pledge, assignment, encumbrance or other disposition), whether directly or indirectly (including by operation of law), or consent to any transfer of, any or all of the Shares or any interest therein, (ii) grant any proxies with respect to the Shares, deposit the Shares into a voting trust or enter into a voting agreement or similar arrangement with respect to the Shares, or (iii) enter into any contract, option or other agreement or understanding with respect to any transfer of any or all such Shares or any interest therein or take any other action with respect thereto, in either case, in a manner that would prevent the Stockholders from performing their obligations under this Agreement.

3.2 STOP TRANSFER. Each of the Stockholders hereby agrees with, and covenants to, each other party hereto, that such Stockholder shall not request that the Buyer register the transfer (book entry or otherwise) of any certificate or uncertified interest representing any of its Shares, unless such transfer is made in compliance with this Agreement. The Buyer agrees with, and covenants to, each other party hereto that the Buyer shall not register the transfer (book entry or otherwise) of any certificate or uncertified interest representing any of the Shares, unless such transfer is made in compliance with this Agreement.

3.3 NOTIFICATIONS. The Stockholder shall, while this Agreement is in effect, notify Seller promptly, but in no event later than two business days, of the number of any shares of Buyer Common Stock acquired by the Stockholder after the date hereof.

3.4 STANDSTILL. The Stockholders shall not directly or indirectly, offer, sell, or otherwise transfer, acquire, offer to buy, or otherwise trade in, or induce others to offer, sell, or otherwise transfer, acquire or offer to buy or otherwise trade in, shares of Class A common stock or Class B common stock of the Buyer, from the date hereof until the Closing.

4. EFFECT OF PURPORTED TRANSFER. The parties hereto agree that any transfer of the Shares made other than in compliance with this Agreement shall be null and void. Any such transfer shall convey no interest in any of the Shares purported to be transferred, and the transferee shall not be deemed to be a stockholder of the Buyer nor entitled to receive a new share certificate or any rights, dividends or other distributions on or with respect to such Shares.

5. TERMINATION. This Agreement shall terminate on the earlier of (i) the Effective Time (as defined in the Purchase Agreement) or (ii) upon the termination of the Purchase Agreement in accordance with its terms.

6. MEETING. The Stockholders shall cause the appropriate officers and directors of Buyer to call a special or annual meeting of stockholders of Buyer to approve the

issuance of Class A Common Stock pursuant to the Purchase Agreement (and such other actions as may be submitted for consideration and vote of the stockholders pursuant to the Purchase Agreement).

7. MISCELLANEOUS.

7.1 NOTICES. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be delivered personally or by next-day courier or telecopied with confirmation of receipt, to the parties at the addresses specified below (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof). Any such notice shall be effective upon receipt, if personally delivered or telecopied or one day after delivery to a courier for next-day delivery.

If to Seller:
ConAgra Foods, Inc.
One ConAgra Drive
Omaha, NE 68102-5001
Fax: (402) 595-4611
Attn: Chief Financial Officer

If to Stockholders or to Buyer:
Pilgrim's Pride Corporation
110 South Texas Street
Pittsburg, Texas 75686
Fax: (903) 856-7505
Attention: Chief Financial Officer

7.2 ENTIRE AGREEMENT. This Agreement, together with the documents expressly referred to herein, constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, among the parties or any of them, with respect to the subject matter contained herein.

7.3 AMENDMENTS. This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by the parties hereto.

7.4 ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and personal representatives, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties without the prior written consent of the other parties.

7.5 GOVERNING LAW. This Agreement, and all matters relating hereto, shall be governed by, and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

7.6 INJUNCTIVE RELIEF; JURISDICTION. The Stockholders and the Buyer agree that irreparable damage would occur and that Seller would not have any adequate remedy at law 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 Seller shall be entitled to an injunction or injunctions to prevent breaches by the Stockholders or the Buyer of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of the United States located in the State of Delaware or in any Delaware state court (collectively, the "Courts"), this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (i) irrevocably consents to the submission of such party to the personal jurisdiction of the Courts in the event that any dispute arises out of this Agreement or any of the transactions contemplated hereby, (ii) agrees that such party will not attempt to deny or defeat such party to the personal jurisdiction by motion or other request for leave from any of the Courts and (iii) agrees that such party will not bring any action relating to this Agreement or any of the transactions contemplated hereby in any court other the Courts. The Stockholders and Buyer hereby appoint, and shall give prompt notice of such appointment to, Lonnie A. Pilgrim, as its authorized agent (the "Authorized Agent") upon which process may be served in any action based on this Agreement which may be instituted in the Courts by Seller, and the Stockholders and the Buyer expressly accept the jurisdiction of any such Court in respect to such action. Such appointment shall be irrevocable. The Stockholders, severally and jointly, represent and warrant that the Authorized Agent has agreed to act as said agent for service of process, and the Stockholders agree, severally and jointly, to take any and all action, including, without limitation, the filing of any and all documents and instruments, which may be necessary to continue such appointment in full force and effect. Service of process upon the Authorized Agent and written notice of such service to the Stockholders shall be deemed, in every respect, effective service of process upon the Stockholders.

7.7 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document.

7.8 SEVERABILITY. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of

this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, as of the date and year first above written.

CONAGRA FOODS, INC.

By: ----------

Its: ----------

PILGRIM'S PRIDE CORPORATION

By: ----------

Name: ----------

Title: ----------

LONNIE A. PILGRIM

LONNIE K. PILGRIM

PILGRIM INTEREST LTD.

By:

Lonnie A. Pilgrim, a managing partner

By:

Lonnie K. Pilgrim, a managing partner

EXHIBIT 9.2.1

AMENDMENT TO BUYER'S CERTIFICATE OF INCORPORATION

Pilgrim's Pride Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify that:

1. The amendment to the Corporation's Certificate of Incorporation set forth below was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

2. Article Fourth of the Corporation's Certificate of Incorporation is amended to read in its entirety as follows:

"FOURTH:

Authorized Shares

The total number of shares of stock which the Corporation shall have authority to issue is 165,000,000 shares, consisting of the following:

(1) 100,000,000 shares of Class A common stock, par value $.01 per share (the "Class A Common Stock");

(2) 60,000,000 shares of Class B common stock, par value $.01 per share (the "Class B Common Stock" and, together with the Class A Common Stock, the "Common Stock"); and

(3) 5,000,000 shares of preferred stock, par value $.01 per share (the "Preferred Stock").

Designations, Preferences, etc. of the Capital Stock

The designations, preferences, powers, qualifications, and special or relative rights or privileges of the capital stock of the Corporation shall be as set forth below.

Common Stock

(1) Identical Rights. Except as herein otherwise expressly provided, all shares of Common Stock shall be identical and shall entitle the holders thereof to the same rights and privileges.

(2) Dividends on the Common Stock.

(a) Subject to the prior rights and preferences, if any, applicable to shares of the Preferred Stock or any series thereof, the holders of shares of Common Stock shall be entitled to receive such dividends (payable in cash, stock, or otherwise) as may be declared thereon by the Corporation's board of directors (the "Board of Directors") at any time and from time to time out of any funds of the Corporation legally available therefor, except that (1) if dividends are declared that are payable in shares of Common Stock, then such stock dividends shall be payable at the same rate on each class of Common Stock and shall be payable only in shares of Class A Common Stock to holders of Class A Common Stock and in shares of either Class A Common Stock or Class B Common Stock, as may be specified by the Board of Directors in a resolution authorizing such stock dividend, to holders of Class B Common Stock and (ii) if dividends are declared that are payable in shares of common stock of another corporation, then such shares may differ as to voting rights to the extent that voting rights now differ among the Class A Common Stock and the Class B Common Stock.

(b) Dividends payable under this subparagraph (2) shall be paid to the holders of record of the outstanding shares of Common Stock as their names shall appear on the stock register of the Corporation on the record date fixed by the Board of Directors in advance of declaration and payment of each dividend. Any shares of Common Stock issued as a dividend pursuant to this

subparagraph (2) shall, when so issued, be duly authorized, validly issued, fully paid and non-assessable, and free of all liens and charges.

(c) Notwithstanding anything contained herein to the contrary, no dividends on shares of Common Stock shall be declared by the Board of Directors or paid or set apart for payment by the Corporation at any time that such declaration, payment or setting apart is prohibited by applicable law.

(3) Stock Splits Relating to the Common Stock. Except as expressly provided in subparagraph (2) above, the Corporation shall not in any manner subdivide (by any stock split, reclassification, stock dividend, recapitalization or otherwise) or combine the outstanding shares of one class of Common Stock unless the outstanding shares of both classes of Common Stock shall be proportionately subdivided or combined.

(4) Liquidation Rights of the Common Stock. In the event of any voluntary or involuntary liquidation, dissolution, or winding-up of the Corporation, after distribution in full of the preferential amounts, if any, to be distributed to the holders of shares of the Preferred Stock or any series thereof, the holders of shares of Common Stock shall be entitled to receive all of the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Common Stock held by them. A liquidation, dissolution, or winding-up of the Corporation, as such terms are used in this subparagraph (4), shall not be deemed to be occasioned by or to include any consolidation or merger of the Corporation with or into any other corporation or corporations or other entity or a sale, lease, exchange, or conveyance of all or a part of the assets of the Corporation.

(5) Voting Rights of the Common Stock.

(a) The holders of the Class A Common Stock and the Class B Common Stock shall vote as a single class on all matters submitted to a vote of the stockholders, with each share of Class A Common Stock being entitled to one (1) vote and each

share of Class B Common Stock being entitled to twenty (20) votes, except as otherwise provided by law. The number of authorized shares of Class A Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the combined voting power of the Class A Common Stock and the Class B Common Stock, voting together as a single class and without separate class votes.

(B) No holder of Common Stock shall be entitled to preemptive or subscription rights.

(6) Consideration on Merger, Consolidation, etc. In any merger, consolidation, or business combination, the consideration to be received per share by the holders of Class A Common Stock and Class B Common Stock must be identical for each class of stock, except that in any such transaction in which shares of common stock are to be distributed, such shares may differ as to voting rights to the extent that voting rights now differ among the Class A Common Stock and the Class B Common Stock.

Preferred Stock

Shares of the Preferred Stock may be issued from time to time in one or more series, the shares of each series to have such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, as shall be stated and expressed in a resolution or resolutions providing for the issue of such series adopted by the Board of Directors of the Corporation. The Board of Directors of the Corporation is hereby expressly authorized, subject to the limitations provided by law, to establish and designate series of the Preferred Stock, to fix the number of shares constituting each series, and to fix the designations and the relative powers, rights, preferences and limitations of the shares of each series and the variations in the relative powers, rights, preferences and limitations as between series, and to increase and to decrease the number of shares constituting each series."

IN WITNESS WHEREOF, Pilgrim's Pride Corporation has caused this Certificate to be executed by _____, its authorized officer, on this _____ day of _____, 2003.

PILGRIM'S PRIDE CORPORATION

Name:
Title:

EXHIBIT 9.4.3

RETAINED ASSETS

(a) The names "ConAgra," "Butterball," "Banquet," "Country Skillet", "Fresh Trace", "Oven Bake" and "Game Time" and any logos, trademarks, service marks, trade names, domain names, copyrights and trade dress related thereto.

(b) All assets and rights primarily relating to or arising from the conduct of the Retained Businesses or otherwise not utilized in connection with the Business;

(c) All cash, bank accounts, cash equivalents and other similar types of investments, certificates of deposit, U.S. Treasury bills and other marketable securities;

(d) All claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind against any Person arising out of or primarily relating to the Retained Assets, or Retained Businesses whether now existing or hereafter arising;

(e) Any amounts receivable from Seller or any of Seller's Affiliates;

(f) All Tax refunds, including any interest in respect thereof, and Tax credits attributable to periods prior to the Closing, to the extent not included on the Final Closing Balance Sheet;

(g) All claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind against any Person arising out of or primarily relating to the Retained Litigation;

(h) The Equity Securities of CP Nebraska, Inc., ConAgra Capital, L.C. and Longmont Transportation Company, Inc.;

(i) Membership interest in Renewable Environmental Solutions, LLC;

(j) All claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind, against any Person, including without limitation any liens, security interests, pledges or other rights to payment or to enforce payment not related to the Business or products delivered by Seller or Seller's Affiliates on or prior to the Closing Date;

(k) Parcel X as identified on Exhibit 9.11; and

(l) Lear 35 aircraft.