

# PILGRIMS PRIDE CORP

## FORM 10-Q (Quarterly Report)

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Address	1770 PROMONTORY CIRCLE GREELEY, CO 80634
Telephone	9705068000
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Symbol	PPC
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Industry	Food Processing
Sector	Consumer/Non-Cyclical
Fiscal Year	12/26

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

FORM 10-Q

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the quarterly period ended **June 26, 2016**  
OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File number 1-9273



**PILGRIM'S PRIDE CORPORATION**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**75-1285071**

(I.R.S. Employer  
Identification No.)

**1770 Promontory Circle,  
Greeley, CO**

(Address of principal executive offices)

**80634-9038**

(Zip code)

**Registrant's telephone number, including area code: (970) 506-8000**

**(Former name, former address and former fiscal year, if changed since last report.)**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer

Accelerated Filer

Non-accelerated Filer  (Do not check if a smaller reporting  
company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

Number of shares outstanding of the issuer's common stock, \$0.01 par value per share, as of July 27, 2016, was 254,514,687.

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**PART I. FINANCIAL INFORMATION**  
**ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

**PILGRIM'S PRIDE CORPORATION**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**

	<u>June 26, 2016</u>	<u>December 27, 2015</u>
	(Unaudited)	
	(In thousands)	
Cash and cash equivalents	\$ 41,047	\$ 439,638
Trade accounts and other receivables, less allowance for doubtful accounts	343,255	348,994
Account receivable from related parties	1,797	2,668
Inventories	832,565	801,357
Income taxes receivable	88,358	71,410
Prepaid expenses and other current assets	95,420	75,602
Assets held for sale	6,549	6,555
Total current assets	<u>1,408,991</u>	<u>1,746,224</u>
Other long-lived assets	15,954	15,672
Identified intangible assets, net	42,503	47,453
Goodwill	125,607	156,565
Property, plant and equipment, net	1,414,895	1,352,529
Total assets	<u>\$ 3,007,950</u>	<u>\$ 3,318,443</u>
Notes payable to banks	\$ —	\$ 28,726
Accounts payable	466,783	482,954
Account payable to related parties	4,053	7,000
Accrued expenses and other current liabilities	314,925	314,966
Income taxes payable	38,771	13,228
Current maturities of long-term debt	90	86
Total current liabilities	<u>824,622</u>	<u>846,960</u>
Long-term debt, less current maturities	1,117,979	985,509
Deferred tax liabilities	144,876	131,882
Other long-term liabilities	101,780	92,282
Total liabilities	<u>2,189,257</u>	<u>2,056,633</u>
Common stock	2,597	2,597
Treasury stock	(106,561)	(99,233)
Additional paid-in capital	1,677,543	1,675,674
Accumulated deficit	(689,910)	(261,252)
Accumulated other comprehensive loss	(67,726)	(58,930)
Total Pilgrim's Pride Corporation stockholders' equity	<u>815,943</u>	<u>1,258,856</u>
Noncontrolling interest	2,750	2,954
Total stockholders' equity	<u>818,693</u>	<u>1,261,810</u>
Total liabilities and stockholders' equity	<u>\$ 3,007,950</u>	<u>\$ 3,318,443</u>

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

**PILGRIM'S PRIDE CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF INCOME**  
(Unaudited)

	Thirteen Weeks Ended		Twenty-Six Weeks Ended	
	June 26, 2016	June 28, 2015	June 26, 2016	June 28, 2015
(In thousands, except per share data)				
Net sales	\$ 2,028,315	\$ 2,053,876	\$ 3,991,252	\$ 4,106,795
Cost of sales	1,742,184	1,621,856	3,467,559	3,297,655
Gross profit	286,131	432,020	523,693	809,140
Selling, general and administrative expense	49,520	48,834	98,308	98,341
Administrative restructuring charges	—	4,813	—	4,813
Operating income	236,611	378,373	425,385	705,986
Interest expense, net of capitalized interest	11,548	11,514	23,581	16,369
Interest income	(683)	(1,277)	(1,376)	(2,767)
Foreign currency transaction loss (gain)	(4,744)	2,059	(4,979)	11,033
Miscellaneous, net	(950)	(4,651)	(3,896)	(5,064)
Income before income taxes	231,440	370,728	412,055	686,415
Income tax expense	78,398	129,104	141,002	240,598
Net income	153,042	241,624	271,053	445,817
Less: Net income (loss) attributable to noncontrolling interests	156	135	(204)	113
Net income attributable to Pilgrim's Pride Corporation	\$ 152,886	\$ 241,489	\$ 271,257	\$ 445,704
<b>Weighted average shares of common stock outstanding:</b>				
Basic	254,554	259,685	254,681	259,669
Effect of dilutive common stock equivalents	390	212	364	226
Diluted	254,944	259,897	255,045	259,895
<b>Net income attributable to Pilgrim's Pride Corporation per share of common stock outstanding:</b>				
Basic	\$ 0.60	\$ 0.93	\$ 1.07	\$ 1.72
Diluted	\$ 0.60	\$ 0.93	\$ 1.06	\$ 1.71

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

**PILGRIM'S PRIDE CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
(Unaudited)

	Thirteen Weeks Ended		Twenty-Six Weeks Ended	
	June 26, 2016	June 28, 2015	June 26, 2016	June 28, 2015
	(In thousands)			
Net income	\$ 153,042	\$ 241,624	\$ 271,053	\$ 445,817
Other comprehensive income (loss):				
Loss associated with available-for-sale securities, net of tax benefit of \$59, \$1, \$41 and \$13, respectively	(97)	(1)	(67)	(20)
Gain (loss) associated with pension and other postretirement benefits, net of tax benefit (expense) of \$1,118, \$(5,331), \$5,294 and \$(4,077), respectively	(1,844)	8,792	(8,729)	6,723
Total other comprehensive income (loss), net of tax	(1,941)	8,791	(8,796)	6,703
Comprehensive income	151,101	250,415	262,257	452,520
Less: Comprehensive income (loss) attributable to noncontrolling interests	156	135	(204)	113
Comprehensive income attributable to Pilgrim's Pride Corporation	<u>\$ 150,945</u>	<u>\$ 250,280</u>	<u>\$ 262,461</u>	<u>\$ 452,407</u>

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

**PILGRIM'S PRIDE CORPORATION AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
**(Unaudited)**

	Pilgrim's Pride Corporation Stockholders								
	Common Stock		Treasury Stock		Additional Paid-in Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Loss	Noncontrolling Interest	Total
	Shares	Amount	Shares	Amount					
	(In thousands)								
Balance at December 27, 2015	259,685	\$ 2,597	(4,862)	\$ (99,233)	\$1,675,674	\$ (261,252)	\$ (58,930)	\$ 2,954	\$1,261,810
Net income (loss)	—	—	—	—	—	271,257	—	(204)	271,053
Other comprehensive loss, net of tax	—	—	—	—	—	—	(8,796)	—	(8,796)
Share-based compensation plans:									
Requisite service period recognition	—	—	—	—	1,869	—	—	—	1,869
Common stock purchased under share repurchase program	—	—	(309)	(7,328)	—	—	—	—	(7,328)
Special cash dividend	—	—	—	—	—	(699,915)	—	—	(699,915)
Balance at June 26, 2016	<u>259,685</u>	<u>\$ 2,597</u>	<u>(5,171)</u>	<u>\$(106,561)</u>	<u>\$1,677,543</u>	<u>\$ (689,910)</u>	<u>\$ (67,726)</u>	<u>\$ 2,750</u>	<u>\$ 818,693</u>
Balance at December 28, 2014	259,029	\$ 2,590	—	\$ —	\$1,662,354	\$ 591,492	\$ (62,541)	\$ 2,906	\$2,196,801
Net income (loss)	—	—	—	—	—	445,704	—	113	445,817
Other comprehensive income, net of tax	—	—	—	—	—	—	6,703	—	6,703
Share-based compensation plans:									
Common stock issued under compensation plans	671	7	—	—	(7)	—	—	—	—
Common stock forfeited under compensation plans	(15)	—	—	—	(85)	—	—	—	(85)
Requisite service period recognition	—	—	—	—	1,353	—	—	—	1,353
Tax benefit related to share-based compensation	—	—	—	—	7,834	—	—	—	7,834
Special cash dividend	—	—	—	—	—	(1,498,470)	—	—	(1,498,470)
Balance at June 28, 2015	<u>259,685</u>	<u>\$ 2,597</u>	<u>—</u>	<u>\$ —</u>	<u>\$1,671,449</u>	<u>\$ (461,274)</u>	<u>\$ (55,838)</u>	<u>\$ 3,019</u>	<u>\$1,159,953</u>

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

**PILGRIM'S PRIDE CORPORATION AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Unaudited)

	Twenty-Six Weeks Ended	
	June 26, 2016	June 28, 2015
(In thousands)		
Cash flows from operating activities:		
Net income	\$ 271,053	\$ 445,817
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization	88,683	75,070
Asset impairment	—	4,813
Gain on property disposals	(6,755)	(1,331)
Share-based compensation	1,869	1,268
Deferred income tax benefit	(700)	(4,781)
Changes in operating assets and liabilities:		
Trade accounts and other receivables	6,610	35,014
Inventories	(31,208)	3,192
Prepaid expenses and other current assets	(19,817)	7,236
Accounts payable, accrued expenses and other current liabilities	(23,028)	53,960
Income taxes	6,967	(35,554)
Long-term pension and other postretirement obligations	(3,952)	966
Other operating assets and liabilities	(738)	2,433
Cash provided by operating activities	288,984	588,103
Cash flows from investing activities:		
Acquisitions of property, plant and equipment	(93,978)	(87,694)
Proceeds from property disposals	8,097	2,115
Cash used in investing activities	(85,881)	(85,579)
Cash flows from financing activities:		
Proceeds from note payable to bank	36,838	—
Payments on note payable to bank	(65,564)	—
Proceeds from revolving line of credit and long-term borrowings	351,089	1,680,000
Payments on revolving line of credit, long-term borrowings and capital lease obligations	(219,812)	(683,705)
Proceeds from equity contribution under Tax Sharing Agreement between JBS USA Food Company Holdings and Pilgrim's Pride Corporation	3,691	—
Tax benefit related to share-based compensation	—	7,834
Payment of capitalized loan costs	(693)	(10,132)
Purchase of common stock under share repurchase program	(7,328)	—
Payment of special cash dividends	(699,915)	(1,498,470)
Cash used in financing activities	(601,694)	(504,473)
Decrease in cash and cash equivalents	(398,591)	(1,949)
Cash and cash equivalents, beginning of period	439,638	576,143
Cash and cash equivalents, end of period	\$ 41,047	\$ 574,194

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.



**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(Unaudited)**

**1. DESCRIPTION OF BUSINESS AND BASIS OF PRESENTATION**

**Business**

Pilgrim's Pride Corporation (referred to herein as "Pilgrim's," "PPC," "the Company," "we," "us," "our," or similar terms) is one of the largest chicken producers in the world, with operations in the United States ("U.S."), Mexico and Puerto Rico. Pilgrim's products are sold to foodservice, retail and frozen entrée customers. The Company's primary distribution is through retailers, foodservice distributors and restaurants throughout the United States and Puerto Rico and in the northern and central regions of Mexico. Additionally, the Company exports chicken products to approximately 90 countries. Pilgrim's fresh chicken products consist of refrigerated (nonfrozen) whole chickens, whole cut-up chickens and selected chicken parts that are either marinated or non-marinated. The Company's prepared chicken products include fully cooked, ready-to-cook and individually frozen chicken parts, strips, nuggets and patties, some of which are either breaded or non-breaded and either marinated or non-marinated. As a vertically integrated company, we control every phase of the production of our products. We operate feed mills, hatcheries, processing plants and distribution centers in 12 U.S. states, Puerto Rico and Mexico. As of June 26, 2016, Pilgrim's had approximately 37,700 employees and the capacity to process approximately 37 million birds per five-day work week for a total of approximately 11 billion pounds of live chicken annually. Approximately 4,035 contract growers supply poultry for the Company's operations. As of June 26, 2016, JBS S.A., through its indirect wholly-owned subsidiaries (together, "JBS"), beneficially owned 76.8% of the Company's outstanding common stock.

**Consolidated Financial Statements**

The accompanying unaudited consolidated financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the U.S. ("U.S. GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X of the U.S. Securities and Exchange Commission ("SEC"). Accordingly, they do not include all of the information and footnotes required by U.S. GAAP for complete financial statements. In the opinion of management, all adjustments (consisting of normal and recurring adjustments unless otherwise disclosed) considered necessary for a fair presentation have been included. Operating results for the twenty-six weeks ended June 26, 2016 are not necessarily indicative of the results that may be expected for the year ending December 25, 2016. For further information, refer to the consolidated financial statements and footnotes thereto included in the Company's annual report on Form 10-K for the year ended December 27, 2015.

Pilgrim's operates on a 52/53-week fiscal year that ends on the Sunday falling on or before December 31. The reader should assume any reference we make to a particular year (for example, 2016) in the notes to these Condensed Consolidated Financial Statements applies to our fiscal year and not the calendar year.

The Condensed Consolidated Financial Statements include the accounts of the Company and its majority-owned subsidiaries. We eliminate all significant affiliate accounts and transactions upon consolidation.

The Company measures the financial statements of its Mexico subsidiaries as if the U.S. dollar were the functional currency. Accordingly, we remeasure assets and liabilities, other than non-monetary assets, of the Mexico subsidiaries at current exchange rates. We remeasure non-monetary assets using the historical exchange rate in effect on the date of each asset's acquisition. We remeasure income and expenses at average exchange rates in effect during the period. Currency exchange gains or losses are included in the line item *Foreign currency transaction loss* in the Condensed Consolidated Statements of Income.

**Reportable Segment**

We operate in one reportable business segment, as a producer and seller of chicken products we either produce or purchase for resale.

**Revenue Recognition**

We recognize revenue when all of the following circumstances are satisfied: (i) persuasive evidence of an arrangement exists, (ii) price is fixed or determinable, (iii) collectability is reasonably assured and (iv) delivery has occurred. Delivery occurs in the period in which the customer takes title and assumes the risks and rewards of ownership of the products specified in the customer's purchase order or sales agreement. Revenue is recorded net of estimated incentive offerings including special pricing agreements, promotions and other volume-based incentives. Revisions to these estimates are charged back to net sales in the period in which the facts that give rise to the revision become known.

## **Book Overdraft**

The majority of the Company's disbursement bank accounts are zero balance accounts where cash needs are funded as checks are presented for payment by the holder. Checks issued pending clearance that result in overdraft balances for accounting purposes are classified as accounts payable and the change in the related balance is reflected in operating activities on the Condensed Consolidated Statements of Cash Flows.

## **Recent Accounting Pronouncements**

In May 2014, the Financial Accounting Standards Board ("FASB") issued new accounting guidance on revenue recognition, which provides for a single five-step model to be applied to all revenue contracts with customers. The new standard also requires additional financial statement disclosures that will enable users to understand the nature, amount, timing and uncertainty of revenue and cash flows relating to customer contracts. Companies have an option to use either a retrospective approach or cumulative effect adjustment approach to implement the standard. In June 2015, the FASB agreed to defer by one year the mandatory effective date of this standard, but will also provide entities the option to adopt the new guidance as of the original effective date. The provisions of the new guidance will be effective as of the beginning of our 2018 fiscal year, but we have the option to adopt the guidance as early as the beginning of our 2017 fiscal year. We are currently evaluating the impact of the new guidance on our financial statements and have not yet selected either a transition approach to implement the standard or an adoption date.

In July 2015, the FASB issued new accounting guidance on the subsequent measurement of inventory, which, in an effort to simplify unnecessarily complicated accounting guidance that can result in several potential outcomes, requires an entity to measure inventory at the lower of cost or net realizable value. Net realizable value is the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. Current accounting guidance requires an entity to measure inventory at the lower of cost or market. Market could be replacement cost, net realizable value, or net realizable value less an approximately normal profit margin. The provisions of the new guidance will be effective as of the beginning of our 2017 fiscal year. We are currently evaluating the impact of the new guidance on our financial statements.

In February 2016, the FASB issued new accounting guidance on lease arrangements, which, in an effort to increase transparency and comparability among organizations utilizing leasing, requires an entity that is a lessee to recognize the assets and liabilities arising from leases on the balance sheet. This guidance also requires disclosures about the amount, timing and uncertainty of cash flows arising from leases. In transition, the entity is required to recognize and measure leases at the beginning of the earliest period presented using a modified retrospective approach. The provisions of the new guidance will be effective as of the beginning of our 2019 fiscal year. Early adoption is permitted. We are currently evaluating the impact of the new guidance on our financial statements and have not yet selected an adoption date.

In March 2016, the FASB issued new accounting guidance on employee share-based payments, which, in an effort to simplify unnecessarily complicated aspects of accounting and reporting for share-based payment transactions, requires an entity to amend accounting and reporting methodology for areas such as the income tax consequences of share-based payments, classification of share-based awards as either equity or liabilities, and classification of share-based payment transactions in the statement of cash flows. The transition approach will vary depending on the area of accounting and reporting methodology to be amended. The provisions of the new guidance will be effective as of the beginning of our 2017 fiscal year. Early adoption is permitted. We are currently evaluating the impact of the new guidance on our financial statements and have not yet selected an adoption date.

In June 2016, the FASB issued new accounting guidance on the measurement of credit losses on financial instruments, which, in an effort to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments, replaces the current incurred loss impairment methodology with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. The amendments affect loans, debt securities, trade receivables, net investments in leases, off-balance sheet credit exposures, reinsurance receivables and any other financial assets not excluded from the scope that have the contractual right to receive cash. The provisions of the new guidance will be effective as of the beginning of our 2020 fiscal year. Early adoption is permitted after our 2018 fiscal year. We are currently evaluating the impact of the new guidance on our financial statements and have not yet selected an adoption date.

## **2. BUSINESS ACQUISITION**

On June 29, 2015, the Company acquired, indirectly through certain of its Mexican subsidiaries, 100% of the equity of Provemex Holding LLC and its subsidiaries (together, "Tyson Mexico") from Tyson Foods, Inc. and certain of its subsidiaries for cash. Tyson Mexico is a vertically integrated poultry business based in Gomez Palacio, Durango, Mexico. The acquired business has a production capacity of 2.5 million birds per five-day work week in its three plants and employs approximately 4,500 people

in its plants, offices and seven distribution centers. The acquisition further strengthens the Company's strategic position in the Mexico chicken market. The Company plans to keep all current labor contracts in place.

The following table summarizes the consideration paid for Tyson Mexico (in thousands):

Negotiated sales price	\$	400,000
Working capital adjustment		(20,933)
Final purchase price	\$	<u>379,067</u>

Transaction costs incurred in conjunction with the purchase were approximately \$2.2 million. These costs were expensed as incurred.

The results of operations of the acquired business since June 29, 2015 are included in the Company's Condensed Consolidated Statements of Operations. Net sales generated by the acquired business during the thirteen and twenty-six weeks ended June 26, 2016 totaled \$15.2 million and \$118.1 million, respectively. This significant decrease in net sales during the thirteen weeks ended June 26, 2016 resulted from a shift in sales activity from the acquired business to the Company's legacy business operating in Mexico. The acquired business incurred a net loss during the thirteen and twenty-six weeks ended June 26, 2016 totaling \$0.2 million and \$0.4 million, respectively.

The assets acquired and liabilities assumed in the Tyson Mexico acquisition were measured at their fair values at June 29, 2015 as set forth below. The excess of the purchase price over the fair values of the net tangible assets and identifiable intangible assets was recorded as goodwill. The factors contributing to the recognition of the amount of goodwill are based on several strategic and synergistic benefits that are expected to be realized from the acquisition as well the assembled workforce. These benefits include complementary product offerings, an enhanced footprint in Mexico and attractive synergy opportunities and value creation. The Company does not have tax basis in the goodwill, and therefore, the goodwill is not deductible for tax purposes. The fair values recorded were determined based upon various external and internal valuations.

The fair values recorded for the assets acquired and liabilities assumed for Tyson Mexico are as follows (in thousands):

Cash and cash equivalents	\$	5,535
Trade accounts and other receivables		24,173
Inventories		68,130
Prepaid expenses and other current assets		7,661
Property, plant and equipment		209,139
Identifiable intangible assets		26,411
Other long-lived assets		199
Total assets acquired		<u>341,248</u>
Accounts payable		21,550
Other current liabilities		8,707
Long-term deferred tax liabilities		52,376
Other long-term liabilities		5,155
Total liabilities assumed		<u>87,788</u>
Total identifiable net assets		253,460
Goodwill		125,607
Total net assets	\$	<u>379,067</u>

The Company performed a valuation of the assets and liabilities of Tyson Mexico at June 29, 2015. Significant assumptions used in the preliminary valuation and the bases for their determination are summarized as follows:

- Property, plant and equipment, net. Property, plant and equipment at fair value gave consideration to the highest and best use of the assets. The valuation of the Company's real property improvements and the majority of its personal property was based on the cost approach. The valuation of the Company's land, as if vacant, and certain personal property assets was based on the market or sales comparison approach.
- Indefinite-lived trade names. The Company valued two indefinite-lived trade names using the income approach, specifically the relief from royalty method. Under this method, the asset value of each trade name was determined by

estimating the hypothetical royalties that would have to be paid if it was not owned. Royalty rates were selected based on consideration of several factors, including (i) prior transactions involving Tyson Mexico trade names, (ii) incomes derived from license agreements on comparable trade names within the food and non-alcoholic beverages industry and (iii) the relative profitability and perceived contribution of each trade name. Royalty rates used in the determination of the fair values of the two trade names ranged from 4.0% to 5.0% of expected net sales related to the respective trade names and trade name maintenance costs were estimated as 1.4% of the royalty saved. The Company anticipates using both trade names for an indefinite period as demonstrated by the sustained use of each subject trade name. In estimating the fair value of the trade names, net sales related to the respective trade names were estimated to grow at a rate of 3.5% to 4.0% annually with a terminal year growth rate of 3.8%. Income taxes were estimated at 30.0% of pre-tax income, a tax amortization benefit was estimated considering a rate of 15.0% and the hypothetical savings generated by avoiding royalty costs were discounted using a rate of 12.0%. Trade names were valued at \$9.7 million under this approach.

- **Customer relationships.** The Company valued Tyson Mexico's customer relationships using the income approach, specifically the multi-period excess earnings model. Under this model, the fair value of the customer relationships asset was determined by estimating the net cash inflows from the relationships discounted to present value. In estimating the fair value of the customer relationships, net sales related to Tyson Mexico's existing customers were estimated to grow at a rate of 4.0% annually, but we also anticipate losing existing Tyson Mexico customers at an attrition rate of 7.9%. Income taxes were estimated at 30.0% of pre-tax income, a tax amortization benefit was estimated considering a rate of 23.4% and net cash flows attributable to our existing customers were discounted using a rate of 13.5%. Customer relationships were valued at \$16.7 million under this approach.

The Company recognized the following change in goodwill related to this acquisition during the twenty-six weeks ended June 26, 2016 (in thousands):

Goodwill, beginning of period	\$	156,565
Additional fair value attributed to acquired property, plant and equipment		(51,387)
Deferred tax impact related to additional fair value attributed to acquired property, plant and equipment		15,416
Deferred tax impact related to customer relationship intangibles		5,013
Goodwill, end of period	\$	<u>125,607</u>

The following unaudited pro forma information presents the combined financial results for the Company and Tyson Mexico as if the acquisition had been completed at the beginning of the Company's prior year, December 29, 2014.

	Thirteen Weeks Ended June 28, 2015	Twenty-Six Weeks Ended June 28, 2015
	(In thousands, except per share amount)	
Net sales	\$ 2,212,223	\$ 4,420,442
Net income attributable to Pilgrim's Pride Corporation	250,023	461,533
Net income attributable to Pilgrim's Pride Corporation per common share - diluted	0.97	1.78

The above unaudited pro forma financial information is presented for informational purposes only and does not purport to represent what the Company's results of operations would have been had it completed the acquisition on the date assumed, nor is it necessarily indicative of the results that may be expected in future periods. Pro forma adjustments exclude cost savings from any synergies resulting from the acquisition.

### 3. FAIR VALUE MEASUREMENTS

Fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. Assets and liabilities measured at fair value must be categorized into one of three different levels depending on the assumptions (i.e., inputs) used in the valuation:

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- Level 1 Unadjusted quoted prices in active markets for identical assets or liabilities;
- Level 2 Quoted prices in active markets for similar assets and liabilities and inputs that are observable for the asset or liability; or
- Level 3 Unobservable inputs, such as discounted cash flow models or valuations.

The determination of where assets and liabilities fall within this hierarchy is based upon the lowest level of input that is significant to the fair value measurement in its entirety.

As of June 26, 2016 and December 27, 2015, the Company held derivative assets and liabilities that were required to be measured at fair value on a recurring basis. Derivative assets and liabilities consist of long and short positions on exchange-traded commodity futures instruments.

The following items were measured at fair value on a recurring basis:

	June 26, 2016			
	Level 1	Level 2	Level 3	Total
	(In thousands)			
Fair value assets:				
Commodity futures instruments	\$ 23,119	\$ —	\$ —	\$ 23,119
Fair value liabilities:				
Commodity futures instruments	(10,201)	—	—	(10,201)
Commodity options instruments	(9,837)	—	—	(9,837)

	December 27, 2015			
	Level 1	Level 2	Level 3	Total
	(In thousands)			
Fair value assets:				
Commodity futures instruments	\$ 59	\$ —	\$ —	\$ 59
Commodity options instruments	1,618	—	—	1,618
Fair value liabilities:				
Commodity futures instruments	(5,436)	—	—	(5,436)

See “Note 7. Derivative Financial Instruments” for additional information.

Fair value and carrying value for our fixed-rate debt obligation is as follows:

	June 26, 2016		December 27, 2015	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
	(In thousands)			
Fixed-rate senior notes payable at 5.75%, at Level 1 inputs	\$ (500,000)	\$ (501,405)	\$ (500,000)	\$ (488,750)

See “Note 10. Long-Term Debt and Other Borrowing Arrangements” for additional information.

The valuation of financial assets and liabilities classified in Level 1 is determined using a market approach, taking into account current interest rates, creditworthiness, and liquidity risks in relation to current market conditions, and is based upon unadjusted quoted prices for identical assets in active markets. The valuation of financial assets and liabilities in Level 2 is determined using a market approach based upon quoted prices for similar assets and liabilities in active markets or other inputs that are observable for substantially the full term of the financial instrument. The valuation of financial assets in Level 3 is determined using an income approach based on unobservable inputs such as discounted cash flow models or valuations.

In addition to the fair value disclosure requirements related to financial instruments carried at fair value, accounting standards require periodic disclosures regarding the fair value of all of the Company’s financial instruments. The methods and significant assumptions used to estimate the fair value of financial instruments and any changes in methods or significant assumptions from prior periods are also required to be disclosed.

Derivative assets were recorded at fair value based on quoted market prices and are included in the line item *Prepaid expenses and other current assets* on the Condensed Consolidated Balance Sheets. Derivative liabilities were recorded at fair value based on quoted market prices and are included in the line item *Accrued expenses and other current liabilities* on the Condensed Consolidated Balance Sheets. The fair value of the Company's fixed-rate debt obligation was based on the quoted market price at June 26, 2016 or December 27, 2015, as applicable.

In addition to assets and liabilities that are recorded at fair value on a recurring basis, the Company records certain assets and liabilities at fair value on a nonrecurring basis. Generally, assets are recorded at fair value on a nonrecurring basis as a result of impairment charges when required by U.S. GAAP. There were no significant fair value measurement losses recognized for such assets and liabilities in the periods reported.

#### 4. TRADE ACCOUNTS AND OTHER RECEIVABLES

Trade accounts and other receivables, less allowance for doubtful accounts, consisted of the following:

	June 26, 2016	December 27, 2015
	(In thousands)	
Trade accounts receivable	\$ 333,265	\$ 342,466
Notes receivable - current	658	850
Other receivables	14,495	10,578
Receivables, gross	348,418	353,894
Allowance for doubtful accounts	(5,163)	(4,900)
Receivables, net	\$ 343,255	\$ 348,994
Account receivable from related parties <sup>(a)</sup>	\$ 1,797	\$ 2,668

(a) Additional information regarding accounts receivable from related parties is included in "Note 15. Related Party Transactions."

Changes in the allowance for doubtful accounts were as follows:

	Total
	(In thousands)
Balance at December 27, 2015	\$ (4,900)
Provision charged to operating results	(338)
Account write-offs and recoveries	75
Balance at June 26, 2016	\$ (5,163)

#### 5. INVENTORIES

Inventories consisted of the following:

	June 26, 2016	December 27, 2015
	(In thousands)	
Live chicken and hens	\$ 390,535	\$ 365,062
Feed, eggs and other	232,103	215,859
Finished chicken products	195,541	191,988
Total chicken inventories	818,179	772,909
Commercial feed and other	14,386	28,448
Total inventories	\$ 832,565	\$ 801,357

#### 6. INVESTMENTS IN SECURITIES

We recognize investments in available-for-sale securities as cash equivalents, current investments or long-term investments depending upon each security's length to maturity. Additionally, those securities identified by management at the time of purchase for funding operations in less than one year are classified as current.

The following table summarizes our investments in available-for-sale securities:

	June 26, 2016		December 27, 2015	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
(In thousands)				
<b>Cash equivalents:</b>				
Fixed income securities	\$ —	\$ —	\$ 290,795	\$ 290,795
Other	39	39	54,831	54,831

Securities classified as cash and cash equivalents mature within 90 days. Securities classified as short-term investments mature between 91 and 365 days. Securities classified as long-term investments mature after 365 days. The specific identification method is used to determine the cost of each security sold and each amount reclassified out of accumulated other comprehensive loss to earnings. Gross realized gains and gross realized losses recognized during the thirteen and twenty-six weeks ended June 26, 2016 and June 28, 2015 related to the Company's available-for-sale securities were immaterial. Proceeds received from the sale or maturity of available-for-sale securities recognized as either short- or long-term investments are historically disclosed in the Condensed Consolidated Statements of Cash Flows. No proceeds were received from the sale or maturity of available-for-sale securities recognized as either short- or long-term investments during the twenty-six weeks ended June 26, 2016 and June 28, 2015. Net unrealized holding gains and losses on the Company's available-for-sale securities recognized during the twenty-six weeks ended June 26, 2016 and June 28, 2015 that have been included in accumulated other comprehensive loss and the net amount of gains and losses reclassified out of accumulated other comprehensive loss to earnings during the twenty-six weeks ended June 26, 2016 and June 28, 2015 is disclosed in "Note 13. Stockholders' Equity - Accumulated Other Comprehensive Loss."

## 7. DERIVATIVE FINANCIAL INSTRUMENTS

The Company utilizes various raw materials in its operations, including corn, soybean meal, soybean oil, sorghum and energy, such as natural gas, electricity and diesel fuel, which are all considered commodities. The Company considers these raw materials generally available from a number of different sources and believes it can obtain them to meet its requirements. These commodities are subject to price fluctuations and related price risk due to factors beyond our control, such as economic and political conditions, supply and demand, weather, governmental regulation and other circumstances. Generally, the Company purchases derivative financial instruments, specifically exchange-traded futures and options, in an attempt to mitigate price risk related to its anticipated consumption of commodity inputs for approximately the next 12 months. The Company may purchase longer-term derivative financial instruments on particular commodities if deemed appropriate.

The Company has operations in Mexico and, therefore, has exposure to translational foreign exchange risk when the financial results of those operations are translated to U.S. dollars.

The fair value of derivative assets is included in the line item *Prepaid expenses and other current assets* on the Condensed Consolidated Balance Sheets while the fair value of derivative liabilities is included in the line item *Accrued expenses and other current liabilities* on the same statements. Our counterparties require that we post cash collateral for changes in the net fair value of the derivative contracts.

We have not designated the derivative financial instruments that we have purchased to mitigate commodity purchase transaction exposures as cash flow hedges. Therefore, we recognized changes in the fair value of these derivative financial instruments immediately in earnings. Gains or losses related to these derivative financial instruments are included in the line item *Cost of sales* in the Condensed Consolidated Statements of Income. The Company recognized net gains of \$1.8 million and net gains of \$5.6 million related to changes in the fair value of its derivative financial instruments during the thirteen weeks ended June 26, 2016 and June 28, 2015, respectively. We also recognized net gains of \$5.9 million and net gains of \$29.0 million related to changes in the fair value of its derivative financial instruments during the twenty-six weeks ended June 26, 2016 and June 28, 2015, respectively. Information regarding the Company's outstanding derivative instruments and cash collateral posted with (owed to) brokers is included in the following table:

	June 26, 2016	December 27, 2015
	(Fair values in thousands)	
<b>Fair values:</b>		
Commodity derivative assets	\$ 23,119	\$ 1,677
Commodity derivative liabilities	(20,038)	(5,436)
Cash collateral posted with brokers	10,366	9,381
<b>Derivatives coverage <sup>(a)</sup>:</b>		
Corn	0.8%	7.0%
Soybean meal	13.8%	4.1%
Period through which stated percent of needs are covered:		
Corn	May 2017	March 2017
Soybean meal	August 2017	July 2016

(a) Derivatives coverage is the percent of anticipated commodity needs covered by outstanding derivative instruments through a specified date.

## 8. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment (“PP&E”), net consisted of the following:

	June 26, 2016	December 27, 2015
	(In thousands)	
Land	\$ 107,391	\$ 105,165
Buildings	1,160,775	1,131,379
Machinery and equipment	1,759,575	1,657,573
Autos and trucks	53,096	53,408
Construction-in-progress	132,619	152,619
PP&E, gross	3,213,456	3,100,144
Accumulated depreciation	(1,798,561)	(1,747,615)
PP&E, net	\$ 1,414,895	\$ 1,352,529

The Company recognized depreciation expense of \$43.5 million and \$36.6 million during the thirteen weeks ended June 26, 2016 and June 28, 2015, respectively. The Company recognized depreciation expense of \$81.9 million and \$70.6 million during the twenty-six weeks ended June 26, 2016 and June 28, 2015, respectively.

During the twenty-six weeks ended June 26, 2016, we spent \$94.0 million on capital projects and transferred \$ 128.1 million of completed projects from construction-in-progress to depreciable assets. During the twenty-six weeks ended June 28, 2015, we spent \$87.7 million on capital projects and transferred \$74.2 million of completed projects from construction-in-progress to depreciable assets. Capital expenditures were primarily incurred during the twenty-six weeks ended June 26, 2016 to improve efficiencies and reduce costs.

During the thirteen and twenty-six weeks ended June 26, 2016, the Company sold certain PP&E for cash of \$7.5 million and \$8.1 million, respectively and recognized net gains on these sales of \$6.6 million and \$6.8 million, respectively. PP&E sold in the twenty-six weeks ended included poultry farms in Mexico and Texas, an office building in Texas, vacant land in Alabama and Texas and miscellaneous equipment. During the thirteen and twenty-six weeks ended June 28, 2015, the Company sold miscellaneous equipment for cash of \$1.2 million and \$2.1 million and recognized a net gain of \$0.4 million and \$1.3 million, respectively.

Management has committed to the sale of certain properties and related assets, including, but not limited to, a processing complex in Texas, a processing plant in Louisiana and other miscellaneous assets, which no longer fit into the operating plans of the Company. The Company is actively marketing these properties and related assets for immediate sale and believes a sale of each property can be consummated within the next 12 months. At both June 26, 2016 and December 27, 2015, the Company reported properties and related assets totaling \$6.5 million and \$6.6 million, respectively, in the line item *Assets held for sale* on its Condensed Consolidated Balance Sheets. The Company tested the recoverability of its assets held for sale and determined that the aggregate carrying amounts of the Texas processing complex asset group and the Louisiana processing plant asset group were recoverable over the remaining life of the respective primary asset in each asset group.



The Company has closed or idled various processing complexes, processing plants, hatcheries, broiler farms, and feed mills throughout the U.S. Neither the Board of Directors nor JBS has determined if it would be in the best interest of the Company to divest any of these idled assets. Management is therefore not certain that it can or will divest any of these assets within one year, is not actively marketing these assets and, accordingly, has not classified them as assets held for sale. The Company continues to depreciate these assets. At June 26, 2016, the carrying amount of these idled assets was \$65.5 million based on depreciable value of \$195.4 million and accumulated depreciation of \$129.9 million.

The Company last tested the recoverability of its long-lived assets held and used in December 2015. At that time, the Company determined that the carrying amount of its long-lived assets held and used was recoverable over the remaining life of the primary asset in the group and that long-lived assets held and used passed the Step 1 recoverability test under ASC 360-10-35, *Impairment or Disposal of Long-Lived Assets*. There were no indicators present during the twenty-six weeks ended June 26, 2016 that required the Company to test its long-lived assets held and used for recoverability.

## 9. CURRENT LIABILITIES

Current liabilities, other than current notes payable to banks, income taxes and current maturities of long-term debt, consisted of the following components:

	June 26, 2016	December 27, 2015
	(In thousands)	
<b>Accounts payable:</b>		
Trade accounts	\$ 407,306	\$ 436,188
Book overdrafts	55,393	44,145
Other payables	4,084	2,621
Total accounts payable	466,783	482,954
Accounts payable to related parties <sup>(a)</sup>	4,053	7,000
<b>Accrued expenses and other current liabilities:</b>		
Compensation and benefits	96,350	112,583
Interest and debt-related fees	9,022	8,928
Insurance and self-insured claims	99,210	93,336
Derivative liabilities:		
Futures	10,201	5,436
Options	9,837	—
Other accrued expenses	90,305	94,683
Total accrued expenses and other current liabilities	314,925	314,966
	\$ 785,761	\$ 804,920

(a) Additional information regarding accounts payable from related parties is included in "Note 15. Related Party Transactions."

## 10. LONG-TERM DEBT AND OTHER BORROWING ARRANGEMENTS

Long-term debt and other borrowing arrangements, including current notes payable to banks, consisted of the following components:

	<u>Maturity</u>	<u>June 26, 2016</u>		<u>December 27, 2015</u>	
		(In thousands)			
Long-term debt and other long-term borrowing arrangements:					
Senior notes payable at 5.75%	2025	\$	500,000	\$	500,000
U.S. Credit Facility (defined below):					
Term note payable at 1.69%	2020		500,000		500,000
Revolving note payable at 4.25%	2020		52,071		—
Mexico Credit Facility (defined below) with notes payable at TIIE Rate plus 0.90%	2017		79,248		—
Capital lease obligations	Various		420		462
Long-term debt			1,131,739		1,000,462
Less: Current maturities of long-term debt			(90)		(86)
Long-term debt, less current maturities			1,131,649		1,000,376
Less: Capitalized financing costs			(13,670)		(14,867)
Long-term debt, less current maturities, net of capitalized financing costs:		\$	1,117,979	\$	985,509
Current notes payable to banks					
Mexico Credit Facility (defined below) with notes payable at TIIE Rate plus 0.90%	2016	\$	—	\$	28,726

### Senior Notes

On March 11, 2015, the Company completed a sale of \$500.0 million aggregate principal amount of its 5.75% senior notes due 2025 (the “Senior Notes”). The Company used the net proceeds from the sale of the Senior Notes to repay \$350.0 million and \$150.0 million of the term loan indebtedness under the U.S. Credit Facility (defined below) on March 12, 2015 and April 22, 2015, respectively. The Notes were sold to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and outside the United States to non-U.S. persons pursuant to Regulation S under the Securities Act.

The Senior Notes are governed by, and were issued pursuant to, an indenture dated as of March 11, 2015 by and among the Company, its guarantor subsidiary and Wells Fargo Bank, National Association, as trustee (the “Indenture”). The Indenture provides, among other things, that the Senior Notes bear interest at a rate of 5.75% per annum from the date of issuance until maturity, payable semi-annually in cash in arrears, beginning on September 15, 2015. The Senior Notes are guaranteed on a senior unsecured basis by the Company’s guarantor subsidiary. In addition, any of the Company’s other existing or future domestic restricted subsidiaries that incur or guarantee any other indebtedness (with limited exceptions) must also guarantee the Senior Notes. The Senior Notes and related guarantees are unsecured senior obligations of the Company and its guarantor subsidiary and rank equally with all of the Company’s and its guarantor subsidiary’s other unsubordinated indebtedness. The Senior Notes and the Indenture also contain customary covenants and events of default, including failure to pay principal or interest on the Senior Notes when due, among others.

### U.S. Credit Facility

On February 11, 2015, the Company and its subsidiaries, To-Ricos, Ltd. and To-Ricos Distribution, Ltd., entered into a Second Amended and Restated Credit Agreement (the “U.S. Credit Facility”) with Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., Rabobank Nederland, New York Branch (“Rabobank”), as administrative agent, and the other lenders party thereto. The U.S. Credit Facility provides for a revolving loan commitment of up to \$700.0 million and a term loan commitment of up to \$1.0 billion (the “Term Loans”). The U.S. Credit Facility also includes an accordion feature that allows the Company, at any time, to increase the aggregate revolving loan and term loan commitments by up to an additional \$1.0 billion, subject to the satisfaction of certain conditions, including obtaining the lenders’ agreement to participate in the increase.

The revolving loan commitment under the U.S. Credit Facility matures on February 10, 2020. All principal on the Term Loans is due at maturity on February 10, 2020. No installments of principal are required to be made prior to the maturity date of the Term Loans. Covenants in the U.S. Credit Facility also require the Company to use the proceeds it receives from certain asset sales and specified debt or equity issuances and upon the occurrence of other events to repay outstanding borrowings under the U.S. Credit Facility. The Company had Term Loans outstanding totaling \$500.0 million as of June 26, 2016 .

The U.S. Credit Facility includes a \$75.0 million sub-limit for swingline loans and a \$125.0 million sub-limit for letters of credit. Outstanding borrowings under the revolving loan commitment and the Term Loans bear interest at a per annum rate equal to (i) in the case of LIBOR loans, LIBOR plus 1.50% through June 26, 2016 and, based on the Company's net senior secured leverage ratio, between LIBOR plus 1.25% and LIBOR plus 2.75% and (ii) in the case of alternate base rate loans, the base rate plus 0.50% through June 26, 2016 and, based on the Company's net senior secured leverage ratio, between the base rate plus 0.25% and base rate plus 1.75% thereafter.

Actual borrowings by the Company under the revolving loan commitment of the U.S. Credit Facility are subject to a borrowing base, which is a formula based on certain eligible inventory, eligible receivables and restricted cash under the control of Rabobank, in its capacity as administrative agent. The borrowing base formula will be reduced by the sum of (i) inventory reserves, (ii) rent and collateral access reserves, and (iii) any amount more than 15 days past due that is owed by the Company or its subsidiaries to any person on account of the purchase price of agricultural products or services (including poultry and livestock) if that person is entitled to any grower's or producer's lien or other security arrangement. As of June 26, 2016 , the applicable borrowing base was \$665.8 million and the amount available for borrowing under the revolving loan commitment was \$571.0 million . The Company had letters of credit of \$42.7 million and \$52.1 million outstanding borrowings under the revolving loan commitment as of June 26, 2016 .

The U.S. Credit Facility contains financial covenants and various other covenants that may adversely affect the Company's ability to, among other things, incur additional indebtedness, incur liens, pay dividends or make certain restricted payments, consummate certain assets sales, enter into certain transactions with JBS and the Company's other affiliates, merge, consolidate and/or sell or dispose of all or substantially all of our assets. The U.S. Credit Facility requires the Company to comply with a minimum level of tangible net worth covenant. The U.S. Credit Facility also provides that we may not incur capital expenditures in excess of \$500.0 million in any fiscal year. The Company is currently in compliance with the covenants under the U.S. Credit Facility.

All obligations under the U.S. Credit Facility continue to be unconditionally guaranteed by certain of the Company's subsidiaries and continue to be secured by a first priority lien on (i) the accounts receivable and inventory of our company and its non-Mexico subsidiaries, (ii) 100% of the equity interests in our domestic subsidiaries, To-Ricos, Ltd. and To-Ricos Distribution, Ltd., and 65% of the equity interests in our direct foreign subsidiaries and (iii) substantially all of the assets of the Company and the guarantors under the U.S. Credit Facility.

#### **Mexico Credit Facility**

On July 23, 2014, certain of our Mexican subsidiaries entered into an unsecured credit agreement (the "Mexico Credit Facility") with BBVA Bancomer, S.A. Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer, as lender. The loan commitment under the Mexico Credit Facility is \$ 1.5 billion Mexican pesos. Outstanding borrowings under the Mexico Credit Facility will accrue interest at a rate equal to the Interbank Equilibrium Interest Rate plus 0.90% . The Mexico Credit Facility will mature on July 23, 2017. As of June 26, 2016 , the U.S. dollar-equivalent loan commitment under the Mexico Credit Facility was \$79.2 million , and there were \$79.2 million outstanding borrowings under the Mexico Credit Facility that bear interest at a per annum rate of 4.99% . As of June 26, 2016 , there was no borrowing availability .

#### **11. INCOME TAXES**

The Company recorded income tax expense of \$141.0 million , a 34.2% effective tax rate, for the twenty-six weeks ended June 26, 2016 compared to income tax expense of \$240.6 million , a 35.1% effective tax rate, for the twenty-six weeks ended June 28, 2015 . The decrease in income tax expense in 2016 resulted primarily from a decrease in pre-tax income.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities (including the impact of available carry back and carry forward periods), projected future taxable income and tax-planning strategies in making this assessment. As of June 26, 2016 , the Company did not believe it had sufficient positive evidence to conclude that realization of its federal capital loss carry forwards and a portion of its foreign net deferred tax assets are more likely than not to be realized.

For the twenty-six weeks ended June 26, 2016 and June 28, 2015 , there is tax effect of \$5.3 million and \$4.1 million , respectively, reflected in other comprehensive income.

For the twenty-six weeks ended June 26, 2016 , there is no tax effect reflected in additional paid-in-capital due to excess tax benefits related to compensation. For the twenty-six weeks ended June 28, 2015 , there is a tax effect of \$7.8 million reflected in additional paid-in-capital due to excess tax benefits related to compensation on dividend equivalent rights and vested stock awards.

With few exceptions, the Company is no longer subject to U.S. federal, state or local income tax examinations by taxing authorities for years prior to 2010 and is no longer subject to Mexico income tax examinations by taxing authorities for years prior to 2009.

The United States Fifth Circuit Court of Appeals (the “Fifth Circuit”) rendered judgment in favor of the Company regarding the IRS’ amended proof of claim relating to the tax year ended June 26, 2004 for Gold Kist Inc. (“Gold Kist”). See “Note 16. Commitments and Contingencies” for additional information.

## 12. PENSION AND OTHER POSTRETIREMENT BENEFITS

The Company sponsors programs that provide retirement benefits to most of its employees. These programs include qualified defined benefit pension plans, nonqualified defined benefit retirement plans, a defined benefit postretirement life insurance plan and defined contribution retirement savings plans. Expenses recognized under all of these retirement plans totaled \$1.4 million , \$3.0 million , \$1.6 million and \$6.1 million in the thirteen and twenty-six weeks ended June 26, 2016 and June 28, 2015 , respectively.

### Defined Benefit Plans Obligations and Assets

The change in benefit obligation, change in fair value of plan assets, funded status and amounts recognized in the Condensed Consolidated Balance Sheets for these defined benefit plans were as follows:

	Twenty-Six Weeks Ended June 26, 2016		Twenty-Six Weeks Ended June 28, 2015	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
<b>Change in projected benefit obligation:</b>	(In thousands)			
Projected benefit obligation, beginning of period	\$ 165,952	\$ 1,672	\$ 190,401	\$ 1,657
Interest cost	2,793	26	3,877	34
Actuarial losses	12,736	72	(7,033)	(27)
Benefits paid	(4,581)	(70)	(2,981)	(64)
Curtailments and settlements	—	—	(13,014)	—
Projected benefit obligation, end of period	\$ 176,900	\$ 1,700	\$ 171,250	\$ 1,600
	Twenty-Six Weeks Ended June 26, 2016		Twenty-Six Weeks Ended June 28, 2015	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
<b>Change in plan assets:</b>	(In thousands)			
Fair value of plan assets, beginning of period	\$ 96,947	\$ —	\$ 113,552	\$ —
Actual return on plan assets	1,084	—	3,455	—
Contributions by employer	4,412	70	3,177	64
Benefits paid	(4,581)	(70)	(2,981)	(64)
Curtailments and settlements	—	—	(13,014)	—
Fair value of plan assets, end of period	\$ 97,862	\$ —	\$ 104,189	\$ —
	June 26, 2016		December 27, 2015	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
<b>Funded status:</b>	(In thousands)			
Unfunded benefit obligation, end of period	\$ (79,038)	\$ (1,700)	\$ (69,005)	\$ (1,672)

	June 26, 2016		December 27, 2015	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
<b>Amounts recognized in the Condensed Consolidated Balance Sheets at end of period:</b>				
	(In thousands)			
Current liability	\$ (10,769)	\$ (139)	\$ (10,779)	\$ (138)
Long-term liability	(68,269)	(1,561)	(58,226)	(1,534)
Recognized liability	\$ (79,038)	\$ (1,700)	\$ (69,005)	\$ (1,672)

	June 26, 2016		December 27, 2015	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
<b>Amounts recognized in accumulated other comprehensive loss at end of period:</b>				
	(In thousands)			
Net actuarial loss (gain)	\$ 52,065	\$ (7)	\$ 38,115	\$ (79)

The accumulated benefit obligation for our defined benefit pension plans was \$176.9 million and \$166.0 million at June 26, 2016 and December 27, 2015, respectively. Each of our defined benefit pension plans had accumulated benefit obligations that exceeded the fair value of plan assets at June 26, 2016 and December 27, 2015, respectively. As of June 26, 2016, the weighted average duration of our defined benefit obligation is 33.5 years.

### Net Periodic Benefit Costs

Net defined benefit pension and other postretirement costs included the following components:

	Thirteen Weeks Ended June 26, 2016		Thirteen Weeks Ended June 28, 2015		Twenty-Six Weeks Ended June 26, 2016		Twenty-Six Weeks Ended June 28, 2015	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
	(In thousands)							
Interest cost	\$ 1,397	\$ 14	\$ 1,939	\$ 17	2,793	26	3,877	34
Estimated return on plan assets	(1,314)	—	(1,671)	—	(2,628)	—	(3,342)	—
Settlement loss	—	—	210	—	—	—	3,272	—
Amortization of net loss	164	—	178	—	329	—	357	—
Net costs	\$ 247	\$ 14	\$ 656	\$ 17	\$ 494	\$ 26	\$ 4,164	\$ 34

### Economic Assumptions

The weighted average assumptions used in determining pension and other postretirement plan information were as follows:

	June 26, 2016		December 27, 2015	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
<b>Assumptions used to measure benefit obligation at end of period:</b>				
Discount rate	3.88%	3.35%	4.47%	4.47%
	Twenty-Six Weeks Ended June 26, 2016		Twenty-Six Weeks Ended June 28, 2015	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
<b>Assumptions used to measure net pension and other postretirement cost:</b>				
Discount rate	4.47%	4.47%	4.22%	4.22%
Expected return on plan assets	5.50%	NA	6.00%	NA

The discount rate represents the interest rate used to determine the present value of future cash flows currently expected to be required to settle the Company's pension and other benefit obligations. The weighted average discount rate for each plan

was established by comparing the projection of expected benefit payments to the AA Above Median yield curve. The expected benefit payments were discounted by each corresponding discount rate on the yield curve. For payments beyond 30 years, the Company extended the curve assuming the discount rate derived in year 30 is extended to the end of the plan's payment expectations. Once the present value of the string of benefit payments was established, the Company determined the single rate on the yield curve, that when applied to all obligations of the plan, would exactly match the previously determined present value. As part of the evaluation of pension and other postretirement assumptions, the Company applied assumptions for mortality that incorporate generational white and blue collar mortality trends. In determining its benefit obligations, the Company used generational tables that take into consideration increases in plan participant longevity. As of June 26, 2016 and December 27, 2015, all pension and other postretirement benefit plans used variations of the RP2014 mortality table and the MP2015 mortality improvement scale.

The sensitivity of the projected benefit obligation for pension benefits to changes in the discount rate is set out below. The impact of a change in the discount rate of 0.25% on the projected benefit obligation for other benefits is less than \$1,000. This sensitivity analysis is based on changing one assumption while holding all other assumptions constant. In practice, this is unlikely to occur, and changes in some of the assumptions may be correlated. When calculating the sensitivity of the defined benefit obligation to variations in significant actuarial assumptions, the same method (present value of the defined benefit obligation calculated with the projected unit credit method at the end of the reporting period) has been applied as for calculating the liability recognized in the Condensed Consolidated Balance Sheet.

	<u>Increase in Discount Rate of 0.25%</u>	<u>Decrease in Discount Rate of 0.25%</u>
	(In thousands)	
Impact on projected benefit obligation for pension benefits	\$ (4,888)	\$ 5,197

The expected rate of return on plan assets was primarily based on the determination of an expected return and behaviors for each plan's current asset portfolio that the Company believes are likely to prevail over long periods. This determination was made using assumptions for return and volatility of the portfolio. Asset class assumptions were set using a combination of empirical and forward-looking analysis. To the extent historical results were affected by unsustainable trends or events, the effects of those trends or events were quantified and removed. The Company also considered anticipated asset allocations, investment strategies and the views of various investment professionals when developing this rate.

**Plan Assets**

The following table reflects the pension plans' actual asset allocations:

	<u>June 26, 2016</u>	<u>December 27, 2015</u>
Cash and cash equivalents	—%	—%
Pooled separate accounts <sup>(a)</sup> :		
Equity securities	6%	7%
Fixed income securities	7%	7%
Common collective trust funds <sup>(a)</sup> :		
Equity securities	57%	57%
Fixed income securities	30%	29%
Total assets	<u>100%</u>	<u>100%</u>

(a) Pooled separate accounts ("PSAs") and common collective trust funds ("CCTs") are two of the most common types of alternative vehicles in which benefit plans invest. These investments are pooled funds that look like mutual funds, but they are not registered with the SEC. Often times, they will be invested in mutual funds or other marketable securities, but the unit price generally will be different from the value of the underlying securities because the fund may also hold cash for liquidity purposes, and the fees imposed by the fund are deducted from the fund value rather than charged separately to investors. Some PSAs and CCTs have no restrictions as to their investment strategy and can invest in riskier investments, such as derivatives, hedge funds, private equity funds, or similar investments.

Absent regulatory or statutory limitations, the target asset allocation for the investment of pension assets in the pooled separate accounts is 50% in each of fixed income securities and equity securities and the target asset allocation for the investment of pension assets in the common collective trust funds is 30% in fixed income securities and 70% in equity securities. The plans only invest in fixed income and equity instruments for which there is a readily available public market. We develop our expected long-term rate of return assumptions based on the historical rates of returns for equity and fixed income securities of the type in which our plans invest.

The fair value measurements of plan assets fell into the following levels of the fair value hierarchy as of June 26, 2016 and December 27, 2015 :

	June 26, 2016				December 27, 2015			
	Level 1 <sup>(a)</sup>	Level 2 <sup>(b)</sup>	Level 3 <sup>(c)</sup>	Total	Level 1 <sup>(a)</sup>	Level 2 <sup>(b)</sup>	Level 3 <sup>(c)</sup>	Total
(In thousands)								
Cash and cash equivalents	\$ 105	\$ —	\$ —	\$ 105	\$ 147	\$ —	\$ —	\$ 147
Pooled separate accounts:								
Large U.S. equity funds <sup>(d)</sup>	—	4,301	—	4,301	—	3,816	—	3,816
Small/Mid U.S. equity funds <sup>(e)</sup>	—	536	—	536	—	969	—	969
International equity funds <sup>(f)</sup>	—	1,539	—	1,539	—	1,606	—	1,606
Fixed income funds <sup>(g)</sup>	—	6,435	—	6,435	—	6,337	—	6,337
Common collective trusts funds:								
Large U.S. equity funds <sup>(d)</sup>	—	22,919	—	22,919	—	22,069	—	22,069
Small U.S. equity funds <sup>(e)</sup>	—	16,483	—	16,483	—	16,843	—	16,843
International equity funds <sup>(f)</sup>	—	16,574	—	16,574	—	16,629	—	16,629
Fixed income funds <sup>(g)</sup>	—	28,970	—	28,970	—	28,531	—	28,531
Total assets	\$ 105	\$ 97,757	\$ —	\$ 97,862	\$ 147	\$ 96,800	\$ —	\$ 96,947

(a) Unadjusted quoted prices in active markets for identical assets are used to determine fair value.

(b) Quoted prices in active markets for similar assets and inputs that are observable for the asset are used to determine fair value.

(c) Unobservable inputs, such as discounted cash flow models or valuations, are used to determine fair value.

(d) This category is comprised of investment options that invest in stocks, or shares of ownership, in large, well-established U.S. companies. These investment options typically carry more risk than fixed income options but have the potential for higher returns over longer time periods.

(e) This category is generally comprised of investment options that invest in stocks, or shares of ownership, in small to medium-sized U.S. companies. These investment options typically carry more risk than larger U.S. equity investment options but have the potential for higher returns.

(f) This category is comprised of investment options that invest in stocks, or shares of ownership, in companies with their principal place of business or office outside of the U.S.

(g) This category is comprised of investment options that invest in bonds, or debt of a company or government entity (including U.S. and non-U.S. entities). It may also include real estate investment options that directly own property. These investment options typically carry more risk than short-term fixed income investment options (including, for real estate investment options, liquidity risk), but less overall risk than equities.

The valuation of plan assets in Level 2 is determined using a market approach based upon quoted prices for similar assets and liabilities in active markets, or other inputs that are observable for substantially the full term of the financial instrument. Level 2 securities primarily include equity and fixed income securities funds.

### Benefit Payments

The following table reflects the benefits as of June 26, 2016 expected to be paid through 2025 from our pension and other postretirement plans. Because our pension plans are primarily funded plans, the anticipated benefits with respect to these plans will come primarily from the trusts established for these plans. Because our other postretirement plans are unfunded, the anticipated benefits with respect to these plans will come from our own assets.

	Pension Benefits		Other Benefits	
	(In thousands)			
2016 (remaining)	\$	7,102	\$	69
2017		11,660		139
2018		11,406		140
2019		11,063		139
2020		11,075		138
2021-2025		49,795		643
Total	\$	102,101	\$	1,268

We anticipate contributing \$7.5 million and \$0.1 million, as required by funding regulations or laws, to our pension plans and other postretirement plans, respectively, during the remainder of 2016.

**Unrecognized Benefit Amounts in Accumulated Other Comprehensive Loss**

The amounts in accumulated other comprehensive loss that were not recognized as components of net periodic benefits cost and the changes in those amounts are as follows:

	Twenty-Six Weeks Ended June 26, 2016		Twenty-Six Weeks Ended June 28, 2015	
	Pension Benefits	Other Benefits	Pension Benefits	Other Benefits
	(In thousands)			
Net actuarial loss (gain), beginning of period	\$ 38,115	\$ (79)	\$ 43,907	\$ (127)
Amortization	(329)	—	(357)	—
Curtailment and settlement adjustments	—	—	(3,272)	—
Actuarial loss	12,736	72	(7,033)	(26)
Asset loss (gain)	1,543	—	(112)	—
Net actuarial loss (gain), end of period	\$ 52,065	\$ (7)	\$ 33,133	\$ (153)

The Company expects to recognize in net pension cost throughout the remainder of 2016 an actuarial loss of \$0.3 million that was recorded in accumulated other comprehensive loss at June 26, 2016 .

**Risk Management**

Through its defined benefit plans, the Company is exposed to a number of risks, the most significant of which are detailed below:

*Asset volatility.* The plan liabilities are calculated using a discount rate set with reference to corporate bond yields; if plan assets under perform this yield, this will create a deficit. The pension plans hold a significant proportion of equities, which are expected to outperform corporate bonds in the long-term while contributing volatility and risk in the short-term. The Company monitors the level of investment risk but has no current plan to significantly modify the mixture of investments. The investment position is discussed more below.

*Changes in bond yields.* A decrease in corporate bond yields will increase plan liabilities, although this will be partially offset by an increase in the value of the plans' bond holdings.

The investment position is managed and monitored by a committee of individuals from various departments. This group actively monitors how the duration and the expected yield of the investments are matching the expected cash outflows arising from the pension obligations. The group has not changed the processes used to manage its risks from previous periods. The group does not use derivatives to manage its risk. Investments are well diversified, such that the failure of any single investment would not have a material impact on the overall level of assets. The majority of equities are in U.S. large and small cap companies with some global diversification into international entities. The plans are not exposed to significant foreign currency risk.

**Remeasurement**

The Company remeasures both plan assets and obligations on a quarterly basis.

**13. STOCKHOLDERS' EQUITY**

**Accumulated Other Comprehensive Loss**

The following tables provide information regarding the changes in accumulated other comprehensive loss:



	Twenty-Six Weeks Ended June 26, 2016 <sup>(a)</sup>			Twenty-Six Weeks Ended June 28, 2015 <sup>(a)</sup>		
	Losses Related to Pension and Other Postretirement Benefits	Unrealized Holding Gains on Available- for-Sale Securities	Total	Losses Related to Pension and Other Postretirement Benefits	Unrealized Holding Gains on Available- for-Sale Securities	Total
	(In thousands)					
Balance, beginning of period	\$ (58,997)	\$ 67	\$ (58,930)	\$ (62,572)	\$ 31	\$ (62,541)
Other comprehensive income (loss) before reclassifications	(8,934)	265	(8,669)	6,501	43	6,544
Amounts reclassified from accumulated other comprehensive loss to net income	205	(332)	(127)	222	(63)	159
Net current period other comprehensive income (loss)	(8,729)	(67)	(8,796)	6,723	(20)	6,703
Balance, end of period	\$ (67,726)	\$ —	\$ (67,726)	\$ (55,849)	\$ 11	\$ (55,838)

(a) All amounts are net of tax. Amounts in parentheses indicate debits to accumulated other comprehensive loss.

Details about Accumulated Other Comprehensive Loss Components	Amount Reclassified from Accumulated Other Comprehensive Loss <sup>(a)</sup>		Affected Line Item in the Condensed Consolidated Statements of Operations
	Twenty-Six Weeks Ended June 26, 2016	Twenty-Six Weeks Ended June 28, 2015	
	(In thousands)		
Realized gain on sale of securities	\$ 534	\$ 101	Interest income
Amortization of defined benefit pension and other postretirement plan actuarial losses:			
Union employees pension plan <sup>(b)(d)</sup>	(10)	(12)	Cost of sales
Legacy Gold Kist plans <sup>(c)(d)</sup>	(100)	(108)	Cost of sales
Legacy Gold Kist plans <sup>(c)(d)</sup>	(220)	(237)	Selling, general and administrative expense
Total before tax	204	(256)	
Tax benefit (expense)	(77)	97	
Total reclassification for the period	\$ 127	\$ (159)	

(a) Amounts in parentheses represent debits to results of operations.

(b) The Company sponsors the Pilgrim's Pride Retirement Plan for Union Employees, a qualified defined benefit pension plan covering certain locations or work groups with collective bargaining agreements.

(c) The Company sponsors the Pilgrim's Pride Plan for Legacy Gold Kist Employees, a qualified defined benefit pension plan covering certain eligible U.S. employees who were employed at locations that the Company purchased through its acquisition of Gold Kist in 2007, the Former Gold Kist Inc. Supplemental Executive Retirement Plan, a nonqualified defined benefit retirement plan covering certain former Gold Kist executives, the Former Gold Kist Inc. Directors' Emeriti Plan, a nonqualified defined benefit retirement plan covering certain former Gold Kist directors, and the Gold Kist Inc. Retiree Life Insurance Plan, a defined benefit postretirement life insurance plan covering certain retired Gold Kist employees.

(d) These accumulated other comprehensive income components are included in the computation of net periodic pension cost. See "Note 12. Pension and Other Postretirement Benefits" to the Condensed Consolidated Financial Statements.

### Share Repurchase Program and Treasury Stock

On July 28, 2015, the Company's Board of Directors approved a \$150.0 million share repurchase authorization. The Company plans to repurchase shares through various means, which may include but are not limited to open market purchases, privately negotiated transactions, the use of derivative instruments and/or accelerated share repurchase programs. The share repurchase program was originally scheduled to expire on July 27, 2016. On February 10, 2016, the Company's Board of Directors approved an increase of the share repurchase authorization to \$300.0 million and an extension of the expiration to February 9, 2017. The extent to which the Company repurchases its shares and the timing of such repurchases will vary and depend upon market conditions and other corporate considerations, as determined by the Company's management team. The Company reserves the right to limit or terminate the repurchase program at any time without notice. As of June 26, 2016, the Company had repurchased approximately 5.2 million shares under this program with a market value of approximately \$106.6 million. The Company accounted for the shares repurchased using the cost method.

### Special Cash Dividends

On May 18, 2016, the Company paid a special cash dividend from retained earnings of approximately \$700.0 million, or \$2.75 per share, to stockholders of record on May 10, 2016. The Company used proceeds from the U.S. Credit Facility, along with cash on hand, to fund the special cash dividend.

On February 17, 2015, the Company paid a special cash dividend from retained earnings of approximately \$1.5 billion, or \$5.77 per share, to stockholders of record as of January 30, 2015. The Company used proceeds from the U.S. Credit Facility, along with cash on hand, to fund the special cash dividend.

#### Restrictions on Dividends

Both the U.S. Credit Facility and the Indenture governing the Senior Notes restrict, but do not prohibit, the Company from declaring dividends.

#### 14. INCENTIVE COMPENSATION

The Company sponsors a short-term incentive plan that provides the grant of either cash or share-based bonus awards payable upon achievement of specified performance goals (the “STIP”). Full-time, salaried exempt employees of the Company and its affiliates who are selected by the administering committee are eligible to participate in the STIP. The Company has accrued \$12.6 million in costs related to the STIP at June 26, 2016 related to cash bonus awards that could potentially be awarded during the remainder of 2016 and 2017.

The Company also sponsors a performance-based, omnibus long-term incentive plan that provides for the grant of a broad range of long-term equity-based and cash-based awards to the Company’s officers and other employees, members of the Board of Directors and any consultants (the “LTIP”). The equity-based awards that may be granted under the LTIP include “incentive stock options,” within the meaning of the Internal Revenue Code, nonqualified stock options, stock appreciation rights, restricted stock awards (“RSAs”) and restricted stock units (“RSUs”). At June 26, 2016, we have reserved approximately 5.1 million shares of common stock for future issuance under the LTIP.

The following awards were outstanding during the twenty-six weeks ended June 26, 2016:

Award Type	Benefit Plan	Awards Granted	Grant Date	Grant Date Fair Value per Award <sup>(a)</sup>	Vesting Condition	Vesting Date	Estimated Forfeiture Rate	Awards Forfeited to Date	Settlement Method
RSU	LTIP	449,217	02/19/2014	16.70	Service	12/31/2016	13.49%	86,458	Stock
RSU	LTIP	269,662	03/03/2014	17.18	Performance / Service	12/31/2017	12.34%	55,516	Stock
RSU	LTIP	158,226	02/26/2015	27.51	Performance / Service	12/31/2018	(b)	158,226	Stock
RSU	LTIP	251,136	03/30/2016	25.36	Performance / Service	12/31/2019	(c)	—	Stock

(a) The fair value of each RSA and RSU granted or vested represents the closing price of the Company's common stock on the respective grant date or vesting date.

(b) Performance conditions associated with these awards were not satisfied. Therefore, 100% of the awards were forfeited.

(c) The estimated forfeiture rate for these awards will be set if or when performance conditions associated with the awards are satisfied.

Compensation costs and the income tax benefit recognized for our share-based compensation arrangements are included below:

	Thirteen Weeks Ended		Twenty-Six Weeks Ended	
	June 26, 2016	June 28, 2015	June 26, 2016	June 28, 2015
(In thousands)				
Share-based compensation cost:				
Cost of sales	\$ 162	\$ 152	\$ 261	\$ 265
Selling, general and administrative expense	827	319	1,608	1,003
Total	\$ 989	\$ 471	\$ 1,869	\$ 1,268
Income tax benefit	\$ 293	\$ 116	\$ 550	\$ 359

The Company's RSA and RSU activity is included below:

	Twenty-Six Weeks Ended June 26, 2016		Twenty-Six Weeks Ended June 28, 2015	
	Number	Weighted Average Grant Date Fair Value	Number	Weighted Average Grant Date Fair Value
(In thousands, except weighted average fair values)				
<b>RSAs:</b>				
Outstanding at beginning of period	—	\$ —	30	\$ 8.72
Vested	—	—	(15)	8.72
Forfeited	—	—	(15)	8.72
Outstanding at end of period	—	\$ —	—	\$ —
<b>RSUs:</b>				
Outstanding at beginning of period	774	\$ 18.78	1,120	\$ 11.97
Granted	251	25.36	428	21.00
Vested	—	—	(671)	8.81
Forfeited	(193)	24.51	(85)	18.51
Outstanding at end of period	832	\$ 19.44	792	\$ 18.83

The total fair value of awards vested during the twenty-six weeks ended June 28, 2015 was \$22.4 million . No awards vested during the twenty-six weeks ended June 26, 2016 .

At June 26, 2016 , the total unrecognized compensation cost related to all nonvested awards was \$9.6 million . That cost is expected to be recognized over a weighted average period of 2.72 years.

Historically, we have issued new shares to satisfy award conversions.

#### 15. RELATED PARTY TRANSACTIONS

Pilgrim's has been and, in some cases, continues to be a party to certain transactions with affiliated companies.

	Thirteen Weeks Ended		Twenty-Six Weeks Ended	
	June 26, 2016	June 28, 2015	June 26, 2016	June 28, 2015
(In thousands)				
<b>JBS USA Food Company Holdings :</b>				
Letter of credit fees <sup>(a)</sup>	\$ —	\$ 317	\$ 202	\$ 634
<b>JBS USA Food Company:</b>				
Purchases from JBS USA Food Company <sup>(b)</sup>	26,377	26,714	\$ 46,888	\$ 54,294
Expenditures paid by JBS USA Food Company on behalf of Pilgrim’s Pride Corporation <sup>(c)</sup>	8,722	8,389	16,326	16,968
Sales to JBS USA Food Company <sup>(b)</sup>	4,114	5,377	7,416	12,245
Expenditures paid by Pilgrim’s Pride Corporation on behalf of JBS USA Food Company <sup>(c)</sup>	1,725	315	8,688	2,029
<b>JBS Chile Ltda.:</b>				
Sales to JBS Chile Ltda.	107	69	312	234
<b>JBS Global (UK) Ltd.:</b>				
Sales to JBS Global (UK) Ltd.	—	—	122	—

- (a) JBS USA Food Company Holdings (“JBS USA Holdings”) arranged for letters of credit to be issued on its account in the aggregate amount of \$56.5 million to an insurance company on behalf of the Company in order to allow that insurance company to return cash it held as collateral against potential workers’ compensation, auto liability and general liability claims. In return for providing this letter of credit, the Company has agreed to reimburse JBS USA Holdings for the letter of credit fees the Company would otherwise incur under its U.S. Credit Facility. The letter of credit arrangements for \$40.0 million and \$16.5 million were terminated on March 7, 2016 and April 1, 2016, respectively. For the twenty-six weeks ended June 26, 2016, the Company reimbursed JBS USA Holdings \$ 0.1 million for letter of credit fees.
- (b) We routinely execute transactions to both purchase products from JBS USA Food Company (“JBS USA”) and sell products to them. As of June 26, 2016 and December 27, 2015, the outstanding payable to JBS USA was \$4.1 million and \$7.0 million, respectively. As of June 26, 2016 and December 27, 2015, the outstanding receivable from JBS USA was \$1.8 million and \$2.6 million, respectively. As of June 26, 2016, approximately \$ 0.1 million of goods from JBS USA were in transit and not reflected on our Condensed Consolidated Balance Sheet.
- (c) The Company has an agreement with JBS USA to allocate costs associated with JBS USA’s procurement of SAP licenses and maintenance services for its combined companies. Under this agreement, the fees associated with procuring SAP licenses and maintenance services are allocated between the Company and JBS USA in proportion to the percentage of licenses used by each company. The agreement expires on the date of expiration, or earlier termination, of the underlying SAP license agreement. The Company also has an agreement with JBS USA to allocate the costs of supporting the business operations by one consolidated corporate team, which have historically been supported by their respective corporate teams. Expenditures paid by JBS USA on behalf of the Company will be reimbursed by the Company and expenditures paid by the Company on behalf of JBS USA will be reimbursed by JBS USA. This agreement expires on December 31, 2016.

The Company entered into a tax sharing agreement during 2014 with JBS USA Holdings effective for tax years starting in 2010. The net tax receivable of \$3.7 million for tax year 2015 was accrued in 2015 and paid in January 2016. The net tax receivable of \$3.8 million for tax years 2010 through 2014 was accrued in 2014 and paid in January 2015.

On June 25, 2015, the Company signed an intercompany revolving note to its indirect wholly-owned subsidiary, Pilgrim’s Pride S. de R.L. de C.V., in a principal amount of \$100.0 million. The note bears interest based on three-month LIBOR plus a margin of 2.5% and had a maturity date of June 24, 2020. The agreement was terminated in May 2016. The proceeds of the note were used to fund a portion of the purchase price of the acquisition of Tyson Mexico (as defined in “Note 2. Business Acquisition”). Interest is payable quarterly and principal is due upon maturity. The outstanding note balance eliminates upon consolidation. As of June 26, 2016, there was no outstanding borrowings.

## 16. COMMITMENTS AND CONTINGENCIES

We are a party to many routine contracts in which we provide general indemnities in the normal course of business to third parties for various risks. Among other considerations, we have not recorded a liability for any of these indemnities as based upon the likelihood of payment, the fair value of such indemnities would not have a material impact on our financial condition, results of operations and cash flows.

The Company is subject to various legal proceedings and claims which arise in the ordinary course of business. In the Company’s opinion, it has made appropriate and adequate accruals for claims where necessary; however, the ultimate liability for these matters is uncertain, and if significantly different than the amounts accrued, the ultimate outcome could have a material effect on the financial condition or results of operations of the Company. For a discussion of the material legal proceedings and claims, see Part II, Item 1. “Legal Proceedings.” Below is a summary of some of these material proceedings and claims. The Company believes it has substantial defenses to the claims made and intends to vigorously defend these cases.

### Tax Claims and Proceedings

In 2009, the IRS asserted claims against the Company totaling \$74.7 million . We entered into two Stipulations of Settled Issues agreements with the IRS on December 12, 2012 that accounted for approximately \$29.3 million of the claims and should result in no additional tax due.

In connection with the remaining \$45.4 million claimed by the IRS, we filed a petition in the U.S. Tax Court (“Tax Court”) on May 26, 2010 in response to a Notice of Deficiency that was issued to the Company as the successor in interest to Gold Kist. The Notice of Deficiency and the Tax Court proceeding related to an ordinary loss that Gold Kist claimed for its tax year ended June 26, 2004. On December 11, 2013, the Tax Court issued its opinion in the Tax Court case holding the loss that Gold Kist claimed for its tax year ended June 26, 2004 was capital in nature. On April 14, 2014, the Company appealed the Tax Court’s findings of fact and conclusions of law to the Fifth Circuit. On February 25, 2015, the Fifth Circuit issued its opinion, which reversed the Tax Court’s judgment and rendered judgment in favor of the Company. The IRS did not appeal the Fifth Circuit’s decision, which has become final, and no additional tax should be due in connection with this matter.

### **ERISA Claims and Proceedings**

Claims have been brought against certain current and former directors, executive officers and employees of the Company, the Pilgrim’s Pride Administrative Committee and the Pilgrim’s Pride Pension Committee seeking unspecified damages under section 502 of the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. §1132. These claims were brought by individual participants in the Pilgrim’s Pride Retirement Savings Plan, individually and on behalf of a putative class, alleging that the defendants breached fiduciary duties to plan participants and beneficiaries or otherwise violated ERISA. Although the Company is not a named defendant in these claims, our bylaws require us to indemnify our current and former directors and officers from any liabilities and expenses incurred by them in connection with actions they took in good faith while serving as an officer or director. In these actions, the plaintiffs assert claims in excess of \$35.0 million . The likelihood of an unfavorable outcome or the amount or range of any possible loss to the Company cannot be determined at this time.

## **ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

### **Description of the Company**

We are one of the largest chicken producers in the world, with operations in the United States (“U.S.”), Mexico and Puerto Rico. We operate feed mills, hatcheries, processing plants and distribution centers in 12 U.S. states, Puerto Rico and Mexico. As of June 26, 2016 , we had approximately 37,700 employees and the capacity to process more than 37 million birds per five-day work week for a total of more than 11 billion pounds of live chicken annually. Approximately 4,035 contract growers supply poultry for our operations. As of June 26, 2016 , JBS S.A., through its indirect wholly-owned subsidiaries (together, “JBS”), beneficially owned 76.8% of our outstanding common stock. See “Note 1. Description of Business and Basis of Presentation” of our Condensed Consolidated Financial Statements included in this quarterly report for additional information.

We operate on a 52/53-week fiscal year that ends on the Sunday falling on or before December 31. The reader should assume any reference we make to a particular year (for example, 2016) in this report applies to our fiscal year and not the calendar year.

### **Executive Summary**

We reported net income attributable to Pilgrim’s Pride Corporation of \$152.9 million , or \$0.60 per diluted common share, for the thirteen weeks ended June 26, 2016 . These operating results included gross profit of \$286.1 million . During the thirteen weeks ended June 26, 2016 , we generated \$111.1 million of cash from operations.

We reported net income attributable to Pilgrim’s Pride Corporation of \$271.3 million , or \$1.06 per diluted common share, for the twenty-six weeks ended June 26, 2016 . These operating results included gross profit of \$523.7 million . During the twenty-six weeks ended June 26, 2016 , we generated \$289.0 million of cash from operations.

Market prices for feed ingredients remain volatile. Consequently, there can be no assurance that our feed ingredients prices will not increase materially and that such increases would not negatively impact our financial position, results of operations and cash flow. The following table compares the highest and lowest prices reached on nearby futures for one bushel of corn and one ton of soybean meal during the current year and previous two years:

	Corn		Soybean Meal	
	Highest Price	Lowest Price	Highest Price	Lowest Price
2016:				
Second Quarter	\$ 4.38	\$ 3.52	\$ 418.30	\$ 266.80
First Quarter	3.73	3.52	275.30	257.20
2015:				
Fourth Quarter	3.98	3.58	320.70	269.00
Third Quarter	4.34	3.48	374.80	302.40
Second Quarter	4.10	3.53	326.40	286.50
First Quarter	4.13	3.70	377.40	317.50
2014:				
Fourth Quarter	4.14	3.21	411.60	304.60
Third Quarter	4.24	3.23	464.20	307.20
Second Quarter	5.16	4.39	506.00	448.40
First Quarter	4.92	4.12	470.50	416.50

We purchase derivative financial instruments, specifically exchange-traded futures and options, in an attempt to mitigate price risk related to our anticipated consumption of commodity inputs such as corn, soybean meal, sorghum, wheat, soybean oil and natural gas. We will sometimes take a short position on a derivative instrument to minimize the impact of a commodity's price volatility on our operating results. We will also occasionally purchase derivative financial instruments in an attempt to mitigate currency exchange rate exposure related to the financial statements of our Mexico operations that are denominated in Mexican pesos. We do not designate derivative financial instruments that we purchase to mitigate commodity purchase or currency exchange rate exposures as cash flow hedges; therefore, we recognize changes in the fair value of these derivative financial instruments immediately in earnings. During the thirteen weeks ended June 26, 2016 and June 28, 2015, we recognized net gains totaling \$1.8 million and \$5.6 million, respectively, related to changes in the fair values of our derivative financial instruments.

Although changes in the market price paid for feed ingredients impact cash outlays at the time we purchase the ingredients, such changes do not immediately impact cost of sales. The cost of feed ingredients is recognized in cost of sales, on a first-in-first-out basis, at the same time that the sales of the chickens that consume the feed grains are recognized. Thus, there is a lag between the time cash is paid for feed ingredients and the time the cost of such feed ingredients is reported in cost of goods sold. For example, corn delivered to a feed mill and paid for one week might be used to manufacture feed the following week. However, the chickens that eat that feed might not be processed and sold for another 42 to 63 days, and only at that time will the costs of the feed consumed by the chicken become included in cost of goods sold.

Commodities such as corn, soybean meal, sorghum, wheat and soybean oil are actively traded through various exchanges with future market prices quoted on a daily basis. These quoted market prices, although a good indicator of the commodity's base price, do not represent the final price for which we can purchase these commodities. There are several components in addition to the quoted market price, such as freight, storage and seller premiums, that are included in the final price that we pay for grain. Although changes in quoted market prices may be a good indicator of the commodity's base price, the components mentioned above may have a significant impact on the total change in grain costs recognized from period to period.

Market prices for chicken products are currently at levels sufficient to offset the costs of feed ingredients. However, there can be no assurance that chicken prices will not decrease due to such factors as competition from other proteins and substitutions by consumers of non-protein foods because of uncertainty surrounding the general economy and unemployment.

## Recent Developments

*Tyson Mexico Acquisition* . On June 29, 2015, we acquired, indirectly through certain of our Mexican subsidiaries, 100% of the equity of Provemex Holding LLC and its subsidiaries (together, “Tyson Mexico”) from Tyson Foods, Inc. and certain of its subsidiaries for cash. Tyson Mexico is a vertically integrated poultry business based in Gomez Palacio, Durango, Mexico. The acquired business has a production capacity of 2.5 million birds per five-day work week in its three plants and employs more than 4,500 people in its plants, offices and seven distribution centers. The acquisition further strengthens our strategic position in the Mexico chicken market. We plan to keep all current labor contracts in place. The results of operations of the acquired business since June 29, 2015 are included in our Condensed Consolidated Statements of Operations. Net sales generated by the acquired business during the thirteen and twenty-six weeks ended June 26, 2016 totaled \$15.2 million and \$118.1 million , respectively. This significant decrease in net sales during the thirteen weeks ended June 26, 2016 resulted from a shift in sales activity from the acquired business to our legacy business operating in Mexico. The acquired business incurred a net loss during the thirteen and twenty-six weeks ended June 26, 2016 totaling \$0.2 million and \$0.4 million , respectively.

*Special Cash Dividend*. On May 18, 2016, we paid a special cash dividend from retained earnings of approximately \$700.0 million , or \$2.75 per share, to stockholders of record on May 10, 2016. We used proceeds from the U.S. Credit Facility (defined below), along with cash on hand, to fund the special cash dividend. For additional information, see “Note 13. Stockholders' Equity - Special Cash Dividends” of our Condensed Consolidated Financial Statements included in this quarterly report.

*Prepared Foods Recall and Production*. During the twenty-six weeks ended June 26, 2016, we ordered a recall of approximately 5.6 million pounds of cooked chicken products after consumers and federal meat inspectors found contamination by certain foreign materials, including wood, plastic, rubber and metal, at one of our prepared foods facilities. At this time, there have been no confirmed reports of adverse reactions from the consumption of the recalled products. We are still assessing the full impact of this recall, and we have not included any of these expenses in our 2016 results. We currently do not expect that the recall and its direct effects will have a material impact on our financial position or results of operations. Unrelated to the recall, we also made operational improvements in one of our prepared foods facilities that negatively impacted production during the thirteen weeks ended June 26, 2016, but positioned that facility for future long-term growth.

## Business Segment and Geographic Reporting

We operate in one reportable business segment, as a producer and seller of chicken products we either produce or purchase for resale in the U.S., Puerto Rico and Mexico. We conduct separate operations in the U.S., Puerto Rico and Mexico; however, for geographic reporting purposes, we include Puerto Rico within our U.S. operations. Corporate expenses are allocated to Mexico based upon various apportionment methods for specific expenditures incurred related thereto with the remaining amounts allocated to the U.S.

## Results of Operations

### *Thirteen Weeks Ended June 26, 2016 Compared to Thirteen Weeks Ended June 28, 2015*

*Net sales*. Net sales generated in the thirteen weeks ended June 26, 2016 decreased \$25.6 million , or 1.2% , from net sales generated in the thirteen weeks ended June 28, 2015 . The following table provides net sales information:

Sources of net sales	Thirteen Weeks Ended June 26, 2016	Change from Thirteen Weeks Ended June 28, 2015	
		Amount	Percent
(In thousands, except percent data)			
United States	\$ 1,677,445	\$ (161,414)	(8.8)% (a)
Mexico	350,870	135,853	63.2 % (b)
Total net sales	\$ 2,028,315	\$ (25,561)	(1.2)%

- (a) U.S. net sales generated in the thirteen weeks ended June 26, 2016 decreased \$161.4 million , or 8.8% , from U.S. net sales generated in the thirteen weeks ended June 28, 2015 primarily because of decreased sales volume. The decrease in sales volume contributed \$101.3 million, or 5.5 percentage points, to the net sales decrease. The decrease in sales volume was partially due to production limitations caused by operational improvements in one of our prepared foods facilities during the period. Lower net sales per pound, which reflects a slight shift in product mix toward lower-priced fresh chicken products when compared to the same period in the prior year, contributed \$60.2 million, or 3.2 percentage points, to the net sales decrease. Included in U.S. net sales generated during the thirteen weeks ended June 26, 2016 and June 28, 2015 were net sales to JBS USA Food Company totaling \$4.1 million and \$5.4 million , respectively.
- (b) Mexico net sales generated in the thirteen weeks ended June 26, 2016 increased \$135.9 million , or 63.2% , from Mexico net sales generated in the thirteen weeks ended June 28, 2015 primarily because of an increase in sales volume and an increase in net sales per pound partially offset by the impact of foreign currency translation. The increase in sales volume contributed \$167.8 million, or 78.1 percentage points, to the increase in net sales.

The increase in net sales per pound contributed \$30.5 million, or 14.2 percentage points to the increase in net sales. The impact of foreign currency translation contributed \$62.5 million, or 29.1 percentage points, to the decrease in net sales. Other factors affecting the increase in Mexico net sales were immaterial.

*Gross profit.* Gross profit decreased by \$145.9 million, or 33.8%, from \$432.0 million generated in the thirteen weeks ended June 28, 2015 to \$286.1 million generated in the thirteen weeks ended June 26, 2016. The following tables provide information regarding gross profit and cost of sales information:

Components of gross profit	Thirteen Weeks Ended June 26, 2016	Change from Thirteen Weeks Ended June 28, 2015		Percent of Net Sales Thirteen Weeks Ended	
		Amount	Percent	June 26, 2016	June 28, 2015
In thousands, except percent data					
Net sales	\$ 2,028,315	\$ (25,561)	(1.2)%	100.0%	100.0%
Cost of sales	1,742,184	120,328	7.4 %	85.9%	79.0% (a)(b)
Gross profit	\$ 286,131	\$ (145,889)	(33.8)%	14.1%	21.0%

Sources of gross profit	Thirteen Weeks Ended June 26, 2016	Change from Thirteen Weeks Ended June 28, 2015	
		Amount	Percent
(In thousands, except percent data)			
United States	\$ 206,176	\$ (178,014)	(46.3)% (a)
Mexico	79,931	32,125	67.2 % (b)
Elimination	24	—	— %
Total gross profit	\$ 286,131	\$ (145,889)	(33.8)%

Sources of cost of sales	Thirteen Weeks Ended June 26, 2016	Change from Thirteen Weeks Ended June 28, 2015	
		Amount	Percent
(In thousands, except percent data)			
United States	\$ 1,471,269	\$ 16,600	1.1% (a)
Mexico	270,939	103,728	62.0% (b)
Elimination	(24)	—	—%
Total cost of sales	\$ 1,742,184	\$ 120,328	7.4%

- (a) Cost of sales incurred by the U.S. operations during the thirteen weeks ended June 26, 2016 increased \$16.6 million, or 1.1%, from cost of sales incurred by the U.S. operations during the thirteen weeks ended June 28, 2015. Cost of sales primarily increased because of a \$20.9 million increase in wage and benefits costs, a \$8.7 million increase in contract labor costs, a \$5.9 million increase in contract grower costs, derivative gains of \$1.7 million recognized in the thirteen weeks ended June 26, 2016 as compared to derivative gains of \$5.6 million recognized in the thirteen weeks ended June 28, 2015, a \$3.8 million increase in repairs and maintenance costs, a \$3.3 million increase in supplies and equipment costs, a \$2.5 million increase in co-pack labor and meat costs, and a \$1.7 million increase in rent and lease costs. These increases in cost of sales components were partially offset by a \$28.8 million decrease in feed ingredients costs, and a \$6.3 million decrease in freight and storage costs. Other factors affecting cost of sales were individually immaterial.
- (b) Cost of sales incurred by the Mexico operations during the thirteen weeks ended June 26, 2016 increased \$103.7 million, or 62.0%, from cost of sales incurred by the Mexico operations during the thirteen weeks ended June 28, 2015. Cost of sales primarily increased because of increased sales and feed ingredients costs. Cost of sales increased because of a \$17.4 million increase in wages and benefits, a \$6.9 million increase in depreciation and amortization costs, a \$6.3 million increase in freight and storage, a \$5.6 million increase in contract grower costs, and a \$5.0 million increase in utilities. Increases to cost of sales were primarily offset because of the impact of foreign currency translation, which contributed \$48.2 million, or 28.9 percentage points, to the decrease in cost of sales. Other factors affecting cost of sales were individually immaterial.

*Operating income.* Operating income decreased by \$141.8 million, or 37.5%, from \$378.4 million generated in the thirteen weeks ended June 28, 2015 to \$236.6 million generated in the thirteen weeks ended June 26, 2016. The following tables provide information regarding operating income, SG&A expense and administrative restructuring charges:



Components of operating income	Thirteen Weeks Ended June 26, 2016	Change from Thirteen Weeks Ended June 28, 2015		Percent of Net Sales	
		Amount	Percent	Thirteen Weeks Ended	
				June 26, 2016	June 28, 2015
(In thousands, except percent data)					
Gross profit	\$ 286,131	\$ (145,889)	(33.8)%	14.1%	21.0%
SG&A expense	49,520	686	1.4 %	2.4%	2.4% (a)(b)
Administrative restructuring charges	—	(4,813)	— %	—%	0.2% (c)
Operating income	<u>\$ 236,611</u>	<u>\$ (141,762)</u>	<u>(37.5)%</u>	<u>11.7%</u>	<u>18.4%</u>

Sources of operating income	Thirteen Weeks Ended June 26, 2016	Change from Thirteen Weeks Ended June 28, 2015	
		Amount	Percent
(In thousands, except percent data)			
United States	\$ 164,494	\$ (171,289)	(51.0)%
Mexico	72,093	29,527	69.4 %
Elimination	24	—	— %
Total operating income	<u>\$ 236,611</u>	<u>\$ (141,762)</u>	<u>(37.5)%</u>

Sources of SG&A expense	Thirteen Weeks Ended June 26, 2016	Change from Thirteen Weeks Ended June 28, 2015	
		Amount	Percent
(In thousands, except percent data)			
United States	\$ 41,682	\$ (1,912)	(4.4)% (a)
Mexico	7,838	2,598	49.6 % (b)
Total SG&A expense	<u>\$ 49,520</u>	<u>\$ 686</u>	<u>1.4 %</u>

Sources of administrative restructuring charges	Thirteen Weeks Ended June 26, 2016	Change from Thirteen Weeks Ended June 28, 2015	
		Amount	Percent
(In thousands, except percent data)			
United States	\$ —	\$ (4,813)	(100.0)% (c)
Mexico	—	—	— %
Total administrative restructuring charges	<u>\$ —</u>	<u>\$ (4,813)</u>	<u>(100.0)%</u>

- (a) SG&A expense incurred by the U.S. operations during the thirteen weeks ended June 26, 2016 decreased \$1.9 million, or 4.4%, from SG&A expense incurred by the U.S. operations during the thirteen weeks ended June 28, 2015, primarily because of a \$2.3 million decrease in brokerage expenses and a \$0.5 million decrease in outside services expenses. These decreases were partially offset by a \$1.2 million increase in professional fees and a \$0.5 million increase in advertising and promotion expense. Other factors affecting SG&A expense were individually immaterial.
- (b) SG&A expense incurred by the Mexico operations during the thirteen weeks ended June 26, 2016 increased \$2.6 million, or 49.6%, from SG&A expense incurred by the Mexico operations during the thirteen weeks ended June 28, 2015 primarily because of a \$1.0 million increase in employee relations, a \$0.6 million increase in wages and benefits, a \$0.5 million increase in contract labor and a \$0.4 million loss on asset disposal. Other factors affecting SG&A expense were individually immaterial.
- (c) Administrative restructuring charges incurred by the U.S. operations during the thirteen weeks ended June 28, 2015 represented impairment costs of \$4.8 million related to assets held for sale in Louisiana and Texas.

*Net interest expense.* Net interest expense increased 6.1% to \$10.9 million recognized in the thirteen weeks ended June 26, 2016 from \$10.2 million recognized in the thirteen weeks ended June 28, 2015 primarily because of an increase in average borrowings compared to the same period in the prior year. Average borrowings increased from \$1.0 billion in the thirteen weeks ended June 28, 2015 to \$1.1 billion in the thirteen weeks ended June 26, 2016 due to increased borrowings related to our Senior Notes and U.S. Credit Facility term notes. The weighted average interest rate was 3.7% in the thirteen weeks ended June 28, 2015 and June 26, 2016.

*Income taxes.* Income tax expense decreased to \$78.4 million, a 33.9% effective tax rate, for the thirteen weeks ended June 26, 2016 compared to income tax expense of \$129.1 million, a 34.8% effective tax rate, for the thirteen weeks ended June 28, 2015. The decrease in income tax expense in 2016 resulted primarily from a decrease in pre-tax income.

Twenty-Six Weeks Ended June 26, 2016 Compared to Twenty-Six Weeks Ended June 28, 2015

*Net sales.* Net sales generated in the twenty-six weeks ended June 26, 2016 decreased \$115.5 million , or 2.8% , from net sales generated in the twenty-six weeks ended June 28, 2015 . The following table provides net sales information:

Sources of net sales	Twenty-Six Weeks Ended June 26, 2016	Change from Twenty-Six Weeks Ended June 28, 2015	
		Amount	Percent
(In thousands, except percent data)			
United States	\$ 3,347,726	\$ (333,891)	(9.1)% (a)
Mexico	643,526	218,348	51.4 % (b)
Total net sales	\$ 3,991,252	\$ (115,543)	(2.8)%

- (a) U.S. net sales generated in the twenty-six weeks ended June 26, 2016 decreased \$333.9 million , or 9.1% , from U.S. net sales generated in the twenty-six weeks ended June 28, 2015 primarily because of decrease in sales volume and a decrease net sales per pound. The decrease in sales volume contributed \$170.3 million, or 4.6 percentage points, to the decrease in net sales. The decrease in sales volume was partially due to production limitations caused by operational improvements in one of our prepared foods facilities during the period. Lower net sales per pound, which reflects a slight shift in product mix toward lower-priced fresh chicken products when compared to the same period in the prior year, contributed \$163.6 million, or 4.4 percentage points, to the net sales decrease. Included in U.S. net sales generated during the twenty-six weeks ended June 26, 2016 and June 28, 2015 were net sales to JBS USA Food Company totaling \$7.4 million and \$12.2 million , respectively.
- (b) Mexico net sales generated in the twenty-six weeks ended June 26, 2016 increased \$218.3 million , or 51.4% , from Mexico net sales generated in the twenty-six weeks ended June 28, 2015 primarily because of an increase in sales volume and an increase in net sales per pound partially offset by the impact of foreign currency translation. The increase in sales volume contributed \$336.7 million, or 79.2 percentage points, to the increase in net sales. The increase in net sales per pound contributed \$4.5 million, or 1.0 percentage points, to the increase in net sales. The impact of foreign currency translation contributed \$122.8 million, or 28.9 percentage points, to the decrease in net sales. Other factors affecting the increase in Mexico net sales were immaterial.

*Gross profit.* Gross profit decreased by \$285.4 million , or 35.3% , from \$809.1 million generated in the twenty-six weeks ended June 28, 2015 to \$523.7 million generated in the twenty-six weeks ended June 26, 2016 . The following tables provide information regarding gross profit and cost of sales information:

Components of gross profit	Twenty-Six Weeks Ended June 26, 2016	Change from Twenty-Six Weeks Ended June 28, 2015		Percent of Net Sales	
		Amount	Percent	June 26, 2016	June 28, 2015
(In thousands, except percent data)					
Net sales	\$ 3,991,252	\$ (115,543)	(2.8)%	100.0%	100.0%
Cost of sales	3,467,559	169,904	5.2 %	86.9%	80.3% (a)(b)
Gross profit	\$ 523,693	\$ (285,447)	(35.3)%	13.1%	19.7%

Sources of gross profit	Twenty-Six Weeks Ended June 26, 2016	Change from Twenty-Six Weeks Ended June 28, 2015	
		Amount	Percent
(In thousands, except percent data)			
United States	\$ 422,502	\$ (300,240)	(41.5)% (a)
Mexico	101,143	14,793	17.1 % (b)
Elimination	48	—	— %
Total gross profit	\$ 523,693	\$ (285,447)	(35.3)%

Sources of cost of sales	Twenty-Six Weeks Ended June 26, 2016	Change from Twenty-Six Weeks Ended June 28, 2015	
		Amount	Percent
(In thousands, except percent data)			
United States	\$ 2,925,224	\$ (33,652)	(1.1)% (a)
Mexico	542,383	203,556	60.1 % (b)
Elimination	(48)	—	— %
Total cost of sales	\$ 3,467,559	\$ 169,904	5.2 %

- (a) Cost of sales incurred by the U.S. operations during twenty-six weeks ended June 26, 2016 decreased \$33.7 million, or 1.1%, from cost of sales incurred by the U.S. operations during the twenty-six weeks ended June 28, 2015. Cost of sales decreased primarily because of a \$88.7 million decrease in feed ingredients costs, a \$11.5 million decrease in freight and storage costs, a \$4.2 million decrease in vehicle costs, and a \$2.4 million decrease in utilities costs. These decreases in cost of sales were primarily offset by derivative gains of \$5.9 million recognized in the twenty-six weeks ended June 26, 2016 as compared to derivative gains of \$28.7 million recognized in the twenty-six weeks ended June 28, 2015, a \$18.6 million increase in wage and benefits costs, a \$14.9 million increase in contract labor costs, a \$7.9 million increase in supplies and equipment cost, a \$7.0 million increase in contract grower costs, and a \$6.3 million increase in repairs and maintenance costs. Other factors affecting cost of sales were individually immaterial.
- (b) Cost of sales incurred by the Mexico operations during the twenty-six weeks ended June 26, 2016 increased \$203.6 million, or 60.1%, from cost of sales incurred by the Mexico operations during the twenty-six weeks ended June 28, 2015. Cost of sales primarily increased because of increased sales and feed ingredients costs. Cost of sales increased because of a \$27.6 million increase in wages and benefits, a \$11.4 million increase in depreciation and amortization costs, a \$12.7 million increase in freight and storage, a \$7.5 million increase in contract grower costs, and a \$7.2 million increase in utilities. Increases to cost of sales were primarily offset because of the impact of foreign currency translation, which contributed \$103.5 million, or 16.8 percentage points to the decrease in cost of sales. Other factors affecting cost of sales were individually immaterial.

*Operating income.* Operating income decreased by \$280.6 million, or 39.7%, from \$706.0 million generated in the twenty-six weeks ended June 28, 2015 to \$425.4 million generated in the twenty-six weeks ended June 26, 2016. The following tables provide information regarding operating income, SG&A expense and administrative restructuring charges:

Components of operating income	Twenty-Six Weeks Ended June 26, 2016	Change from Twenty-Six Weeks Ended June 28, 2015		Percent of Net Sales	
		Amount	Percent	Twenty-Six Weeks Ended	
				June 26, 2016	June 28, 2015
(In thousands, except percent data)					
Gross profit	\$ 523,693	\$ (285,447)	(35.3)%	13.1%	19.7%
SG&A expense	98,308	(33)	—%	2.5%	2.4% (a)(b)
Administrative restructuring charges	—	(4,813)	(100.0)%	—%	0.1% (c)
Operating income	<u>\$ 425,385</u>	<u>\$ (280,601)</u>	<u>(39.7)%</u>	<u>10.6%</u>	<u>17.2%</u>

Sources of operating income	Twenty-Six Weeks Ended June 26, 2016	Change from Twenty-Six Weeks Ended June 28, 2015	
		Amount	Percent
		(In thousands, except percent data)	
United States	\$ 339,084	\$ (290,353)	(46.1)%
Mexico	86,253	9,752	12.7%
Elimination	48	—	—%
Total operating income	<u>\$ 425,385</u>	<u>\$ (280,601)</u>	<u>(39.7)%</u>

Sources of SG&A expense	Twenty-Six Weeks Ended June 26, 2016	Change from Twenty-Six Weeks Ended June 28, 2015	
		Amount	Percent
		(In thousands, except percent data)	
United States	\$ 83,418	\$ (5,074)	(5.7)% (a)
Mexico	14,890	5,041	51.2% (b)
Total SG&A expense	<u>\$ 98,308</u>	<u>\$ (33)</u>	<u>—%</u>

Sources of administrative restructuring charges	Twenty-Six Weeks Ended June 26, 2016	Change from Twenty-Six Weeks Ended June 28, 2015	
		Amount	Percent
		(In thousands, except percent data)	
United States	\$ —	\$ (4,813)	(100.0)% (c)
Mexico	—	—	—%
Total administrative restructuring charges	<u>\$ —</u>	<u>\$ (4,813)</u>	<u>(100.0)%</u>

- (a) SG&A expense incurred by the U.S. operations during the twenty-six weeks ended June 26, 2016 decreased \$5.1 million, or 5.7%, from SG&A expense incurred by the U.S. operations during the twenty-six weeks ended June 28, 2015 primarily because of a \$3.7 million decrease in brokerage expenses, a \$1.1 million decrease in wages and benefits, and \$1.1 million decrease in outside services expense. These decreases were partially offset by an increase in advertising and promotion expenses. Other factors affecting SG&A expense were individually immaterial.
- (b) SG&A expense incurred by the Mexico operations during the twenty-six weeks ended June 26, 2016 increased \$5.0 million, or 51.2%, from SG&A expense incurred by the Mexico operations during the twenty-six weeks ended June 28, 2015 primarily because of a \$2.9 million increase in wages

and benefits, a \$1.6 million increase in employee relations expense, and a \$0.5 million increase in contract labor expense. Other factors affecting SG&A expense were individually immaterial.

- (c) Administrative restructuring charges incurred by the U.S. operations during the twenty-six weeks ended June 28, 2015 represented impairment costs of \$4.8 million related to assets held for sale in Louisiana and Texas.

*Net interest expense.* Net interest expense increased 6.1% to \$22.2 million recognized in the twenty-six weeks ended June 26, 2016 from \$13.6 million recognized in the twenty-six weeks ended June 28, 2015 primarily because of an increase in average borrowings compared to the same period in the prior year. Average borrowings increased from \$861.3 million in the twenty-six weeks ended June 28, 2015 to \$1.0 billion in the twenty-six weeks ended June 26, 2016 due to increased borrowings related to our Senior Notes and U.S. Credit Facility term notes. The increase in higher average borrowings was partially offset by a decrease in the weighted average interest rate. The weighted average interest rate decreased from 4.3% in the twenty-six weeks ended June 28, 2015 to 3.7% in the twenty-six weeks ended June 26, 2016 .

*Income taxes.* Income tax expense decreased to \$141.0 million , a 34.2% effective tax rate, for the twenty-six weeks ended June 26, 2016 compared to income tax expense of \$240.6 million , a 35.1% effective tax rate, for the twenty-six weeks ended June 28, 2015 . The decrease in income tax expense in 2016 resulted primarily from a decrease in pre-tax income.

## Liquidity and Capital Resources

The following table presents our available sources of liquidity as of June 26, 2016 :

Source of Liquidity	Facility Amount	Amount Outstanding	Amount Available
	(In millions)		
Cash and cash equivalents			\$ 41.0
Borrowing arrangements:			
U.S. Credit Facility	\$ 700.0	\$ 52.1	571.0 (a)
Mexico Credit Facility	79.2	79.2	— (b)

- (a) Actual borrowings under our U.S. Credit Facility (as described below) are subject to a borrowing base, which is a formula based on certain eligible inventory and eligible receivables. The borrowing base in effect at June 26, 2016 was \$665.8 million . Availability under the U.S. Credit Facility is also reduced by our outstanding standby letters of credit. Standby letters of credit outstanding at June 26, 2016 totaled \$42.7 million .

- (b) As of June 26, 2016 , the U.S. dollar-equivalent amount available under the Mexico Credit Facility (as described below) was \$79.2 million. The Mexico Credit Facility provides for a loan commitment of 1.5 billion Mexican pesos.

## Long-Term Debt and Other Borrowing Arrangements

### Senior Notes

On March 11, 2015, the Company completed a sale of \$500.0 million aggregate principal amount of its 5.75% senior notes due 2025 (the “Senior Notes”). The Company used the net proceeds from the sale of the Senior Notes to repay \$350.0 million and \$150.0 million of the term loan indebtedness under the U.S. Credit Facility (defined below) on March 12, 2015 and April 22, 2015, respectively. The Notes were sold to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and outside the United States to non-U.S. persons pursuant to Regulation S under the Securities Act.

The Senior Notes are governed by, and were issued pursuant to, an indenture dated as of March 11, 2015 by and among the Company, its guarantor subsidiary and Wells Fargo Bank, National Association, as trustee (the “Indenture”). The Indenture provides, among other things, that the Senior Notes bear interest at a rate of 5.75% per annum from the date of issuance until maturity, payable semi-annually in cash in arrears, beginning on September 15, 2015. The Senior Notes are guaranteed on a senior unsecured basis by the Company’s guarantor subsidiary. In addition, any of the Company’s other existing or future domestic restricted subsidiaries that incur or guarantee any other indebtedness (with limited exceptions) must also guarantee the Senior Notes. The Senior Notes and related guarantees are unsecured senior obligations of the Company and its guarantor subsidiary and rank equally with all of the Company’s and its guarantor subsidiary’s other unsubordinated indebtedness. The Senior Notes and the Indenture also contain customary covenants and events of default, including failure to pay principal or interest on the Senior Notes when due, among others.

### U.S. Credit Facility

On February 11, 2015, the Company and its subsidiaries, To-Ricos, Ltd. and To-Ricos Distribution, Ltd., entered into a Second Amended and Restated Credit Agreement (the “U.S. Credit Facility”) with Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., Rabobank Nederland, New York Branch (“Rabobank”), as administrative agent, and the other lenders party thereto. The U.S. Credit Facility provides for a revolving loan commitment of up to \$700.0 million and a term loan

commitment of up to \$1.0 billion (the “Term Loans”). The U.S. Credit Facility also includes an accordion feature that allows the Company, at any time, to increase the aggregate revolving loan and term loan commitments by up to an additional \$1.0 billion, subject to the satisfaction of certain conditions, including obtaining the lenders’ agreement to participate in the increase.

The revolving loan commitment under the U.S. Credit Facility matures on February 10, 2020. All principal on the Term Loans is due at maturity on February 10, 2020. No installments of principal are required to be made prior to the maturity date of the Term Loans. Covenants in the U.S. Credit Facility also require the Company to use the proceeds it receives from certain asset sales and specified debt or equity issuances and upon the occurrence of other events to repay outstanding borrowings under the U.S. Credit Facility. The Company had Term Loans outstanding totaling \$500.0 million as of June 26, 2016.

The U.S. Credit Facility includes a \$75.0 million sub-limit for swingline loans and a \$125.0 million sub-limit for letters of credit. Outstanding borrowings under the revolving loan commitment and the Term Loans bear interest at a per annum rate equal to (i) in the case of LIBOR loans, LIBOR plus 1.50% through June 26, 2016 and, based on the Company’s net senior secured leverage ratio, between LIBOR plus 1.25% and LIBOR plus 2.75% and (ii) in the case of alternate base rate loans, the base rate plus 0.50% through June 26, 2016 and, based on the Company’s net senior secured leverage ratio, between the base rate plus 0.25% and base rate plus 1.75% thereafter.

Actual borrowings by the Company under the revolving loan commitment of the U.S. Credit Facility are subject to a borrowing base, which is a formula based on certain eligible inventory, eligible receivables and restricted cash under the control of Rabobank, in its capacity as administrative agent. The borrowing base formula will be reduced by the sum of (i) inventory reserves, (ii) rent and collateral access reserves, and (iii) any amount more than 15 days past due that is owed by the Company or its subsidiaries to any person on account of the purchase price of agricultural products or services (including poultry and livestock) if that person is entitled to any grower’s or producer’s lien or other security arrangement. As of June 26, 2016, the applicable borrowing base was \$665.8 million and the amount available for borrowing under the revolving loan commitment was \$571.0 million. The Company had letters of credit of \$42.7 million and \$52.1 million outstanding borrowings under the revolving loan commitment as of June 26, 2016.

The U.S. Credit Facility contains financial covenants and various other covenants that may adversely affect the Company’s ability to, among other things, incur additional indebtedness, incur liens, pay dividends or make certain restricted payments, consummate certain assets sales, enter into certain transactions with JBS and the Company’s other affiliates, merge, consolidate and/or sell or dispose of all or substantially all of our assets. The U.S. Credit Facility requires the Company to comply with a minimum level of tangible net worth covenant. The U.S. Credit Facility also provides that we may not incur capital expenditures in excess of \$500.0 million in any fiscal year. The Company is currently in compliance with the covenants under the U.S. Credit Facility.

All obligations under the U.S. Credit Facility continue to be unconditionally guaranteed by certain of the Company’s subsidiaries and continue to be secured by a first priority lien on (i) the accounts receivable and inventory of our company and its non-Mexico subsidiaries, (ii) 100% of the equity interests in our domestic subsidiaries, To-Ricos, Ltd. and To-Ricos Distribution, Ltd., and 65% of the equity interests in our direct foreign subsidiaries and (iii) substantially all of the assets of the Company and the guarantors under the U.S. Credit Facility.

#### **Mexico Credit Facility**

On July 23, 2014, certain of our Mexican subsidiaries entered into an unsecured credit agreement (the “Mexico Credit Facility”) with BBVA Bancomer, S.A. Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer, as lender. The loan commitment under the Mexico Credit Facility is \$ 1.5 billion Mexican pesos. Outstanding borrowings under the Mexico Credit Facility will accrue interest at a rate equal to the Interbank Equilibrium Interest Rate plus 0.90%. The Mexico Credit Facility will mature on July 23, 2017. As of June 26, 2016, the U.S. dollar-equivalent loan commitment under the Mexico Credit Facility was \$79.2 million, and there were \$79.2 million outstanding borrowings under the Mexico Credit Facility that bear interest at a per annum rate of 4.99%. As of June 26, 2016, there was no borrowing availability.

## Off-Balance Sheet Arrangements

We maintain operating leases for various types of equipment, some of which contain residual value guarantees for the market value of assets at the end of the term of the lease. The terms of the lease maturities range from one to ten years. We estimate the maximum potential amount of the residual value guarantees is approximately \$6.5 million; however, the actual amount would be offset by any recoverable amount based on the fair market value of the underlying leased assets. No liability has been recorded related to this contingency as the likelihood of payments under these guarantees is not considered to be probable, and the fair value of the guarantees is immaterial. We historically have not experienced significant payments under similar residual guarantees.

We are a party to many routine contracts in which we provide general indemnities in the normal course of business to third parties for various risks. Among other considerations, we have not recorded a liability for any of these indemnities as, based upon the likelihood of payment, the fair value of such indemnities would not have a material impact on our financial condition, results of operations and cash flows.

## Historical Flow of Funds

Cash provided by operating activities was \$289.0 million and \$588.1 million for the twenty-six weeks ended June 26, 2016 and June 28, 2015, respectively. The decrease in cash flows provided by operating activities was primarily a result of decreased net income for the twenty-six weeks ended June 26, 2016 as compared to the twenty-six weeks ended June 28, 2015 and an increase in net operating assets for the twenty-six weeks ended June 26, 2016 as compared to a decrease in net operating assets for the twenty-six weeks ended June 28, 2015. The impact of net income and net operating assets on cash provided by operating activities was partially offset by increased net noncash expenses for the twenty-six weeks ended June 26, 2016 as compared to the twenty six weeks ended June 28, 2015.

Trade accounts and other receivables, including accounts receivable from related parties, decreased \$6.6 million, or 1.9%, to \$345.1 million at June 26, 2016 from \$351.7 million at December 27, 2015. The change resulted primarily from a decrease in sales generated in the two weeks ended June 26, 2016 as compared to sales generated in the two weeks ended December 27, 2015. Trade accounts and other receivables, including accounts receivable from related parties, decreased \$35.0 million, or 9.1%, to \$349.1 million at June 28, 2015 from \$384.1 million at December 28, 2014. The change resulted primarily from a decrease in sales generated in the two weeks ended June 28, 2015 as compared to sales generated in the two weeks ended December 28, 2014.

Inventories increased \$31.2 million, or 3.9%, to \$832.6 million at June 26, 2016 from \$801.4 million at December 27, 2015. This change resulted primarily from increased costs for feed grains and their impact on the value of our live chicken inventories. Inventories decreased \$3.2 million, or 0.4%, to \$787.1 million at June 28, 2015 from \$790.3 million at December 28, 2014. This change resulted primarily from decreased costs for feed grains and their impact on the value of our live chicken inventories.

Prepaid expenses and other current assets increased \$19.8 million, or 26.2%, to \$95.4 million at June 26, 2016 from \$75.6 million at December 27, 2015. This change resulted primarily from a \$23.2 million increase in open derivative positions and a \$2.5 million increase in value-added tax receivables partially offset by a \$7.8 million decrease in prepaid insurance premiums. Prepaid expenses and other current assets decreased \$7.2 million, or 7.6%, to \$88.2 million at June 28, 2015 from \$95.4 million at December 28, 2014. This change resulted primarily from a \$7.6 million decrease in open derivative positions and margin cash on deposit with our derivatives traders.

Accounts payable, including accounts payable to related parties, decreased \$19.1 million, or 3.9%, to \$470.8 million at June 26, 2016 from \$490.0 million at December 27, 2015. This change resulted primarily from an \$16.2 million decrease in trade payables and a \$2.9 million decrease in the payable to related parties. Accounts payable, including accounts payable to related parties, increased \$69.2 million, or 17.1%, to \$473.5 million at June 28, 2015 from \$404.3 million at December 28, 2014. This change resulted primarily from a shift in our supply chain finance structure.

Accrued expenses and other current liabilities of \$314.9 million at June 26, 2016 were relatively unchanged from accrued expenses and other current liabilities of \$315.0 million at December 27, 2015. Accrued expenses and other current liabilities decreased \$15.2 million, or 4.9%, to \$296.7 million at June 28, 2015 from \$311.9 million at December 28, 2014. This change resulted primarily from a \$22.6 million decrease in accrued compensation and benefits costs, and a \$1.5 million decrease in derivative liabilities that was partially offset by an \$ 8.9 million increase in accrued interest.

Income taxes, which includes income taxes receivable, income taxes payable, deferred tax assets, deferred tax liabilities reserves for uncertain tax positions, and the tax components within accumulated other comprehensive income (loss), increased by \$26.7 million, or 33.7%, to a net liability position of \$105.9 million at June 26, 2016 from a net liability position of

\$79.2 million at December 27, 2015. This change resulted primarily from tax expense recorded on our year-to-date income and the timing of estimated tax payments. Income taxes changed from a net liability position of \$84.3 million at December 28, 2014 to a net liability position of \$47.8 million at June 28, 2015. This change resulted primarily from tax expense recorded on our year-to-date income and timing of estimated tax payments.

Net noncash expenses totaled \$83.1 million and \$75.0 million for the twenty-six weeks ended June 26, 2016 and June 28, 2015, respectively. Net noncash expenses for the twenty-six weeks ended June 26, 2016 included depreciation and amortization expense of \$88.7 million, a net gain on property disposals of \$6.8 million and other net noncash expenses totaling \$1.2 million. Net noncash expenses for the twenty-six weeks ended June 28, 2015 included depreciation and amortization expense of \$75.1 million and other net noncash income totaling \$0.1 million.

Cash used in investing activities was \$85.9 million and \$85.6 million for the twenty-six weeks ended June 26, 2016 and June 28, 2015, respectively. Capital expenditures totaled \$94.0 million and \$87.7 million in the twenty-six weeks ended June 26, 2016 and June 28, 2015, respectively. Capital expenditures increased by \$6.3 million primarily because of the number of projects that were active during the twenty-six weeks ended June 26, 2016 as compared to the twenty-six weeks ended June 28, 2015. Capital expenditures for 2016 cannot exceed \$500.0 million under the U.S. Credit Facility. Cash proceeds from property disposals in the twenty-six weeks ended June 26, 2016 and June 28, 2015 were \$8.1 million and \$2.1 million, respectively.

Cash used in financing activities was \$601.7 million and \$504.5 million in the twenty-six weeks ended June 26, 2016 and June 28, 2015, respectively. During the twenty-six weeks ended June 26, 2016, cash of \$699.9 million was used to fund a special cash dividend, cash of \$219.8 million was used for payments on our revolving lines of credit and capital lease obligations, cash of \$65.6 million was used for payments on a current note payable to bank, cash of \$7.3 million was used to purchase common stock under the share repurchase program and cash of \$0.7 million was used to pay capitalized loan costs. During the twenty-six weeks ended June 26, 2016, cash of \$351.1 million was provided through our revolving lines of credit and cash of \$36.8 million was provided through a current note payable to bank. During the twenty-six weeks ended June 28, 2015, cash of \$1.5 billion was used to fund special cash dividends, cash of \$683.7 million was used to repay revolving line of credit obligations, long-term borrowings and capital lease obligations, and cash of \$10.1 million was used to pay capitalized loan costs. During the twenty-six weeks ended June 28, 2015, cash of \$1.7 billion was provided from borrowings under our revolving line of credit and long-term borrowings and cash of \$7.8 million was provided through a tax benefit related to share-based compensation.

### Contractual Obligations

Contractual obligations at June 26, 2016 were as follows:

Contractual Obligations (a)	Total	Less than One Year	One to Three Years	Three to Five Years	Greater than Five Years
	(In thousands)				
Long-term debt (b)	\$ 1,131,319	\$ —	\$ 79,248	\$ 552,071	\$ 500,000
Interest (c)	299,991	21,502	80,381	68,733	129,375
Capital leases	500	61	244	195	—
Operating leases	97,127	14,135	41,695	26,709	14,588
Derivative liabilities	20,038	20,038	—	—	—
Purchase obligations (d)	270,051	269,351	700	—	—
Total	\$ 1,819,026	\$ 325,087	\$ 202,268	\$ 647,708	\$ 643,963

(a) The total amount of unrecognized tax benefits at June 26, 2016 was \$16.8 million. We did not include this amount in the contractual obligations table above as reasonable estimates cannot be made at this time of the amounts or timing of future cash outflows.

(b) Long-term debt is presented at face value and excludes \$42.7 million in letters of credit outstanding related to normal business transactions.

(c) Interest expense in the table above assumes the continuation of interest rates and outstanding borrowings as of June 26, 2016.

(d) Includes agreements to purchase goods or services that are enforceable and legally binding on us and that specify all significant terms, including fixed or minimum quantities to be purchased; fixed, minimum, or variable price provisions; and the approximate timing of the transaction.

We expect cash flows from operations, combined with availability under the U.S. Credit Facility, to provide sufficient liquidity to fund current obligations, projected working capital requirements, maturities of long-term debt and capital spending for at least the next twelve months.

### Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (“FASB”) issued new accounting guidance on revenue recognition, which provides for a single five-step model to be applied to all revenue contracts with customers.

In July 2015, the FASB issued new accounting guidance on the subsequent measurement of inventory, which, in an effort to simplify unnecessarily complicated accounting guidance that can result in several potential outcomes, requires an entity to measure inventory at the lower of cost or net realizable value.

In February 2016, the FASB issued new accounting guidance on lease arrangements, which requires an entity that is a lessee to recognize the assets and liabilities arising from leases on the balance sheet.

In March 2016, the FASB issued new accounting guidance on employee share-based payments, which requires an entity to amend accounting and reporting methodology for areas such as the income tax consequences of share-based payments, classification of share-based awards as either equity or liabilities, and classification of share-based payment transactions in the statement of cash flows.

In June 2016, the FASB issued new accounting guidance on the measurement of credit losses on financial instruments, which replaces the current incurred loss impairment methodology with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates.

See “Note 1. Description of Business and Basis of Presentation” of our Condensed Consolidated Financial Statements included in this quarterly report for additional information relating to these new accounting pronouncements.

### **Critical Accounting Policies**

During the thirteen weeks ended June 26, 2016, (i) we did not change any of our existing critical accounting policies, (ii) no existing accounting policies became critical accounting policies because of an increase in the materiality of associated transactions or changes in the circumstances to which associated judgments and estimates relate and (iii) there were no significant changes in the manner in which critical accounting policies were applied or in which related judgments and estimates were developed.

## **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKS**

### **Market Risk-Sensitive Instruments and Positions**

The risk inherent in our market risk-sensitive instruments and positions is primarily the potential loss arising from adverse changes in commodity prices, foreign currency exchange rates, interest rates and the credit quality of investments as discussed below. The sensitivity analyses presented do not consider the effects that such adverse changes may have on overall economic activity, nor do they consider additional actions our management may take to mitigate our exposure to such changes. Actual results may differ.

### **Commodity Prices**

We purchase certain commodities, primarily corn, soybean meal and sorghum, for use as ingredients in the feed we either sell commercially or consume in our live operations. As a result, our earnings are affected by changes in the price and availability of such feed ingredients. In the past, we have from time to time attempted to minimize our exposure to the changing price and availability of such feed ingredients using various techniques, including, but not limited to, (i) executing purchase agreements with suppliers for future physical delivery of feed ingredients at established prices and (ii) purchasing or selling derivative financial instruments such as futures and options.

For this sensitivity analysis, market risk is estimated as a hypothetical 10.0% change in the weighted-average cost of our primary feed ingredients as of June 26, 2016. However, fluctuations greater than 10.0% could occur. Based on our feed consumption during the thirteen weeks ended June 26, 2016, such a change would have resulted in a change to cost of sales of approximately \$61.7 million, excluding the impact of any feed ingredients derivative financial instruments in that period. A 10.0% change in ending feed ingredient inventories at June 26, 2016 would be \$11.5 million, excluding any potential impact on the production costs of our chicken inventories.

The Company purchases commodity derivative financial instruments, specifically exchange-traded futures and options, in an attempt to mitigate price risk related to its anticipated consumption of commodity inputs for the next 12 months. A 10.0% change in corn, soybean meal and soybean oil prices on June 26, 2016 would have resulted in a change of approximately \$0.3 million in the fair value of our net commodity derivative asset position, including margin cash, as of that date.



## Interest Rates

Our variable-rate debt instruments represent approximately 55.7% of our total debt at June 26, 2016 . Holding other variables constant, including levels of indebtedness, an increase in interest rates of 25 basis points would have increased our interest expense by \$0.4 million for the thirteen weeks ended June 26, 2016 .

Market risk for fixed-rate debt is estimated as the potential increase in fair value resulting from a hypothetical decrease in interest rates of 10.0%. Using a discounted cash flow analysis, a hypothetical 10.0% decrease in interest rates would have decreased the fair value of our fixed-rate debt by approximately \$8.6 million as of June 26, 2016 .

## Foreign Currency

Our earnings are also affected by foreign exchange rate fluctuations related to the Mexican peso net monetary position of our Mexico subsidiaries. We manage this exposure primarily by attempting to minimize our Mexican peso net monetary position. We are also exposed to the effect of potential currency exchange rate fluctuations to the extent that amounts are repatriated from Mexico to the U.S. We currently anticipate that the future cash flows of our Mexico subsidiaries will be reinvested in our Mexico operations.

The Mexican peso exchange rate can directly and indirectly impact our financial condition and results of operations in several ways, including potential economic recession in Mexico because of devaluation of their currency. Foreign currency exchange gains, representing the change in the U.S. dollar value of the net monetary assets of our Mexican subsidiaries denominated in Mexican pesos, were a gain of \$4.7 million and a loss of \$2.1 million in the thirteen weeks ended June 26, 2016 and June 28, 2015 , respectively. Foreign currency exchange gains, representing the change in the U.S. dollar value of the net monetary assets of our Mexican subsidiaries denominated in Mexican pesos, were a gain of \$5.0 million and a loss of \$11.0 million in the twenty-six weeks ended June 26, 2016 and June 28, 2015 , respectively. The average exchange rates for the thirteen weeks ended June 26, 2016 and June 28, 2015 were 18.04 Mexican pesos to 1 U.S. dollar and 15.32 Mexican pesos to 1 U.S. dollar, respectively. For this sensitivity analysis, market risk is estimated as a hypothetical 10.0% deterioration in the current exchange rate used to convert Mexican pesos to U.S. dollars as of June 26, 2016 and June 28, 2015 . However, fluctuations greater than 10.0% could occur. Based on the net monetary asset position of our Mexico operations at June 26, 2016 , such a change would have resulted in a decrease in foreign currency transaction gains recognized in the thirteen weeks ended June 26, 2016 of approximately \$1.2 million. Based on the net monetary asset position of our Mexico operations at June 28, 2015 , such a change would have resulted in an increase in foreign currency transaction losses recognized in the thirteen weeks ended June 28, 2015 of approximately \$38.0 million. No assurance can be given as to how future movements in the Mexican peso could affect our future financial condition or results of operations.

## Quality of Investments

Certain retirement plans that we sponsor invest in a variety of financial instruments. We have analyzed our portfolios of investments and, to the best of our knowledge, none of our investments, including money market funds units, commercial paper and municipal securities, have been downgraded, and neither we nor any fund in which we participate hold significant amounts of structured investment vehicles, auction rate securities, collateralized debt obligations, credit derivatives, hedge funds investments, fund of funds investments or perpetual preferred securities. Certain postretirement funds in which we participate hold significant amounts of mortgage-backed securities. However, none of the mortgages collateralizing these securities are considered subprime.

## Impact of Inflation

Due to low to moderate inflation in the U.S. and Mexico and our rapid inventory turnover rate, the results of operations have not been significantly affected by inflation during the past three-year period.

## Forward Looking Statements

Certain written and oral statements made by our Company and subsidiaries of our Company may constitute “forward-looking statements” as defined under the Private Securities Litigation Reform Act of 1995. This includes statements made herein, in our other filings with the SEC, in press releases, and in certain other oral and written presentations. Statements of our intentions, beliefs, expectations or predictions for the future, denoted by the words “anticipate,” “believe,” “estimate,” “expect,” “project,” “plan,” “imply,” “intend,” “should,” “foresee” and similar expressions, are forward-looking statements that reflect our current views about future events and are subject to risks, uncertainties and assumptions. Such risks, uncertainties and assumptions include the following:

- Matters affecting the chicken industry generally, including fluctuations in the commodity prices of feed ingredients and chicken;

- Our ability to obtain and maintain commercially reasonable terms with vendors and service providers;
- Our ability to maintain contracts that are critical to our operations;
- Our ability to retain management and other key individuals;
- Outbreaks of avian influenza or other diseases, either in our own flocks or elsewhere, affecting our ability to conduct our operations and/or demand for our poultry products;
- Contamination of our products, which has previously 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;
- Changes in laws or regulations affecting our operations or the application thereof;
- New immigration legislation or increased enforcement efforts in connection with existing immigration legislation that cause our costs of business to increase, cause us to change the way in which we do business or otherwise disrupt our operations;
- Competitive factors and pricing pressures or the loss of one or more of our largest customers;
- Inability to consummate, or effectively integrate, any acquisition, including the acquisition of Tyson Mexico, or to realize the associated anticipated cost savings and operating synergies;
- Currency exchange rate fluctuations, trade barriers, exchange controls, expropriation and other risks associated with foreign operations;
- Disruptions in international markets and distribution channels;
- Our ability to maintain favorable labor relations with our employees and our compliance with labor laws;
- Extreme weather or natural disasters;
- The impact of uncertainties in litigation; and
- Other risks described herein and under “Risk Factors” in our annual report on Form 10-K for the year ended December 27, 2015 as filed with the SEC.

Actual results could differ materially from those projected in these forward-looking statements as a result of these factors, among others, many of which are beyond our control.

In making these statements, we are not undertaking, and specifically decline to undertake, any obligation to address or update each or any factor in future filings or communications regarding our business or results, and we are not undertaking to address how any of these factors may have caused changes to information contained in previous filings or communications. Although we have attempted to list comprehensively these important cautionary risk factors, we must caution investors and others that other factors may in the future prove to be important and affect our business or results of operations.

#### **ITEM 4. CONTROLS AND PROCEDURES**

##### **Disclosure Controls and Procedures**

Under Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934 (the “Exchange Act”), “disclosure controls and procedures” means controls and other procedures that are designed to ensure that information required to be disclosed by the Company in the reports that it files with the U.S. Securities and Exchange Commission (“SEC”) is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by our company in the reports that it files with the SEC is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

As of June 26, 2016, an evaluation was performed under the supervision and with the participation of the Company’s management, including the Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company’s disclosure controls and procedures. Based on that evaluation, the Company’s management, including the Chief

Executive Officer and Chief Financial Officer, concluded the Company's disclosure controls and procedures were effective to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and that information we are required to disclose in our reports filed with the SEC is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

In connection with the evaluation described above, the Company's management, including the Chief Executive Officer and Chief Financial Officer, identified no change in the Company's internal control over financial reporting that occurred during the thirteen weeks ended June 26, 2016 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

## **PART II. OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

#### **Tax Claims and Proceedings**

In 2009, the IRS asserted claims against us totaling \$74.7 million. Following a series of objections, motions and opposition filed by both parties in the federal court system, we worked with the IRS through the normal processes and procedures that are available to resolve the IRS' claims. On December 12, 2012, we entered into two Stipulation of Settled Issues agreements with the IRS. The first Stipulation related to our 2003, 2005, and 2007 tax years and resolved all of the material issues in the case. The second Stipulation related to us as the successor in interest to Gold Kist for the tax years ended June 30, 2005 and September 30, 2005, and resolved all substantive issues in the case. These Stipulations accounted for approximately \$29.3 million of the claims and should result in no additional tax due.

In connection with the remaining \$45.4 million claimed by the IRS, we filed a petition in Tax Court on May 26, 2010 in response to a Notice of Deficiency that was issued to us as the successor in interest to Gold Kist. The Notice of Deficiency and the Tax Court proceeding related to an ordinary loss that Gold Kist claimed for its tax year ended June 26, 2004. On December 11, 2013, the Tax Court issued its opinion in the Tax Court case holding the loss that Gold Kist claimed for its tax year ended June 26, 2004 was capital in nature. On April 14, 2014, we appealed the Tax Court's findings of fact and conclusions of law to the Fifth Circuit. On February 25, 2015, the Fifth Circuit issued its opinion, which reversed the Tax Court's judgment and rendered judgment in our favor. The IRS did not appeal the Fifth Circuit's decision, which has become final, and no additional tax should be due in connection with this matter.

#### **ERISA Claims and Proceedings**

On December 17, 2008, Kenneth Patterson filed suit in the Marshall Court against Lonnie "Bo" Pilgrim, Lonnie Ken Pilgrim, Clifford E. Butler, J. Clinton Rivers, Richard A. Cogdill, Renee N. DeBar, our Compensation Committee and other unnamed defendants (the "Patterson action"). On January 2, 2009, a nearly identical suit was filed by Denise M. Smalls in the same court against the same defendants (the "Smalls action"). The complaints in both actions, brought pursuant to section 502 of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1132, alleged that the individual defendants breached fiduciary duties to participants and beneficiaries of the Pilgrim's Pride Stock Investment Plan (the "Stock Plan"), as administered through the Pilgrim's Pride Retirement Savings Plan (the "RSP"), and the To-Ricos, Inc. Employee Savings and Retirement Plan (the "To-Ricos Plan") (collectively, the "Plans") by failing to sell the common stock held by the Plans before it declined in value in late 2008. Patterson and Smalls further alleged that they purported to represent a class of all persons or entities who were participants in or beneficiaries of the Plans at any time between May 5, 2008 through the present and whose accounts held our common stock or units in our common stock. Both complaints sought actual damages in the amount of any losses the Plans suffered, to be allocated among the participants' individual accounts as benefits due in proportion to the accounts' diminution in value, attorneys' fees, an order for equitable restitution and the imposition of constructive trust, and a declaration that each of the defendants have breached their fiduciary duties to the Plans' participants.

On July 20, 2009, the Marshall Court entered an order consolidating the Smalls and Patterson actions. On August 12, 2009, the Marshall Court ordered that the consolidated case will proceed under the caption "In re Pilgrim's Pride Stock Investment Plan ERISA Litigation, No. 2:08-cv-472-TJW."

Patterson and Smalls filed a consolidated amended complaint ("Amended Complaint") on March 2, 2010. The Amended Complaint names as defendants the Pilgrim's Pride Board of Directors, Lonnie "Bo" Pilgrim, Lonnie Ken Pilgrim, Charles L. Black, Linda Chavez, S. Key Coker, Keith W. Hughes, Blake D. Lovette, Vance C. Miller, James G. Vetter, Jr., Donald L. Wass, J. Clinton Rivers, Richard A. Cogdill, the Pilgrim's Pride Pension Committee, Robert A. Wright, Jane Brookshire, Renee N. DeBar, the Pilgrim's Pride Administrative Committee, Gerry Evenwel, Stacey Evans, Evelyn Boyden, and "John Does 1-10." The Amended Complaint purports to assert claims on behalf of persons who were participants in or beneficiaries of the RSP or the To-Ricos Plan at any time between January 29, 2008 through December 1, 2008 ("the alleged class period"), and whose accounts included investments in the Company's common stock.

Like the original Patterson and Smalls complaints, the Amended Complaint alleges that the defendants breached ERISA fiduciary duties to participants and beneficiaries of the RSP and To-Ricos Plan by permitting both Plans to continue investing in the Company's common stock during the alleged class period. The Amended Complaint also alleges that certain defendants were "appointing" fiduciaries who failed to monitor the performance of the defendant-fiduciaries they appointed. Further, the Amended Complaint alleges that all defendants are liable as co-fiduciaries for one another's alleged breaches. Plaintiffs seek actual damages in the amount of any losses the RSP and To-Ricos Plan attributable to the decline in the value of the common stock held by the Plans, to be allocated among the participants' individual accounts as benefits due in proportion to the accounts' alleged diminution

in value, costs and attorneys' fees, an order for equitable restitution and the imposition of constructive trust, and a declaration that each of the defendants have breached their ERISA fiduciary duties to the RSP and To-Ricos Plan's participants.

The Defendants filed a motion to dismiss the Amended Complaint on May 3, 2010. On August 29, 2012, the Magistrate judge issued a Report and Recommendation to deny the Defendants' motion to dismiss the complaint on grounds that the complaint included too many exhibits. Defendants filed objections with the Marshall Court, and on October 29, 2012, the Marshall Court adopted the Recommendation of the Magistrate Judge and entered an order denying Defendants' motion to dismiss. On November 11, 2012, Plaintiffs filed a motion for class certification. The motion is fully briefed and was argued to the Marshall Court on February 28, 2013. The parties are awaiting a decision on the motion.

#### Other Claims and Proceedings

We are subject to various other legal proceedings and claims, which arise in the ordinary course of our business. In the opinion of management, the amount of ultimate liability with respect to these actions will not materially affect our financial condition, results of operations or cash flows.

#### ITEM 1A. RISK FACTORS

In addition to the other information set forth in this quarterly report, you should carefully consider the risks discussed in our annual report on Form 10-K for the year ended December 27, 2015, including under the heading "Item 1A. Risk Factors", which, along with risks disclosed in this report, are risks we believe could materially affect the Company's business, financial condition or future results. These risks are not the only risks facing the Company. Additional risks and uncertainties not currently known to the Company or that it currently deems to be immaterial also may materially adversely affect the Company's business, financial condition or future results.

#### ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

On July 28, 2015, our Board of Directors approved a \$150.0 million share repurchase authorization. We plan to repurchase shares through various means, which may include but are not limited to open market purchases, privately negotiated transactions, the use of derivative instruments and/or accelerated share repurchase programs. The share repurchase program was originally scheduled to expire on July 27, 2016. On February 10, 2016, the Company's Board of Directors approved an increase of the share repurchase authorization to \$300.0 million and an extension of the expiration to February 9, 2017. The extent to which we repurchase our shares and the timing of such repurchases will vary and depend upon market conditions and other corporate considerations, as determined by our management team. We reserve the right to limit or terminate the repurchase program at any time without notice. As of June 26, 2016, we had repurchased 5,170,458 shares under this program with a market value of approximately \$106.6 million. Set forth below is information regarding our stock repurchases for the thirteen weeks ended June 26, 2016.

##### Issuer Purchases of Equity Securities

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of the Shares That May Yet Be Purchased Under the Plans or Programs
March 28, 2016 through April 24, 2016	78,418	\$ 23.92	78,418	\$ 196,234,248
April 25, 2016 through May 29, 2016	117,600	23.77	117,600	193,438,871
May 30, 2016 through June 26, 2016	—	—	—	193,438,871
Total	196,018	\$ 23.83	196,018	\$ 193,438,871

**ITEM 6. EXHIBITS**

- 2.1 Agreement and Plan of Reorganization dated September 15, 1986, by and among Pilgrim's Pride Corporation, a Texas corporation; Pilgrim's Pride Corporation, a Delaware corporation; and Doris Pilgrim Julian, Aubrey Hal Pilgrim, Paulette Pilgrim Rolston, Evanne Pilgrim, Lonnie "Bo" Pilgrim, Lonnie Ken Pilgrim, Greta Pilgrim Owens and Patrick Wayne Pilgrim (incorporated by reference from Exhibit 2.1 to the Company's Registration Statement on Form S-1 (No. 33-8805) effective November 14, 1986).
- 2.2 Agreement and Plan of Merger dated September 27, 2000 (incorporated by reference from Exhibit 2 of WLR Foods, Inc.'s current report on Form 8-K (No. 000-17060) dated September 28, 2000).
- 2.3 Agreement and Plan of Merger dated as of December 3, 2006, by and among the Company, Protein Acquisition Corporation, a wholly owned subsidiary of the Company, and Gold Kist Inc. (incorporated by reference from Exhibit 99.(D)(1) to Amendment No. 11 to the Company's Tender Offer Statement on Schedule TO (No. 005-81998) filed on December 5, 2006).
- 2.4 Stock Purchase Agreement by and between the Company and JBS USA Holding Lux, S.à.r.l., formerly known as JBS USA Holdings, LLC, dated September 16, 2009 (incorporated by reference from Exhibit 2.1 of the Company's current report on Form 8-K (No. 001-09273) filed September 18, 2009).
- 2.5 Amendment No.1 to the Stock Purchase Agreement by and between the Company and JBS USA Holding Lux, S.à.r.l., formerly known as JBS USA Holdings, LLC, dated December 28, 2009 (incorporated by reference from Exhibit 2.5 of the Company's annual report on Form 10-K/A (No. 001-09273) filed January 22, 2010).
- 3.1 Amended and Restated Certificate of Incorporation of the Company (incorporated by reference from Exhibit 3.1 of the Company's Form 8-A (No. 001-09273) filed on December 27, 2012).
- 3.2 Amended and Restated Corporate Bylaws of the Company (incorporated by reference from Exhibit 3.2 of the Company's Form 8-A (No. 001-09273) filed on December 27, 2012).
- 4.1 Amended and Restated Certificate of Incorporation of the Company (included as Exhibit 3.1).
- 4.2 Amended and Restated Corporate Bylaws of the Company (included as Exhibit 3.2).
- 4.3 Stockholders Agreement dated December 28, 2009 between the Company and JBS USA Holding Lux, S.à.r.l., formerly known as JBS USA Holdings, LLC, as amended (incorporated by reference from Exhibit 4.1 to the Company's Form 8-A (No. 001-09273) filed on December 27, 2012).
- 4.4 Form of Common Stock Certificate (incorporated by reference from Exhibit 4.1 to the Company's current report on Form 8-K (No. 001-09273) filed on December 29, 2009).
- 4.5 Indenture dated as of March 11, 2015 among the Company, Pilgrim's Pride Corporation of West Virginia, Inc. and Wells Fargo Bank, National Association, as Trustee, Form of Senior 5.750% Note due 2025, and Form of Guarantee attached (incorporated by reference from Exhibit 4.1 of the Company's current report on Form 8-K (No. 001-09273) filed on March 11, 2015).
- 10.1 First Amendment to the Second Amended and Restated Credit Agreement dated April 27, 2016 among Pilgrim's Pride Corporation, To-Ricos, Ltd. and To-Ricos Distribution, Ltd., Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., Rabobank Nederland, New York Branch, as administrative agent, and the lenders party thereto.\*
- 10.2 Checking Account Loan Opening Contract dated July 23, 2014 among Avícola Pilgrim's Pride de Mexico, S.A. de C.V., as borrower, Pilgrim's Pride S. de R.L. de C.V. and Comercializadora de Carnes de Mexico, S. de R.L. de C.V., as guarantors, and BBVA Bancomer, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer, as borrower.\*
- 10.3 Agreement to Modify Checking Account Loan Opening Contract dated November 3, 2015 among Avícola Pilgrim's Pride de Mexico, S.A. de C.V., as borrower, Pilgrim's Pride S. de R.L. de C.V. and Comercializadora de Carnes de Mexico, S. de R.L. de C.V., as guarantors, and BBVA Bancomer, S.A., Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer, as borrower.\*
- 12 Ratio of Earnings to Fixed Charges for the twenty-six weeks ended June 26, 2016 and June 28, 2015.\*
- 31.1 Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.\*
- 31.2 Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.\*
- 32.1 Certification of Principal Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.\*\*
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- 101.SCH XBRL Taxonomy Extension Schema
- 101.CAL XBRL Taxonomy Extension Calculation
- 101.DEF XBRL Taxonomy Extension Definition
- 101.LAB XBRL Taxonomy Extension Label
- 101.PRE XBRL Taxonomy Extension Presentation

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\* Filed herewith.

\*\* Furnished herewith.

**SIGNATURES**

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

Date: July 27, 2016

PILGRIM'S PRIDE CORPORATION

/s/ Fabio Sandri

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Fabio Sandri

Chief Financial Officer

(Principal Financial Officer, Chief Accounting Officer and Duly Authorized Officer)



## EXHIBIT INDEX

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\* Filed herewith.

\*\* Furnished herewith.

**FIRST AMENDMENT TO SECOND**

**AMENDED AND RESTATED CREDIT AGREEMENT**

This **FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT** (this “Amendment”), is dated as of April 27, 2016, by and among **PILGRIM’S PRIDE CORPORATION**, a Delaware corporation (the “Company”), **TO-RICOS, LTD.**, a Bermuda company, and **TO-RICOS DISTRIBUTION, LTD.**, a Bermuda company, as borrowers (collectively, the “Borrowers”), each of the various financial institutions which is a signatory hereto, as a Lender, and **COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH** (formerly known as COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., “RABOBANK NEDERLAND”, NEW YORK BRANCH), in its capacity as administrative agent and collateral agent (in such capacity, “Administrative Agent”).

**WITNESSETH:**

WHEREAS, the Borrowers, certain other Subsidiaries of the Company, the financial institutions signatory thereto as “Lenders”, and Administrative Agent are parties to that certain Second Amended and Restated Credit Agreement dated as of February 11, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the Company plans to declare and pay a special, one-time cash dividend in an aggregate amount not less than \$500,000,000 during the Fiscal Quarter ending June 26, 2016 (the “2016 Dividend”); and

WHEREAS, the Borrowers have requested that certain terms and conditions of the Credit Agreement be amended as more specifically set forth herein, and the Administrative Agent and the Required Lenders have agreed to the requested amendments on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement, and further agree as follows:

1. Amendments to Credit Agreement.

(a) Section 1.01 of the Credit Agreement, Defined Terms, is hereby modified and amended by deleting the definitions of “Defaulting Lender” and “Rabobank” in their entirety and inserting in lieu thereof the following, respectively:

““Defaulting Lender” means, subject to Section 2.21(c), any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower Representative in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such

writing) has not been satisfied, or (ii) pay to the Administrative Agent, any Issuing Bank, any Swingline Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit or Swingline Loans) within two Business Days of the date when due, (b) has notified the Borrower Representative, the Administrative Agent or any Issuing Bank or Swingline Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower Representative, to confirm in writing to the Administrative Agent and the Borrower Representative that it will comply with its prospective funding obligations hereunder ( provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower Representative), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, or (iii) become the subject of a Bail-In Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of (x) the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority or (y) an Undisclosed Administration of such Lender, in any such case so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.21(c)) upon delivery of written notice of such determination to the Borrower Representative, each Issuing Bank, each Swingline Lender and each Lender.

“ Rabobank ” means Coöperatieve Rabobank U.A., New York Branch (formerly known as Coöperatieve Centrale Raiffeisen-Boerenleenbank B.A., “Rabobank Nederland”, New York Branch), in its individual capacity, and its successors.

(b) Section 1.01 of the Credit Agreement, Defined Terms, is hereby further modified and amended by adding the following definitions thereto in proper alphabetical order:

““ 2016 Dividend ” means a special one-time cash dividend in an aggregate amount not less than \$500,000,000 to be declared and paid by the Company during the Fiscal Quarter ending June 26, 2016.

“ 2016 Pro-Rated Second Fiscal Quarter Net Income ” means (a) the 2016 Second Fiscal Quarter Average Daily Net Income, multiplied by (b) the number of calendar days in the period commencing on (and including) the Business Day on which the 2016 Dividend is paid and ending on (and including) June 26, 2016.

“ 2016 Second Fiscal Quarter Average Daily Net Income ” means the Net Income of the Company and the Subsidiaries for the Fiscal Quarter ending on June 26, 2016 (as reported in the Company’s unaudited financial statements for such Fiscal Quarter) divided by the number of calendar days in such Fiscal Quarter.

“ Bail-In Action ” means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

“ Bail-In Legislation ” means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

“ EEA Financial Institution ” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“ EEA Member Country ” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“ EEA Resolution Authority ” means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“ EU Bail-In Legislation Schedule ” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

“ Write-Down and Conversion Powers ” means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the

applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.”

(c) Section 2.21 of the Credit Agreement, Defaulting Lenders, is hereby modified and amended by deleting clause (b), part (iv) of such section in its entirety and inserting in lieu thereof the following:

“(iv) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender’s LC Exposure and Swingline Exposure shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Applicable Percentages (calculated without regard to such Defaulting Lender’s Commitment) but only to the extent that such reallocation does not cause the aggregate Revolving Exposures of any Non-Defaulting Lender to exceed such Non-Defaulting Lender’s Revolving Commitments. Subject to Section 11.09, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender’s increased exposure following such reallocation.”

(d) Section 6.13 of the Credit Agreement, Minimum Consolidated Tangible Net Worth, is hereby modified and amended by deleting such section in its entirety and inserting in lieu thereof the following:

“SECTION 6.13. Minimum Consolidated Tangible Net Worth. The Borrowers shall maintain as of the Fiscal Quarter ending March 27, 2016, and as of the end of each Fiscal Quarter thereafter, Consolidated Tangible Net Worth of not less than an amount equal to the sum of (a) \$350,000,000, plus (b) for the Fiscal Quarter ending June 26, 2016, an amount equal to 50% of the 2016 Pro-Rated Second Fiscal Quarter Net Income (excluding any Net Income that is a loss for such period of determination), plus (c) for each Fiscal Quarter ending September 25, 2016 and December 25, 2016, an amount equal to 50% of Net Income (excluding any Net Income that is a loss for such period of determination) of the Company and the Subsidiaries for each such Fiscal Quarter, as reported in the Company’s unaudited financial statements for each such Fiscal Quarter, on a cumulative basis, plus (d) for the Fiscal Year ended 2017 and each Fiscal Year thereafter, an amount equal to 50% of cumulative Net Income (excluding any Net Income that is a loss for such period of determination) of the Company and the Subsidiaries as reported in the Company’s audited financial statements for each such Fiscal Year, in each case for purposes of this clause (d), on a cumulative basis.”

(e) Section 9.04 of the Credit Agreement, Successors and Assigns, is hereby modified and amended by deleting clause (b), part (ii), subpart (C) of such section in its entirety and inserting in lieu thereof the following:

“(C) no assignment shall be made to (1) the Parent Entity or any of its Affiliates (including the Company and its Subsidiaries), (2) any natural Person or (3) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute any of the foregoing Persons described in this clause (3);”

(f) The Credit Agreement is hereby modified and amended by adding a new Section 11.09 as follows:

“SECTION 11.09. Acknowledgement and Consent to Bail-In of EEA Financial Institutions. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.”

2. No Other Amendments. Except as expressly set forth above, the execution, delivery and effectiveness of this Amendment shall not operate as an amendment, modification or waiver of any right, power or remedy of Administrative Agent or the Lenders under the Credit Agreement or any of the other Loan Documents, nor constitute a waiver of any provision of the Credit Agreement or any of the other Loan Documents. Except for the amendment set forth above, the text of the Credit Agreement and all other Loan Documents shall remain unchanged and in full force and effect and the Loan Parties hereby ratify and confirm their obligations thereunder. This Amendment shall not constitute a modification of the Credit Agreement or any of the other Loan Documents or a course of dealing with Administrative Agent or the Lenders at variance with the Credit Agreement or the other Loan Documents such as to require further notice by Administrative Agent or any Lender to require strict compliance with the terms of the Credit Agreement and the other Loan Documents in the future, except as expressly set forth herein. The Loan Parties acknowledge and expressly agree that Administrative Agent and the Lenders reserve the right to, and do in fact, require strict compliance with all terms and provisions of the Credit Agreement and the other Loan Documents (subject to any qualifications set forth therein), as amended herein.

3. Representations and Warranties. In consideration of the execution and delivery of this Amendment by Administrative Agent and the Lenders, each Loan Party hereby represents and warrants in favor of Administrative Agent and the Lenders as follows:

(a) The execution, delivery and performance by each Loan Party of this Amendment (i) are all within such Loan Party's organizational powers, (ii) have been duly authorized, (iii) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (iv) will not violate any Requirement of Law applicable to any Loan Party or any of the Subsidiaries, (v) will not violate or result in a default under any indenture or other agreement or instrument binding upon any Loan Party or any of the Subsidiaries or its assets, or give rise to a right under any such indenture, agreement or instrument (other than a Loan Document) to require any payment to be made by any Loan Party or any of the Subsidiaries, and (vii) will not result in the creation or imposition of any Lien on any asset of any Loan Party or any of the Subsidiaries, except Liens created or permitted pursuant to the Loan Documents, except to the extent that any such failure to make or obtain, or any such violation, default or payment, in each case referred to in clauses (iii) through (v), individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect;

(b) This Amendment has been duly executed and delivered by each Loan Party, and constitutes a legal, valid and binding obligation of each Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(c) The representations and warranties of the Loan Parties set forth in the Credit Agreement and the other Loan Documents shall be true and correct in all material respects on and as of the date hereof, both before and after giving effect to this Amendment, except that such representations and warranties (i) that relate solely to an earlier date shall be true and correct in all material respects as of such earlier date and (ii) shall be true and correct in all respects to the extent they are qualified by a materiality standard; and

(d) Immediately after giving effect hereto, no event has occurred and is continuing which constitutes a Default or an Event of Default or would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

4. Effectiveness. This Amendment shall become effective as of the date set forth above upon (a) the public announcement of the payment of the 2016 Dividend by the Board of Directors of the Company to its stockholders and (b) Administrative Agent's receipt of each of the following, in form and substance satisfactory to Administrative Agent (the "**Amendment Effective Date**"):

(a) this Amendment duly executed by the applicable Loan Parties, Administrative Agent, and the Required Lenders; and

(b) all other certificates, reports, statements, instruments or other documents as Administrative Agent may have reasonably requested prior to the effectiveness of this Amendment.

5. Costs and Expenses. The Borrowers agree to pay on demand all reasonable and documented out-of-pocket costs and expenses of Administrative Agent in connection with the preparation, execution and delivery of this Amendment and any other instruments and documents to be delivered hereunder (including, without limitation, the reasonable fees and out-of-pocket expenses of counsel for Administrative Agent with respect thereto).

6. Affirmation of Guaranty/Loan Documents. Each Loan Party hereby acknowledges that as of the date hereof, the security interests and liens granted to Administrative Agent for the benefit of the Secured Parties under the Loan Documents are in full force and effect and are enforceable in accordance with the terms of the applicable Loan Documents, and will continue to secure the Obligations. Additionally, by executing this Amendment, each U.S. Loan Guarantor and each Bermuda Loan Guarantor hereby acknowledges, consents and agrees that all of its respective obligations and liability under the U.S. Guaranty and Bermuda Guaranty (as applicable) and all other Loan Documents to which such U.S. Loan Guarantor or Bermuda Loan Guarantor is a party remain in full force and effect, and that the execution and delivery of



this Amendment and any and all documents executed in connection therewith shall not alter, amend, reduce or modify its obligations and liability under the U.S. Guaranty and Bermuda Guaranty and all other Loan Documents.

7. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of a signature page hereto by facsimile transmission or by other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

8. Reference to and Effect on the Loan Documents. Upon the effectiveness of this Amendment, on and after the date hereof, each reference in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to “the Credit Agreement,” “thereunder,” “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby.

9. Governing Law. This Amendment shall be construed in accordance with, and this Amendment and all matters arising out of or relating in any way whatsoever to this Amendment (whether in contract, tort or otherwise) shall be governed by, the law of the State of New York, other than those conflict of law provisions that would defer to the substantive laws of another jurisdiction. This governing law election has been made by the parties in reliance (at least in part) on Section 5-1401 of the General Obligation Law of the State of New York, as amended (as and to the extent applicable), and other applicable law.

10. Final Agreement. This Amendment represents the final agreement between the Loan Parties, Administrative Agent and the Lenders as to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

11. Loan Document. This Amendment shall be deemed to be a Loan Document for all purposes under the Credit Agreement.

12. No Novation. This Amendment is not intended by the parties to be, and shall not be construed to be, a novation of the Credit Agreement or an accord and satisfaction in regard thereto.

[Remainder of this page intentionally left blank.]



IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized officers or representatives to execute and deliver this Amendment as of the day and year first above written.

**BORROWERS:**

**PILGRIM'S PRIDE CORPORATION**

By: /s/ Fabio Sandri  
Name: Fabio Sandri  
Title: Chief Financial Officer

**TO-RICOS, LTD.**

By: /s/ Fabio Sandri  
Name: Fabio Sandri  
Title: Chief Financial Officer

**TO-RICOS DISTRIBUTION, LTD.**

By: /s/ Fabio Sandri  
Name: Fabio Sandri  
Title: Chief Financial Officer

**OTHER LOAN PARTIES:**

**PILGRIM'S PRIDE CORPORATION OF WEST  
VIRGINIA, INC.**

By: /s/ Fabio Sandri

Name: Fabio Sandri

Title: Chief Financial Officer

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**ADMINISTRATIVE AGENT  
AND LENDERS:**

**COÖPERATIEVE RABOBANK U.A., NEW YORK  
BRANCH**, as Administrative Agent and Lender

By: /s/ Nader Pasdar

Name: Nader Pasdar

Title: Managing Director

By: /s/ Naoko Kojima

Name: Naoko Kojima

Title: Executive Director

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**AMERICAN AGCREDIT, PCA, as a Lender**

By: /s/ Bradley K. Leafgren

Name: Bradley K. Leafgren

Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**BANK OF MONTREAL, as a Lender**

By: /s/ Joan Murphy

Name: Joan Murphy

Title: Director

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**ING CAPITAL LLC, as a Lender**

By: /s/ Dan Lamprecht

Name: Dan Lamprecht

Title: Managing Director

By: /s/ Bill Redmond

Name: William Redmond

Title: Managing Director

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT



**WELLS FARGO BANK, N.A., as a Lender**

By: /s/ Jeffrey S. Millican

Name: Jeffrey S. Millican

Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**[INTENTIONALLY OMITTED]**

By: \_\_\_\_\_

Name:

Title:

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**SOCIÉTÉ GÉNÉRALE**, as a Lender

By: /s/ Cliff Niebling

Name: Cliff Niebling

Title: Managing Director

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**ROYAL BANK OF CANADA, as a Lender**

By: /s/ Anthony Pistilli

Name: Anthony Pistilli

Title: Authorized Signatory

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**CITIBANK, N.A.**, as a Lender

By: /s/ Robert J. Kane

Name: Robert J. Kane

Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**U.S. BANK NATIONAL ASSOCIATION**, as a  
Lender

By: /s/ Thomas N. Martin

Name: Thomas N. Martin

Title: Senior Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**BARCLAYS BANK PLC, as a Lender**

By: /s/ Marguerite Sutton

Name: Marguerite Sutton

Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**DEUTSCHE BANK AG, NEW YORK  
BRANCH** , as a Lender

By: /s/ Peter Cucchiara

Name: Peter Cucchiara

Title: Vice President

By: /s/ Dusan Lazarov

Name: Dusan Lazarov

Title: Director

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT



**MORGAN STANLEY SENIOR FUNDING,  
INC. , as a Lender**

By: /s/ Lisa Vieira

Name: Lisa Vieira

Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**JPMORGAN CHASE BANK, N.A.** , as a Lender

By: /s/ Odette Smalley

Name: Odette Smalley

Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**FIFTH THIRD BANK** , as a Lender

By: /s/ James A. Bosco

Name: James A. Bosco

Title: SVP

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**BRANCH BANKING AND TRUST COMPANY ,**  
as a Lender

By: /s/ Bradford F. Scott

Name: Bradford F. Scott

Title: Senior Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**COBANK, FCB** , as a Lender

By: /s/ Dan Terrill

Name: Dan Terrill

Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**1<sup>ST</sup> FARM CREDIT SERVICES, FLCA** , as a  
Voting Participant

By: /s/ Lee Fuchs

Name: Lee Fuchs

Title: Vice President, Capital Markets Group

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**AGFIRST FARM CREDIT BANK** , as a Voting  
Participant

By: /s/ Matt Jeffords

Name: Matthew H Jeffords

Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**AGSTAR FINANCIAL SERVICES, FLCA** , as a  
Voting Participant

By: /s/ Graham J. Dee

Name: Graham J. Dee

Title: VP Capital Markets

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT



**BADGERLAND FINANCIAL, FLCA** , as a  
Voting Participant

By: /s/ Anthony G. Endres

Name: Anthony G. Endres

Title: AVP - Capital Markets

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**FARM CREDIT BANK OF TEXAS** , as a Voting  
Participant

By: /s/ Chris M. Levine  
Name: Chris M. Levine  
Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**FARM CREDIT EAST, ACA** , as a Voting  
Participant

By: /s/ Kerri B. Sears

Name: Kerri B. Sears

Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**FARM CREDIT MID-AMERICA, FLCA** , as a  
Voting Participant

By: /s/ Matt Dixon

Name: Matthew Dixon

Title: Credit Officer Capital Markets

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**FARM CREDIT WEST, FLCA** , as a Voting  
Participant

By: /s/ Robert Stornetta

Name: Robert Stornetta

Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**UNITED FCS, FLCA D/B/A FCS  
COMMERCIAL FINANCE GROUP**, as a Voting  
Participant

By: /s/ Daniel J. Best

Name: Daniel J. Best

Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**FARM CREDIT SERVICES OF AMERICA,  
FLCA , as a Voting Participant**

By: /s/ Bruce Dean

Name: Bruce Dean

Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**GREENSTONE FARM CREDIT SERVICES,  
FLCA , as a Voting Participant**

By: /s/ Jeff Pavlik

Name: Jeff Pavlik

Title: SVP/Managing Director

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

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**NORTHWEST FARM CREDIT SERVICES,  
FLCA , as a Voting Participant**

By: /s/ Paul Hadley

Name: Paul Hadley

Title: Vice President

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**YOSEMITE LAND BANK, FLCA** , as a Voting  
Participant

By: /s/ Leslie C. Crutcher  
Name: Leslie C. Crutcher  
Title: E.V.P.

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED CREDIT AGREEMENT

**CONTRATO DE APERTURA DE CREDITO EN CUENTA CORRIENTE  
QUE CELEBRAN:**

- I. BBVA BANCOMER, SOCIEDAD ANONIMA, INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIERO BBVA BANCOMER, COMO ACREDITANTE, A QUIEN EN LO SUCESIVO SE DESIGNARA COMO "BANCOMER", REPRESENTADA EN ESTE ACTO POR EDUARDO VELAZQUEZ AGUILERA Y MARIO CORDERO GUERRERO;
- II. "AVICOLA PILGRIM'S PRIDE DE MEXICO", SOCIEDAD ANONIMA DE CAPITAL VARIABLE, COMO ACREDITADA, A QUIEN SE DESIGNARA COMO "EL CLIENTE", REPRESENTADA EN ESTE ACTO POR JOSE ANTONIO VALDES RODRIGUEZ, Y CONJUNTAMENTE CON "BANCOMER" SE LES DENOMINARA COMO "LAS PARTES";
- III. CON LA COMPARECENCIA DE "PILGRIM'S PRIDE", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, Y "COMERCIALIZADORA DE CARNES DE MEXICO", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, AMBAS REPRESENTADAS EN ESTE ACTO POR JOSE ANTONIO VALDES RODRIGUEZ, A QUIENES EN LO SUCESIVO SE LES DENOMINARA COMO "LOS FIADORES" Y CONJUNTAMENTE CON "BANCOMER" Y "EL CLIENTE" COMO "LAS PARTES".

"LAS PARTES" SE SUJETAN AL TENOR DE LAS SIGUIENTES DECLARACIONES Y CLAUSULAS.

**DECLARACIONES**

- I. Declara "EL CLIENTE" a través de su representante, en su case, bajo protesta de decir verdad y bien entendido de lo dispuesto por el artículo 112 (CIENTO DOCE) de la Ley de Instituciones de Crédito que:
  1. Su representante cuenta con las facultades suficientes y necesarias para acudir en su nombre y representación a la celebración y ejecución del presente contrato, mismas que no les han sido revocadas ni en forma alguna modificadas.
  2. Es una sociedad debidamente constituida de acuerdo con las leyes del país, que conforme a su objeto social esta contemplada la posibilidad de celebrar el tipo de operación que se consigna en este contrato, según lo acredita con sus estatutos sociales vigentes, par la que el presente contrato no viola ninguna de sus disposiciones estatutarias.

**CHECKING ACCOUNT LOAN OPENING  
CONTRACT ENTERED INTO BY:**

- I. BBVA BANCOMER, SOCIEDAD ANONIMA, INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIERO BBVA BANCOMER, AS THE LENDER, HEREINAFTER DESIGNATED AS "BANCOMER", REPRESENTED HEREIN BY EDUARDO VELAZQUEZ AGUILERA AND MARIO CORDERO GUERRERO;
- II. "AVICOLA PILGRIM'S PRIDE DE MEXICO", SOCIEDAD ANONIMA DE CAPITAL VARIABLE, AS THE BORROWER, HEREINAFTER DESIGNATED AS THE "CUSTOMER," REPRESENTED HEREIN BY JOSE ANTONIO VALDES RODRIGUEZ, AND JOINTLY WITH "BANCOMER" TO BE CALLED THE "PARTIES";
- III. WITH THE APPEARANCE OF "PILGRIM'S PRIDE", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, AND "COMERCIALIZADORA DE CARNES DE MEXICO", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, BOTH REPRESENTED HEREIN BY JOSE ANTONIO VALDES RODRIGUEZ, WHO WILL HEREINAFTER BE CALLED THE "GUARANTORS," AND JOINTLY WITH "BANCOMER" AND THE "CUSTOMER," THE "PARTIES."

THE PARTIES HEREBY SUBMIT THEMSELVES TO THE FOLLOWING RECITALS AND CLAUSES.

**RECITALS**

- I. The CUSTOMER, through its representative, as the case may be, hereby swears to tell the truth and that it understands the contents of Article 112 of the Law on Credit Institutions as follows:
  1. Its representative has sufficient powers as necessary to enter into this contract in its name and to represent it, which have not been revoked or modified in any way.
  2. It is a company that has been properly created based on the country's laws and that, based on the company's purpose, it has the power to enter into the type of operation set forth in this contract, as substantiated by its current articles of incorporation such that this contract does not violate any of said articles of incorporation.

/s/ EVA  
/s/ MCG  
/s/ JAVR

3. La empresa y los bienes que la forman se encuentran al corriente en el pago de todos los adeudos, obligaciones, impuestos y derechos a su cargo.
  4. No se encuentra pendiente, ni se amenaza presentar en su contra, alguna acción o procedimiento que pueda afectar la legalidad del presente contrato.
  5. Los estados financieros que ha entregado a "BANCOMER", presentan adecuadamente la situación financiera a la fecha, así como los resultados de sus operaciones por el periodo determinado en los mismos, de conformidad con las normas de información financiera generalmente aceptadas y aplicadas consistentemente, y que no ha habido cambio de importancia en su condición financiera.
  6. Tiene celebrado con "BANCOMER" un contrato de depósito bancario de dinero a la vista, en pesos, moneda nacional, en virtud del cual es titular de la Cuenta de Cheques (en adelante la "CUENTA DE CHEQUES"), identificada con el número [información confidencial retenido].
  7. Su domicilio social se ubica en Querétaro, Querétaro, con oficinas en Privada de los Industriales número 115, Jurica, Código Postal 76100, y con Registro Federal de Contribuyentes No. [información confidencial retenida].
  8. Conoce el sistema (según se define más adelante) que "BANCOMER" tiene en función y que opera mediante medios electrónicos, y que conoce y acepta que a través de él, "EL CLIENTE" expresará su consentimiento respecto de las disposiciones que realice al amparo del presente contrato, mediante el empleo de claves y contraseñas (según dichos términos se definen más adelante) previamente convenidas, mismas que la identifican y vinculan, e intercambiará instrucciones, archivos y mensajes de datos (según se define más adelante) con "BANCOMER".
  9. Tiene celebrado con "BANCOMER" un contrato de servicio de banca electrónica (Banca en línea), por el que a través de claves y contraseñas previamente convenidas, que la identifican y vinculan, tiene acceso a los sistemas de cómputo de "BANCOMER" para realizar diversas operaciones, entre las cuales puede realizar consultas de su línea de Crédito y disposiciones.
  10. Los recursos que utilizará para pagar el presenta "CREDITO" no son ni serán de procedencia ilícita.
3. The company and the company's assets are current with paying any of the debts, obligations, taxes, and fees for which it is responsible.
  4. There is no action or proceeding outstanding, nor is there any threat of an action or proceeding being filed, that may affect the legality of this contract.
  5. The financial statements that it has provided to BANCOMER properly demonstrate the financial situation to date, as well as the results of its operations for the period of time determined therein in conformity with the generally accepted financial reporting regulations as applied consistently and there has been no important change in its financial status.
  6. It has entered into an on-demand money deposit banking contract with BANCOMER in pesos, the national currency, by virtue of which it is the owner of the Checking Account (hereinafter the "CHECKING ACCOUNT") identified as number [confidential information withheld].
  7. The company domicile is located in Querétaro, Querétaro, and it has offices at Privada de los Industriales número 115, Jurica, Zip Code 76100; its Federal Taxpayer Number is [confidential information withheld].
  8. It understands the system (as defined hereafter) that BANCOMER has in operation using electronic media and it understands and accepts that, via said system, the CUSTOMER will express its consent in relation to the instructions to be carried out under the auspices of this contract by using user names and passwords (as those terms are defined hereafter) as stipulated previously, which will be used to identify and bind the CUSTOMER and it will exchange instructions, files, and data messages (as defined hereafter) with BANCOMER.
  9. It has entered into an electronic banking (online banking) service contract with BANCOMER that uses previously stipulated user names and passwords to identify and bind the CUSTOMER. The CUSTOMER has access to the BANCOMER computer system to carry out diverse operations, including making queries into its line of credit and the provisions related thereto.
  10. The resources that the CUSTOMER will use to pay this "LOAN" have not been, nor will they be, gained illicitly.

/s/ EVA  
/s/ MCG  
/s/ JAVR

11. Que cumple con el ordenamiento ecológico, la preservación, restauración y mejoramiento del ambiente, así como la protección de las áreas naturales, la flora y fauna silvestre y acuáticas, el aprovechamiento racional de los elementos naturales, la previsión y el control de la contaminación del aire, agua y suelo y en general todas y cada una de las disposiciones previstas en la Ley General de Equilibrio Ecológico y Protección del Ambiente.

**II. Declaran "LOS FIADORES", a través de su representante :**

1. Conforme a su objeto social esta contemplada la posibilidad de celebrar el tipo de operación que se consigna en este contrato, según lo acredita con sus estatutos sociales vigentes, por lo que el presente contrato no viola ninguna de sus disposiciones estatutarias. Que su(s) representante(s) cuenta(n) con las facultades suficientes y necesarias para acudir en su nombre y representación a la celebración y ejecución del presente contrato, mismas que no les han sido revocadas ni en forma alguna modificadas.
2. En virtud de las relaciones corporativas, financieras, administrativas y jurídicas que tienen con "EL CLIENTE", es de su interés comparecer en el presente contrato con el objeto de obligarse conjunta y solidariamente con ésta última frente a "BANCOMER", en el cumplimiento de todas las obligaciones que se desprenden a su cargo del presente contrato y, por tanto, es su intención constituirse en FIADORES.

**III. Declara "BANCOMER" a través de sus representantes:**

1. Es una sociedad anónima debidamente constituida conforme a las leyes mexicanas y autorizada para operar como institución de banca múltiple, por lo que cuenta con las facultades necesarias para la celebración y cumplimiento de este contrato.
2. Sus representantes cuentan con las facultades suficientes para acudir en su nombre y representación a la celebración y ejecución del presente contrato, mismas que no les han sido revocadas ni en forma alguna modificadas.
3. Tiene contemplada la utilización de equipos y sistemas automatizados de cómputo para la atención y control electrónico de alguna de las operaciones y servicios a que se refiere el presente contrato (en adelante el "SISTEMA"), que le permite intercambiar instrucciones, archivos y mensajes de datos.
4. Considerando las declaraciones de "EL CUENTE", está dispuesto a abrirle un "CREDITO".

11. Compliant with any laws related to the ecology and to the preservation, restoration and improvement of the environment as well as any laws related to protecting natural areas, flora and fauna in the wild and water resources, the rational use of natural elements, preventing and controlling air, water, and soil pollution and in general any and all of the provisions found in the General Law on Protecting the Environment and Ecological Balance.

**II. The GUARANTORS state the following through their representative :**

1. Based on their companies' purposes, they have the power to enter into the type of operation set forth in this contract, as substantiated by their current articles of incorporation such that this contract does not violate any of said articles of incorporation. Its representative(s) has (have) sufficient powers as necessary to enter into this contract in their name and to represent them, which have not been revoked or modified in any way.
2. By virtue of the corporate, financial, administrative, and legal relations that they have with the CUSTOMER, they are interested in becoming a party to this contract to be jointly and severally bound to the CUSTOMER in relation to BANCOMER to comply with all the obligations that are derived from their position in this contract and, therefore, it is their intention to become GUARANTORS.

**III. The GUARANTORS state the following through their representative:**

1. It is a company that has been properly created in conformity with Mexican law and it is authorized to operate as a multiple banking institution so it has the powers needed to enter into and perform this contract.
2. Its representatives have sufficient powers as necessary to enter into this contract in its name and to represent it, which have not been revoked or modified in any way.
3. It has considered using automated computer equipment and systems to carry out and track some of its operations and services electronically as referenced in this contract (hereinafter the "SYSTEM"), that make it possible to exchange instructions, files and data messages.
4. Considering the statements made by the CUSTOMER, it is willing to provide the CUSTOMER with a "LOAN."

/s/ EVA  
/s/ MCG  
/s/ JAVR

Por lo anterior, "LAS PARTES" se sujetan a la que estipulan las siguientes:

## CAPITULO PRIMERO CREDITO EN CUENTA CORRIENTE

### CLAUSULAS

**PRIMERA.- IMPORTE.** Por virtud del presente contrato "BANCOMER" abre a "EL CLIENTE" un "CREDITO" en cuenta corriente, hasta por la cantidad de **\$560'000,000.00 (QUINIENTOS SESENTA MILLONES DE PESOS 00/100 MONEDA NACIONAL)**, en lo sucesivo el "CREDITO".

Dentro del límite del "CREDITO" no quedan comprendidos los intereses, intereses moratorios, comisiones, accesorios y demás gastos que deba cubrir "EL CLIENTE" en favor de "BANCOMER" conforme al presente contrato.

"EL CLIENTE" hará uso del "CREDITO" en la forma, términos y bajo las condiciones convenidas en este contrato.

El "CREDITO" se otorga de conformidad a lo dispuesto en la Ley General de Títulos y Operaciones de Crédito, en forma de apertura de Crédito en Cuenta Corriente.

**SEGUNDA.- DESTINO.** "EL CLIENTE" se obliga a destinar el importe del "CREDITO" precisamente para *capital de trabajo*.

**TERCERA.- VIGENCIA.** La vigencia de este contrato es de **3 (tres)** años contados a partir de la fecha de firma del presente contrato, esto es, terminará precisamente el día **23 (veintitrés) de julio del año 2017 (dos mil diecisiete)**, en lo sucesivo "FECHA DE PAGO FINAL".

No obstante su terminación, este contrato producirá todos sus efectos legales hasta que "EL CLIENTE" haya liquidado en su totalidad todas las cantidades a su cargo bajo el presente contrato.

**CUARTA.- DISPOSICIONES DEL "CREDITO".** Durante la vigencia del presente contrato "EL CLIENTE" podrá disponer, total o parcialmente del "CREDITO", a través del "SISTEMA" y sujeto a lo siguiente:

Que no exista por parte de "EL CLIENTE" ningún hecho o motive que sea considerado como un incumplimiento a sus obligaciones establecidas en el presente instrumento, o con cualquier otro que tenga con "BANCOMER".

Las disposiciones del "CREDITO" que "EL CLIENTE" efectúe al amparo del presente contrato serán abonadas a la "CUENTA DE CHEQUES" que "BANCOMER" le tiene establecida.

Therefore, the PARTIES hereby subject themselves to the following stipulations:

## CHAPTER ONE CHECKING ACCOUNT LOAN

### CLAUSES

**1. AMOUNT.** By virtue of this contract, BANCOMER is hereby granting a LOAN to the CUSTOMER, to be deposited into the CUSTOMER's checking account, in the amount of **\$560,000,000.00 (FIVE HUNDRED SIXTY MILLION AND NO/100 MEXICAN PESOS)**, hereinafter referred to as the "LOAN."

The LOAN amount does not include any interest, late fees, commissions, accessory amounts and other expenses that the CUSTOMER must pay BANCOMER in conformity with this contract.

The CUSTOMER will use the LOAN in the fashion and based on the terms and conditions stipulated in this contract.

The LOAN is granted in conformity with the provisions in the General Credit Operations and Securities Law by depositing the LOAN into the CUSTOMER's CHECKING ACCOUNT.

**2. USE.** The CUSTOMER must use the LOAN precisely for *working capital*.

**3. EFFECTIVE PERIOD.** This contract will be effective for a period of **three (3)** years starting on the date that this contract is signed, i.e., it will end exactly on the **23 day of July 2017**, hereinafter to be referred to as the "FINAL PAYMENT DATE."

Despite the fact that the contract will end, it will remain in full force and effect for legal purposes until the CUSTOMER has paid off all of the amounts for which the CUSTOMER is under this Agreement liable.

**4. LOAN PROVISIONS.** During the effective period of this contract, the CUSTOMER may access the LOAN in full or in part through the SYSTEM and subject to the following:

The CUSTOMER in no way is in breach of the CUSTOMER's obligations set forth in this instrument or of any other obligation that the CUSTOMER may have with BANCOMER.

The amounts related to the LOAN that the CUSTOMER receives under the auspices of this contract will be paid into the CHECKING ACCOUNT that BANCOMER has established.

/s/ EVA  
/s/ MCG  
/s/ JAVR

En cada ocasión en que "EL CLIENTE" pretenda disponer parte o la totalidad del "CREDITO", éste último deberá convenir con "BANCOMER" las fechas de pagos parciales de capital, en lo sucesivo "FECHA DE PAGO PARCIAL", que no podrán ser superiores hasta **180 (ciento ochenta)** días, ni en su caso, superiores a la "FECHA DE PAGO FINAL". Las "FECHAS DE PAGOS PARCIALES" así convenidas se harán constar en el "SISTEMA" y en su caso, en los avisos disposición, en adelante "AVISOS DE DISPOSICION", que por cada disposición realice "EL CLIENTE".

"EL CLIENTE" podrá hacer remesas, antes de la fecha fijada para su liquidación parcial o total de las disposiciones que hubiere hecho, quedando facultado, mientras el presente contrato no concluya, para disponer en la forma pactada del saldo que resulte a su favor.

**QUINTA.- PAGO DEL PRINCIPAL.** Durante la vigencia del presente contrato, "EL CLIENTE" se obliga a pagar en favor de "BANCOMER", las cantidades de que haya dispuesto, efectuando pagos a "BANCOMER" por concepto de la suerte principal, precisamente en cada "FECHA DE PAGO PARCIAL".

En caso de que cualquier "FECHA DE PAGO PARCIAL" fuese un día que no sea "DIA HABIL", el pago se realizara el "DIA HABIL" inmediato siguiente.

No obstante lo señalado con anterioridad, "LAS PARTES" convienen que "EL CLIENTE" podrá optar durante la vigencia del presente contrato, por diferir cualquier pago de principal, para lo cual, a través del "SISTEMA", podrá previo a cada "FECHA DE PAGO PARCIAL" o precisamente en la "FECHA DE PAGO PARCIAL" y respecto de alguna disposición del "CREDITO", recalendarizar su pago correspondiente en el nuevo plaza que elija, siempre y cuando:

"EL CLIENTE" liquide los intereses ordinarios devengados a esa fecha, la recalendarización no se haga sobre una disposición vencida, y no tenga sobregiros, retenciones o bloqueos en la "CUENTA DE CHEQUES".

La recalendarización puede ser de la siguiente manera:

- Por el mismo importe o por un importe menor al de la disposición por vencer.
- Al nuevo vencimiento le aplicará la tasa de interés conforme a la cláusula SEXTA, derivado de cada recalendarización.
- Ninguna recalendarización podrá exceder el plazo máximo de hasta **180 (ciento ochenta)** días .
- Ninguna recalendarización podrá exceder del vencimiento del contrato.

Every time that the CUSTOMER would like to take out all or part of the LOAN, the CUSTOMER must reach an agreement with BANCOMER about the partial principal payment dates, hereinafter the "PARTIAL PAYMENT DATE," which may not be more than up to **one hundred eighty (180)** days or after the FINAL PAYMENT DATE. The PARTIAL PAYMENT DATE thus stipulated will be recorded in the SYSTEM and, as the case may be, in the application notices, hereinafter the "APPLICATION NOTICES," that the CUSTOMER must produce for each payment.

The CUSTOMER may make remittances prior to the date set for full or partial payments and is authorized, until this contract ends, to access the balance that is left available to the CUSTOMER as stipulated.

**5. PRINCIPAL PAYMENT.** During the period that this contract is in effect, the CUSTOMER must repay BANCOMER for the amounts that the CUSTOMER has taken out by making payments to the principal on each PARTIAL PAYMENT DATE.

If a PARTIAL PAYMENT DATE is not a BUSINESS DAY, the payment will be made on the immediately following BUSINESS DAY.

Notwithstanding the foregoing, the PARTIES agree that the CUSTOMER may, during the period that this contract is in effect, defer the principal payment amount such that the CUSTOMER may use the SYSTEM to reschedule the payment based on the new repayment period that the CUSTOMER chooses. Any such deferment must be made prior to each PARTIAL PAYMENT DATE or on the PARTIAL PAYMENT DATE itself, and will be subject to the following provisions:

The CUSTOMER must pay the regular interest earned on that date; the rescheduling may not be effected for an overdue payment; and there may not be any overdrafts, withholdings or blocks on the CHECKING ACCOUNT.

The payment may be rescheduled as follows:

- For the same amount or for an amount that is lower than the payment that is coming due.
- When the next payment comes due, the interest rate per section 6 will be applied as derived from each rescheduling.
- No rescheduling may exceed the maximum period of time, which is **one hundred eighty (180) days**.
- No payment may be rescheduled for after the contract expiration date.

/s/ EVA  
/s/ MCG  
/s/ JAVR

- Aplica únicamente para pago de principal y en "FECHAS DE PAGO PARCIAL", por lo que en la "FECHA DE PAGO PARCIAL" "EL CLIENTE" se obliga a mantener fondos suficientes en la "CUENTA DE CHEQUES" para pagar los intereses.

La recalendarización de pagos no implica prórroga a la vigencia del contrato.

**SIXTA.- INTERESES ORDINARIOS.** "EL CLIENTE" se obliga a pagar a "BANCOMER", durante la vigencia del presente contrato, intereses ordinarios sobre la suerte principal insoluta del "CREDITO", que se calcularán a una tasa anualizada que será el equivalente a la Tasa TIE (según se define más adelante) más **1.05 (uno punta cero cinco)** puntos porcentuales.

Los intereses se devengarán a partir de la fecha de disposición parcial o total del "CREDITO" y deberán ser pagados a "BANCOMER" en cada "FECHA DE PAGO DE INTERESES" (según éste término se define más adelante).

En el supuesto de que cualquier "FECHA DE PAGO DE INTERESES" fuese un día que no sea "DIA HABIL" (según dicho término se define a continuación), dicho pago se hará en el "DIA HABIL" inmediato siguiente, con el correspondiente recalcule de intereses.

Para efectos del presente contrato:

"DIA HABIL" significa, excepto sábados, domingos o días festivos, cualquier día en el cual las oficinas principales de las Instituciones de Crédito del país en la Ciudad de México, Distrito Federal, estén abiertas al público para la realización de operaciones bancarias.

"FECHA DE PAGO DE INTERESES" significa, el último día de cada Periodo de Intereses.

"PERIODO DE INTERESES" significa, cada periodo de un mes calendario, al cual se pueden adicionar los días necesario para completar el periodo correspondiente, con base en el cual se calcularán los intereses que cause el saldo insoluto del "CREDITO" en la inteligencia de que (i) el primer "PERIODO DE INTERESES" comenzará en la fecha de la disposición parcial o total del "CREDITO" y terminará precisamente el último día del mismo mes en que se haga la disposición, en el caso de que este sea "DIA INHABIL", el periodo terminará el "DIA HABIL" inmediato siguiente, (ii) los "PERIODOS DE INTERESES" subsecuentes comenzarán el día siguiente al último día del "PERIODO DE INTERESES" inmediato anterior y terminará el último día del mismo mes, en el caso de que este sea "DIA INHABIL", el periodo terminará el "DIA HABIL" inmediato siguiente, y (iii) cualquier "PERIODO DE INTERESES" que esté vigente en la "FECHA DE PAGO FINAL", terminará precisamente en dicha fecha.

- This is applicable only to the principal payment and the PARTIAL PAYMENT DATE such that, on the PARTIAL PAYMENT DATE, the CUSTOMER must have sufficient funds in the CHECKING ACCOUNT to pay the interest.

Rescheduling a payment does not imply that the contract expiration date has been extended.

**6. ORDINARY INTEREST.** During the period that this contract is in effect, the CUSTOMER must pay BANCOMER ordinary interest on the outstanding principal for the LOAN. The interest will be calculated based on an annualized rate that is the equivalent of the TIE Rate (as defined hereafter), plus **1.05 (one point zero five)** percentage points.

The interest will be earned as of the date that the LOAN is used partially or in full and must be paid to BANCOMER on each "INTEREST PAYMENT DATE" (as that term is defined hereafter).

Should any INTEREST PAYMENT DATE fall on a day that is not a BUSINESS DAY (as that term is defined hereafter), the payment will be made on the immediately following BUSINESS DAY, and the interest will be recalculated as pertinent.

For the intents and purposes of this contract:

"BUSINESS DAY" means any date when the main offices of credit institutions in Mexico City, the Federal District, are open to the public to engage in banking transactions except for Saturdays, Sundays, and holidays.

"INTEREST PAYMENT DATE" means the last day of each Interest Period.

"INTEREST PERIOD" means each period in a calendar month to which the days needed to complete the pertinent period may be added to be used to calculate the interest on the outstanding LOAN balance. This concept is understood as follows: (i) the first INTEREST PERIOD will begin on the date when the LOAN is accessed in full or in part and will end exactly on the last day of the same month when the payment is made -- should that day be a NON-BUSINESS DAY, the period will end on the immediately following BUSINESS DAY, (ii) the subsequent INTEREST PERIODS will begin on the day following the last day in the immediately preceding INTEREST PERIOD and will end on the last day of that month-- should that day be a NON-BUSINESS DAY, the period will end on the immediately following BUSINESS DAY, and (iii) any INTEREST PERIOD that is in effect on the FINAL PAYMENT DATE will end exactly on that date.

/s/ EVA  
/s/ MCG  
/s/ JAVR



"TASA TIIE" significa, la tasa de interés interbancaria de equilibrio a plaza de **28 (VEINTIOCHO)** días, o en caso de caer en día inhábil el término de dicho plaza, de **26 (VEINTISEIS)** , **27 (VEINTISIETE)** o **29 (VEINTINUEVE)** días, determinada por el Banco de México y publicada en el Diario Oficial de la Federación, el "DIA HABIL" inmediato anterior a la fecha de inicio de cada "PERIODO DE INTERESES".

Para el caso de que en cualquiera de cada uno de los "PERIODOS DE INTERESES" en que se devengarán los intereses no se llegare a contar con la determinación por parte do Banco de México de la "TASA TIIE", se aplicará al presente contrato la tasa de interés que sustituya a dicha "TASA TIIE" y que así lo haya dado a conocer el propio Banco de México, aplicándose como margen los mismos puntos porcentuales señalados para la "TASA TIIE", mismos que están señalados anteriormente y el mismo sistema para su cálculo.

En caso de que el Banco de México no dé a conocer tasa de intereses sustituta de la "TASA TIIE", se aplicara al "CREDITO", como tasa sustituta la "TASA CETES" (según se define más adelante) más los mismos puntos porcentuales que de común acuerdo "LAS PARTES" pacten en ese momento.

Para los efectos del presente contrato, "TASA CETES" significa la última tasa anual de interés de rendimiento equivalente a la de descuento, de los Certificados de la Tesorería de la Federación a plaza de **28 (VEINTIOCHO)** días o, en caso de caer en día inhábil el término de dicho plazo, de **26 (VEINTISEIS)** , **27 (VEINTISIETE)** o **29 (VEINTINUEVE)** días, en colocación primaria que semanalmente dé a conocer el Gobierno Federal por conducto de la Secretaría de Hacienda y Crédito Público mediante avisos en los periódicos de mayor circulación en el país, siendo aplicable al presente "CREDITO" la última "TASA CETES" que se haya dado a conocer de manera previa al inicio de cada "PERIODO DE INTERESES".

En caso de que no se publique ninguna de las tasas anteriormente señaladas, "LAS PARTES" están de acuerdo en celebrar un convenio modificatorio al presente contrato, que tenga por propósito establecer la tasa de interés aplicable al mismo. Lo anterior, dentro de un plazo que no podrá ser superior a un plazo de **20 (VEINTE)** días naturales, a la fecha en que "BANCOMER" le notifique a "EL CLIENTE" de dicha circunstancia. Durante el mencionado plaza regirá la última tasa de interés aplicada.

"TIIE RATE" means the equilibrium interbank interest rate for a period of **TWENTY-EIGHT (28)** days or, if the date falls on a date that is not a business day on the end of said period, **TWENTY-SIX (26)** , **TWENTY-SEVEN (27)** or **TWENTY-NINE (29)** days, as determined by the Bank of Mexico and published in the Official Journal of the Federation, on the BUSINESS DAY immediately preceding the date that each INTEREST PERIOD begins.

If, in any of the INTEREST PERIODS during which interest is earned, the "TIIE RATE" is not set by the Bank of Mexico, the interest rate that replaces said "TIIE RATE" as announced by the Bank of Mexico itself will be applied to this contract. The same percentage points indicated for the "TIIE RATE" will be applied as a margin as indicated previously and the same system will be used to calculate it.

If the Bank of Mexico does not announce the interest rate that replaces the TIIE RATE, the "CETES RATE" (as defined hereafter) will be applied to the LOAN as the replacement rate, plus the same percentage points that the PARTIES agree to mutually at that time.

For the purposes of this contract, the "CETES RATE" means the last annual interest rate with a yield equivalent to the discount rate for the Treasury Certificates of the Federation for a term of **TWENTY-EIGHT (28)** days, or if that date falls on a non-business day, **TWENTY-SIX (26)** , **TWENTY-SEVEN (27)** or **TWENTY-NINE (29)** days, in primary placement as announced each week by the Federal Government through the Secretary of Finance and Public Credit by means of notifications in the newspapers with major circulation in the country. The last "CETES RATE" announced prior to the beginning of each INTEREST PERIOD will be applied to this LOAN.

If none of the previously indicated rates are published, the PARTIES agree to enter into an agreement to modify this contract whose purpose is to establish the interest rate applicable to this contract. The foregoing will occur within a period that may not exceed **TWENTY (20)** calendar days after the date when BANCOMER notifies the CUSTOMER of said circumstance. The last interest rate applied will remain in place during the aforementioned period.

/s/ EVA  
/s/ MCG  
/s/ JAVR

Será causa de vencimiento anticipado del presente contrato, el que "LAS PARTES" no lleguen a un acuerdo respecto a la tasa sustituta aplicable dentro del plazo arriba pactado, caso en el cual "EL CLIENTE" deberá pagar a "BANCOMER" el saldo insoluto del "CREDITO" y sus demás accesorios, en la fecha del citado vencimiento, toda vez que en caso contrario el saldo insoluto devengará intereses moratorios conforme a la pactado en el presente instrumento, tomando como base la última tasa ordinaria aplicable al presente "CREDITO".

Para calcular los intereses ordinarios de cada "PERIODO DE INTERESES", la tasa anualizada de interés aplicable se dividirá entre **360 (TRESCIENTOS SESENTA)** y el resultado se multiplicará por el número de los días naturales que integren el "PERIODO DE INTERESES" de que se trate. La tasa resultante se multiplicará por el saldo insoluto del "CREDITO" y el producto será la cantidad que por concepto de intereses deberá pagar "EL CLIENTE" a "BANCOMER" en cada "FECHA DE PAGO DE INTERESES".

**SEPTIMA.- INTERESES MORATORIOS.** En caso de que "EL CLIENTE" no pague puntualmente alguna cantidad que deba cubrir en favor de "BANCOMER" conforme al presente contrato, exceptuando intereses, dicha cantidad devengará intereses moratorios desde la fecha de su vencimiento hasta que se pague totalmente, intereses que se devengarán diariamente, que se pagarán a la vista y conforme a una tasa anualizada igual al resultado de multiplicar la tasa de intereses ordinaria por **2 (DOS)**.

Para calcular los intereses moratorios, la tasa anualizada de interés moratoria aplicable se dividirá entre **360 (TRESCIENTOS SESENTA)** y el cociente se aplicará a los saldos insolutos y vencidos, resultando así el interés moratoria de cada día, que se ha obligado a pagar "EL CLIENTE" en términos de este contrato.

**OCTAVA.- COMISION(ES).** "EL CLIENTE" se obliga a pagar a "BANCOMER" comisión por la cantidad de **\$0.00 (CERO PESOS 00/100 M.N.)**, que será cobrada al momento que "BANCOMER" realice el alta del "CREDITO" en el "SISTEMA".

Asimismo "EL CLIENTE" se obliga a pagar a "BANCOMER" una comisión anual por administración del "CREDITO" por la cantidad de **\$0.00 (CERO PESOS 00/100 M.N.)**, que será pagada en la fecha que se cumpla cada aniversario del presente contrato.

Para efectos de esto último, "EL CLIENTE" faculta irrevocablemente a "BANCOMER" para que cobre dicha(s) comisión(es) más el IVA correspondiente, mediante el cargo del importe que corresponda a la "CUENTA DE CHEQUES".

This contract may be terminated in advance if the PARTIES do not reach an agreement about the applicable replacement rate within the period stipulated above. In such a case, the CUSTOMER must repay BANCOMER for the outstanding balance of the LOAN and any associated payments on the date of the aforementioned expiration, since otherwise the outstanding balance will have late fees applied as set forth in this instrument, using as a basis the last ordinary rate applicable to this LOAN.

To calculate ordinary interest for each INTEREST PERIOD, the applicable annualized interest rate will be divided by **THREE HUNDRED SIXTY (360)** and the result will be multiplied by the number of calendar days making up the pertinent INTEREST PERIOD. The resulting rate will be multiplied by the LOAN's outstanding balance and the product will be the amount to be paid by the CUSTOMER as interest to BANCOMER on each INTEREST PAYMENT DATE.

**7. LATE FEES.** Should the CUSTOMER make a late payment for any amount owed to BANCOMER based on this contract, with the exception of interest, that amount will have late fees applicable from the due date until it is paid in full. The fees will be applied each day and will be paid on demand based on the annualized rate that is equal to the result of multiplying the ordinary interest rate by **TWO (2)**.

To calculate late fees, the annual late fee rate will be divided by **THREE HUNDRED SIXTY (360)** and the result will be applied to the outstanding, overdue balance as the late fees for each day that the CUSTOMER must pay under the terms of this contract.

**8. FEES.** The CUSTOMER must pay BANCOMER a fee for opening the LOAN in the amount of **\$0.00 (ZERO PESOS IN THE NATIONAL CURRENCY)**, which will be collected at the time that BANCOMER releases the LOAN in the SYSTEM.

Likewise, the CUSTOMER must pay BANCOMER an annual LOAN administration fee in the amount of **\$0.00 (ZERO PESOS IN THE NATIONAL CURRENCY)**, which will be paid on each contract anniversary date.

For the purposes of the annual administration fee, the CUSTOMER hereby irrevocably empowers BANCOMER to collect said fee(s) plus the pertinent VAT by charging the fee to the CHECKING ACCOUNT.

/s/ EVA  
/s/ MCG  
/s/ JAVR

**NOVENA.- LUGAR Y FORMA DE PAGO.** Todos los pagos que deba efectuar "EL CLIENTE" en favor de "BANCOMER" al amparo de este contrato, por capital, intereses, comisiones y demás consecuencias legales, los hará en las fechas convenidas en días y horas hábiles, sin necesidad de previa requerimiento. Dichos pagos serán efectuados a través del "SISTEMA" o en cualquier sucursal de "BANCOMER", ubicada en la misma plaza correspondiente al domicilio estipulado por "BANCOMER", o bien, podrán hacerse en cualquier otro lugar que al efecto "BANCOMER" notifique a "EL CLIENTE" con por la menos **10 (DIEZ)** días de anticipación a la fecha de pago respectivo.

"BANCOMER" estará obligada a recibir cheques y órdenes de transferencias de fondos para el pago de principal, intereses, comisiones y gastos del "CREDITO".

Las órdenes de transferencia de fondos podrán ser enviadas a solicitud de "EL CLIENTE" o por un tercero y la institución emisora podrá ser otra Institución de Crédito. Asimismo, los cheques podrán ser librados por "EL CLIENTE" o por un tercero, incluyendo aquellos que hayan sido expedidos a cargo de otra Institución de Crédito. Lo anterior siempre y cuando quienes libren los cheques o soliciten órdenes de transferencias de fondos respectivos, tengan en las cuentas que correspondan recursos suficientes.

El pago del "CREDITO" se acreditará de acuerdo al medio de pago que utilice "EL CLIENTE", de la manera siguiente:

MEDIOS DE PAGO	FECHAS DE ACREDITAMIENTO DEL PAGO
<b>Efectivo</b>	Se acreditará el mismo día.
<b>Cheque del mismo "BANCOMER"</b>	Se acreditará el mismo día.
<b>Cheque de otro banco</b>	Si se deposita antes de las 16:00 horas, se acreditará a más tardar el "DIA HABIL" siguiente. Si se deposita después de las 16:00 horas, se acreditará a más tardar el segundo "DIA HABIL" siguiente.
<b>Domiciliación</b>	Se acreditará: a) En la fecha que "BANCOMER" acuerde con "EL CLIENTE", o b) En la fecha límite de pago del "CREDITO", préstamo o financiamiento.
<b>Transferencias electrónicas de fondos</b>	a) A través del "SISTEMA" de Pagos Electrónicos Interbancarios (SPEI) o mediante cargos y abonos a cuentas en el mismo "BANCOMER", se acreditará mismo "DIA HABIL" en que se ordene la transferencia. b) A través del Sistema de Pagos Electrónicos, se acreditará a más tardar el "DIA HABIL" siguiente al que se ordene la transferencia.

No obstante lo convenido anteriormente, "EL CLIENTE" instruye expresa e irrevocablemente a "BANCOMER" para que este último cargue a la "CUENTA DE CHEQUES", el importe de principal, intereses ordinarios, y en su caso, intereses moratorios, comisiones, gastos y demás accesorios del "CREDITO", acreditándose en el mismo día en que se efectúe el pago.

"EL CLIENTE" se obliga a mantener la provisión de fondos suficientes en la "CUENTA DE CHEQUES" aludida.

**9. PLACE AND METHOD OF PAYMENT.** All the payments to be made by the CUSTOMER to BANCOMER under the auspices of this contract for principal, interest, fees, and other legal consequences will be made on the stipulated dates during normal business hours without the need for any notification to be sent to the CUSTOMER first. The payments will be made using the SYSTEM or at any BANCOMER branch located in the same location as the domicile stipulated by BANCOMER or may be made anywhere else, that BANCOMER reports to the CUSTOMER for said purpose at least **TEN (10)** days prior to the pertinent payment due date.

BANCOMER must accept checks and funds transfer orders to pay the principal, interest, fees, and expenses associated with the LOAN.

The funds transfer orders may be sent at the CUSTOMER'S request or by a third party; the issuing institution may be another credit institution. Likewise, the checks may be drawn by the CUSTOMER or by a third party, including any checks that may have been issued by another credit institution. The foregoing is applicable provided that the parties issuing the checks or requesting funds transfers have sufficient funds in the pertinent accounts.

The LOAN payment will be credited based on the payment method used by the CUSTOMER as follows:

PAYMENT MEDIA	PAYMENT APPLICATION DATE
<b>Cash</b>	Cash will be credited the same day.
<b>Check from BANCOMER</b>	The check will be credited the same day.
<b>Check from another bank</b>	If the check is deposited prior to 4:00 p.m., it will be credited on the next business day by the latest. If the check is deposited after 4:00 p.m., it will be credited on the second business day after the deposit by the latest.
<b>Direct Debit</b>	The payment will be credited: c) On the date that BANCOMER agrees with the CUSTOMER, or d) On the LOAN or financing payment due date.
<b>Electronic funds transfers</b>	c) Payments made through the Interbank Electronic Payment System (SPEI) or by means of charges or payments to accounts at BANCOMER will be credited the same BUSINESS DAY on which the transfer is ordered. d) Payments made through the Electronic Payment System will be credited on the BUSINESS DAY following the day the transfer is ordered by the latest.

Despite what was previously agreed, the CUSTOMER hereby expressly and irrevocably instructs BANCOMER to charge the payments for principal, ordinary interest, late fees, other fees, expenses and items associated with the LOAN to the CUSTOMER'S CHECKING ACCOUNT, to be applied on the same date that the payment is made.

The CUSTOMER must keep sufficient funds in the aforementioned CHECKING ACCOUNT.

/s/ EVA  
/s/ MCG  
/s/ JAVR

"LAS PARTES" acuerdan que "EL CLIENTE" podrá solicitar su estado de cuenta del "CREDITO" en cualquiera de las sucursales de "BANCOMER". En el estado de cuenta podrá conocer su saldo del "CREDITO", los cargos y abonos efectuados.

**DECIMA.- PAGOS ANTICIPADOS.** "EL CLIENTE" podrá pagar antes de su vencimiento, parcial o totalmente, el importe de las sumas dispuestas sin costo alguno, siempre y cuando este pago se haga en la "FECHA DE PAGO DE INTERESES". El importe de los pagos anticipados será aplicado primeramente al pago de intereses generados no vencidos y por último al capital.

En el supuesto que el pago anticipado se realice fuera de la "FECHA DE PAGO DE INTERESES" y cause algún costo a "BANCOMER", esta costa será cubierto por "EL CLIENTE", en la misma fecha en que se realice dicho pago.

**DECIMA PRIMERA.- OBLIGACIONES ESPECIALES.** "EL CLIENTE" está obligado a cumplir durante la vigencia de este contrato y mientras exista saldo derivado del mismo, las obligaciones siguientes:

**A. OBLIGACIONES DE HACER.**

1. Entregar a "BANCOMER" sus estados financieros anuales dictaminados, cuándo exista la obligación fiscal de hacerlo, dentro de los **210 (DOSCIENTOS DIEZ)** días naturales, posteriores al cierre de su ejercicio social, de las empresas: Avícola Pilgrim's Pride de México, S.A. de C.V. y subsidiarias, en forma individual y consolidada, Pilgrim's Pride, S. de R.L. de C.V., Comercializadora de Carnes de México, S. de R.L. de C.V., Pilgrim's Pride Co., y JBS, S.A., de manera enunciativa más no limitativa.
2. Entregar a "BANCOMER" dentro de los **90 (NOVENTA)** días naturales siguientes al cierre de cada **semestre**, los estados financieros internos y/o relación patrimonial de bienes (según sea el caso), que incluyan balance, estado de resultados y relaciones analíticas de sus principales cuentas de activo y pasivo, de las empresas señaladas en el punto 1 anterior.
3. Informar a "BANCOMER" dentro de los **45 (CUARENTA Y CINCO)** días hábiles siguientes a su acontecimiento, de cualquier evento que pudiera afectar, afecte o menoscabe la situación financiera actual de su negocio que ponga en riesgo el cumplimiento de sus obligaciones de pago estipuladas en este contrato o incurra en alguna de las causas de vencimiento anticipado previstas en este contrato informando además, las acciones y medida que se vayan a tomar al respecto.

**B. OBLIGACIONES DE NO HACER.**

The PARTIES agree that the CUSTOMER may ask for an account statement for the LOAN at any of the BANCOMER branches. The account statement will; show the LOAN balances, charges, and payments made.

**10. PRE-PAYMENTS.** The CUSTOMER may make the loan payments, whether in full or in part, prior to the payment due date without charge, provided such payment is made in the "INTEREST PAYMENT DATE". The pre-payment amounts will be applied first to any earned interest payment that is not overdue and then to principal.

Should the pre-payment take place outside of the "INTEREST PAYMENT DATE" and entail any cost for BANCOMER, the cost will be paid by the CUSTOMER on the same date that the payment is made.

**11. SPECIAL OBLIGATIONS.** The CUSTOMER must comply with the following obligations while this contract is in effect and while there is any outstanding balance:

**B. OBLIGATIONS.**

1. Provide BANCOMER with annual official financial statements, when there is any tax payment due, within **TWO HUNDRED TEN (210)** calendar days after the close of the company's fiscal period, of the companies: Avícola Pilgrim's Pride de México, S.A. de C.V. and subsidiaries, individually and consolidated, Pilgrim's Pride, S. de R.L. de C.V., Comercializadora de Carnes de México, S. de R.L. de C.V., Pilgrim's Pride Co., and JBS, S.A., that as enunciated most without limitation.
2. Provide BANCOMER internal financial statements and/or financial condition statements (as the case may be) to BANCOMER within **NINETY (90)** calendar days after the close of the semester annual fiscal period. They must include the balance sheet, the profit and loss statements and analytical ratios between the CUSTOMER's main asset and liability accounts, of the companies mentioned in point 1 above.
3. Report to BANCOMER within FORTY FIVE (45) business days after the occurrence of any event that may affect or endanger the current financial situation of its business that endangers the fulfillment of its payment obligations stipulated in this contract or after incurring any of the causes for early termination provided in this contract. The CUSTOMER must also report any actions and measures that will be taken to BANCOMER.

**B. OTHER OBLIGATIONS.**

/s/ EVA  
/s/ MCG  
/s/ JAVR

Sin previa autorización por escrito de "BANCOMER", "EL CLIENTE" no podrá:

1. Contratar pasivos con costo financiero, cuyos montos y garantías, pudieran afectar las obligaciones de pago establecidas en el presente contrato.
2. Otorgar préstamos y/o garantías a terceros o empresas filiales que pudieran afectar las obligaciones de pago establecidas en el presente contrato.

**DECIMA SEGUNDA.- GASTOS** . Todos los gastos, así como en su caso los honorarios del Fedatario Público y derechos de Registro, derivados de este contrato, deberán ser cubiertos por "EL CLIENTE".

Para el caso de que "EL CLIENTE" en un plaza de **10 (DIEZ)** días naturales contados a partir de la fecha de firma del presente contrato, no haya efectuado el pago pre aprobado que por gastos, honorarios y derechos que el presente contrato origine, autoriza expresa e irrevocablemente a "BANCOMER" para que le sean cargadas en su "CUENTA DE CHEQUES", en el entendido, que si no cuenta con fondos suficientes en la misma, "BANCOMER" realizará el pago, obligándose a resarcir a "BANCOMER" de estas cantidades, en un plaza de **10 (DIEZ)** días naturales contados a partir de que "BANCOMER" haya efectuado el pago, obligándose, además, a pagar los intereses moratorios pactados en el presente instrumento per cada día de mora en el pago de estos conceptos, tomando como base, la última tasa ordinaria aplicable al "CREDITO".

**DECIMA TERCERA.- IMPUESTOS.** "EL CLIENTE" pagará a "BANCOMER" todas las sumas de principal, intereses y otras sumas pagaderas conforme al presente contrato, libres, exentas y sin deducción, carga o cualquier otra responsabilidad fiscal que grave dichas cantidades en la actualidad o en el futuro, pagaderos en cualquier jurisdicción en México.

**DECIMA CUARTA.- CAUSAS DE VENCIMIENTO ANTICIPADO.**

El plazo para el pago del "CREDITO" y sus accesorios se podrá dar por vencido anticipadamente, sin necesidad de declaración judicial previa, en caso de que acontezca cualquiera de las siguientes causas:

1. Si "EL CLIENTE" no pagase puntual e íntegramente a su vencimiento el capital, o los intereses devengados, o comisiones o gastos que se causen en virtud del presente instrumento y en relación con el "CREDITO" (cada uno de dichos eventos constituirá una "CAUSA DE VENCIMIENTO ANTICIPADO").

Without previous written authorization from BANCOMER, the CUSTOMER may not:

1. Take out liabilities with any financial cost whose amounts and collateral may affect the payment obligations set forth in this contract.
2. Issue loans and/or guarantees to third parties or associated companies that may affect the payment obligations set forth in this contract.

**12. EXPENSES.** Any expenses including professional fees for notaries public and registration fees derived from this contract are to be paid by the CUSTOMER.

If, within a period of **TEN (10)** calendar days after the date that this contract is signed, the CUSTOMER has not made the preapproved payment for any expenses, professional fees, and other fees arising from this contract, the CUSTOMER expressly and irrevocably authorizes BANCOMER such that said expenses and fees may be charged to the CUSTOMER's CHECKING ACCOUNT with the understanding that if the CHECKING ACCOUNT has insufficient funds, BANCOMER will make the payment and that BANCOMER is to be reimbursed for said amounts within a period of **TEN (10)** calendar days after the date when BANCOMER made the payment. In addition, the CUSTOMER must pay for any late fees stipulated in this instrument for every day that payment for these items is in arrears, using as a basis the last ordinary rate applicable to the LOAN.

**13. TAXES.** The CUSTOMER will pay any amounts related to principal, interest and other amounts payable based on this contract to BANCOMER free and clear of any deduction, charge or any other tax liability applied to said amounts currently or in the future that may be payable in any jurisdiction in Mexico.

**14. CAUSES FOR EARLY TERMINATION.** The deadline to pay off the LOAN and any associated amounts may be moved forward without the need for any legal ruling to do so, in case any of the following causes occurs:

1. If the CUSTOMER does not make a full payment on time for any principal or earned interest due or for fees or expenses that are due that are caused by virtue of this instrument or in relation to the LOAN (each of said events will constitute a "CAUSE FOR EARLY TERMINATION").

/s/ EVA  
/s/ MCG  
/s/ JAVR

2. Si "EL CLIENTE" después de **10 (diez)** días de recibir notificación per escrito de "BANCOMER" faltare al cumplimiento de cualquiera de sus obligaciones bajo el presente instrumento, incluyendo sin limitar las obligaciones de hacer y de no hacer estipuladas en el presente instrumento, si incumple otros contratos u obligaciones que tenga contraídas con "BANCOMER" o que contraiga con él en lo futuro.

Independientemente de lo anterior, el "CREDITO" se extinguirá en los casos previstos per el Artículo trescientos uno de la Ley General de Títulos y Operaciones de Crédito.

En caso de ocurrir alguna de las causas de vencimiento anticipado antes previstas o las que se derivan de la ley, "BANCOMER" podrá declarar de manera inmediata el importe total de dicho "CREDITO" y todas las demás sumas que se adeuden bajo el presente contrato; en caso contrario "EL CLIENTE" se obliga a pagar intereses moratorios conforme a lo pactado en el presente instrumento, tomando como base la última tasa ordinaria aplicable al presente "CREDITO".

**DECIMA QUINTA.- COMPENSACION.** En el supuesto de que en cualquier fecha en que "EL CLIENTE" deba pagar a "BANCOMER" cualquier cantidad conforme a este instrumento y "EL CLIENTE" incumpliere con esa obligación de pago, este último en la medida permitida por la ley, autoriza y faculta irrevocablemente "BANCOMER" para que cargue contra cualquier depósito y o cuenta que "EL CLIENTE" mantenga con "BANCOMER" (incluyendo, sin limitar depósitos y o cuentas a la vista, de ahorro, a plazo, provisionales o definitivas, cuentas de inversión cualesquiera que estas sean) y compense contra cualquier adeudo que "BANCOMER" pueda tener a su cargo y a favor de "EL CLIENTE" por cualquier concepto, precisamente hasta una cantidad igual al monto de la cantidad no pagada a "BANCOMER", sin necesidad de requerimiento, aviso o demanda alguna.

"BANCOMER" notificará a "EL CLIENTE", tan pronto como le sea posible, de cualquier cargo o compensación que haya efectuado conforme a lo permitido en ésta cláusula, en el entendido de que a falta de dicha notificación no afectará en forma alguna la validez del mencionado cargo o compensación.

2. If the CUSTOMER after **TEN (10)** days of receiving written notice from "BANCOMER" fails to comply with any of its obligations as set forth in this instrument, including without limitation all of the obligations stipulated in Sections 11.A and 11.8 of this instrument, or if it is in breach of any other contracts or obligations that the CUSTOMER has with BANCOMER or that the CUSTOMER may enter into with BANCOMER in the future.

Notwithstanding the foregoing, the LOAN will be extinguished in the cases provided in Article 301 of the General Credit Operations and Securities Law.

Should any of the causes for early termination provided above occur or should any of the causes derived from the law occur, BANCOMER may declare that the deadline stipulated for the payment of the LOAN and other associated payments set forth in this instrument has ended. In such a case, the CUSTOMER must immediately pay BANCOMER for the full LOAN amount, including any other sums owed under this contract. Otherwise, the CUSTOMER must pay late fees as set forth in this instrument, using the last ordinary interest rate applicable to this LOAN as a basis.

**15. COMPENSATION.** Should the CUSTOMER fail to make a payment that it owes to BANCOMER on the due date based on this instrument, the CUSTOMER, to the degree allowed by law, hereby irrevocably authorizes and empowers BANCOMER to charge said payment against any deposit or account that the CUSTOMER has with BANCOMER (including, without limitation, deposits and/or on-demand accounts, savings accounts, term, provisional or definitive accounts, and investment accounts, whatever they may be) and to compensate BANCOMER for any amount owed by the CUSTOMER for any item, precisely up to an amount equal to the amount that went unpaid to BANCOMER, with no need for any notification, warning, or lawsuit to be filed first.

BANCOMER will notify the CUSTOMER, as soon as possible, of any charge or compensation that it has processed, as allowed in this clause with the understanding that failure to provide any such notification will not in any way affect the validity of said charge or compensation.

/s/ EVA  
/s/ MCG  
/s/ JAVR

**DECIMA SEXTA.- CESION DEL CREDITO.** Este contrato surtirá sus efectos una vez que haya sido suscrito por "EL CLIENTE" y "BANCOMER" y posteriormente obligará y beneficiará a "EL CLIENTE" y a "BANCOMER" y a sus respectivos sucesores y cesionarios según sea el caso, "EL CUENTE" no podrá ceder sus derechos u obligaciones conforme a este contrato, ni interés en el mismo sin el consentimiento previa y por escrito de "BANCOMER". "BANCOMER" por su parte, podrá transmitir, ceder o negociar este "CREDITO" sin limitación alguna si "EL CLIENTE" faltare al cumplimiento de cualquiera de sus obligaciones bajo el presente contrato, y con el consentimiento por escrito de "EL CLIENTE" sólo para el caso de que se encuentre al corriente en el cumplimiento de las obligaciones bajo el presente contrato, al cesionario le corresponderán en contra de "EL CLIENTE" los mismos derechos y beneficios que tendría si fuera "BANCOMER" en este contrato.

**DECIMA SEPTIMA. RESTRICCION Y DENUNCIA.** En términos del artículo doscientos noventa y cuatro de la Ley General de Títulos y Operaciones de "BANCOMER" se reserva el derecho de denunciar o restringir el presente contrato si "EL CLIENTE" faltare al cumplimiento de cualquiera de sus obligaciones de conformidad con la cláusula décima cuarta, en cualquier momento y mediante aviso por escrito que entregue a "EL CLIENTE".

En caso de denuncia de este contrato, el "CREDITO" se extinguirá en la parte en que "EL CLIENTE" no hubiere dispuesto, se darán por vencidos anticipadamente los plazos pactados y "EL CUENTE" deberá pagar a "BANCOMER" de inmediato, el importe de las sumas de que haya dispuesto, más las que le adeude por cualquier otro concepto.

## **CAPITULO SEGUNDO MEDIOS ELECTRONICOS**

### **TITULO I USO DE MEDIOS ELECTRONICOS**

**DECIMA OCTAVA.- CONSENTIMIENTO POR MEDIOS ELECTRONICOS.** "EL CLIENTE" conoce y acepta que la manifestación de su consentimiento, respecto de los aetas convenidos en este contrato, lo expresaran a través: (i) de información generada, enviada, recibida, archivada o comunicada, a través de medias electrónicos, ópticos o de cualquier otra tecnología (en lo sucesivo "MENSAJE DE DATOS") (ii) del uso de claves y contraseñas previamente convenidas entre "LAS PARTES"; y (iii) del uso de equipos de cómputo y sistemas automatizados conforme a lo establecido en este contrato y en el(los) contrato(s) que "EL CLIENTE" tiene celebrado con "BANCOMER" para el uso y operación del "SISTEMA" referido en las declaraciones de este instrumento.

**16. LOAN TRANSFER.** This contract will take effect once it has been signed by the CUSTOMER and BANCOMER. At that point, it will be binding on and to the benefit of the CUSTOMER and BANCOMER and their different successors and assigns, as the case may be. The CUSTOMER may not transfer its rights or obligations as set forth in this contract, nor may the CUSTOMER transfer any interest herein without first obtaining written consent from BANCOMER. For its part, BANCOMER may transfer, convey, or trade this LOAN without limitation if the CUSTOMER fails to comply with any of its obligations as set forth in this contract, and with the written consent of the CUSTOMER just in case that is current on compliance with the obligations as set forth in this contract. The recipient of said transfer, conveyance or trade will have the same rights and benefits in relation to the CUSTOMER as though said recipient were BANCOMER in this contract.

**17. RESTRICTION AND WAIVER.** Under the terms of Article 294 of the General Credit Operations and Securities Law, it is hereby expressly stipulated that BANCOMER reserves the right to waive or restrict this contract if the CUSTOMER fails to comply with any of its obligations as provided by clause 14 at any time by means of a written notice served on the CUSTOMER.

Should this contract be waived, any amounts of the LOAN that the CUSTOMER has not accessed will be extinguished. The amounts of the LOAN that the CUSTOMER has already used will be called due and the CUSTOMER must immediately pay back the amounts of the loan that the CUSTOMER has used, plus what is owed by the CUSTOMER to BANCOMER for any other item.

## **CHAPTER TWO ELECTRONIC MEDIA**

### **TITLE I USING ELECTRONIC MEDIA**

**18. CONSENT TO THE USE OF ELECTRONIC MEDIA.** The CUSTOMER is aware of and accepts that the manifestation of its consent in relation to the actions stipulated in this contract will be expressed through: (i) the information that is generated, sent, received, filed or communicated through electronic, optical or any other media (hereinafter the "DATA MESSAGE"), (ii) by using user names and passwords previously agreed to by the PARTIES; and (iii) by using computer equipment and; automated systems as set forth in this contract and in any contract(s) that the CUSTOMER may have entered into with BANCOMER to use and operate the SYSTEM referenced in the recitals in this instrument.

/s/ EVA  
/s/ MCG  
/s/ JAVR

**DECIMA NOVENA.- SUSTITUCION DE LA FIRMA AUTOGRAFA.** En virtud a lo estipulado en la cláusula anterior, "BANCOMER" y "EL CLIENTE" convienen en términos de lo establecido en las legislaciones aplicables, que el uso de los medios de identificación electrónicos previstos en este instrumento y las operaciones realizadas mediante la transmisión de "MENSAJES DE DATOS" a través del empleo de las claves y contraseñas en el "SISTEMA", sustituirán la firma autógrafa, tendrán plena valor probatorio y fuerza legal para acreditar la(s) disposiciones del "CREDITO", el importe de la(s) misma(s), las tasas de intereses y producirán los mismos efectos que las leyes otorgan a los documentos correspondientes y, en consecuencia, tendrán el mismo valor probatorio.

**VIGESIMA.- AUTORIZACION PARA LA REALIZACION DE DISPOSICION POR MEDIOS ELECTRONICOS.** Asimismo y para todos los efectos legales a que haya lugar, "EL CLIENTE" conviene con "BANCOMER" en que se entenderán autorizadas y facultadas por cuenta y arden de "EL CLIENTE" a todas y cada una de las personas que realicen las operaciones por medios electrónicos materia de este instrumento proporcionando los datos de las claves contraseñas que con "BANCOMER" tiene establecidas, liberando a "BANCOMER" de cualquier responsabilidad derivada del uso indebido de dichos medios.

Ambas partes convienen en que el uso de las claves y contraseñas sirven de medios de autenticación, identificación y expresión del consentimiento de "EL CLIENTE" en el "SISTEMA" y que éstas serán utilizadas en sustitución del nombre y la firma autógrafa de "EL CLIENTE". "BANCOMER" se basará en ellos de la misma manera y para los mismos propósitos y alcances.

**VIGESIMA PRIMERA.- MODIFICACIONES A LOS MEDIOS ELECTRONICOS.** "BANCOMER" podrá en todo momento mejorar la calidad de sus servicios estableciendo modificaciones a las reglas del "SISTEMA" y/o a los procedimientos de acceso e identificación, con previa aviso a "EL CLIENTE" ya sea por escrito, mediante el "SISTEMA" o por cualquier otro medio, con **7 (SIETE)** días hábiles de anticipación a la fecha de entrada en vigor de las mismas, de quien se entenderá su aceptación mediante la utilización que haga de dicho "SISTEMA" después de que estas hayan entrada en vigor.

Asimismo ambas partes convienen que "BANCOMER" podrá fijar libremente las bases, requisitos y condiciones de operación del "SISTEMA", así como los días y el horario de su operación.

**19. MANUAL SIGNATURE REPLACEMENT.** By virtue of the stipulations in the previous clause, BANCOMER and the CUSTOMER agree, under the terms of the contents of the applicable laws, that using the electronic identification media provided in this instrument and the operations carried out by transmitting DATA MESSAGES by using user names and passwords in the SYSTEM will replace the manual signature, and will have full evidentiary value and legal force and will produce the same effect that the laws grant to the pertinent documents and, as a consequence, will have the same value to be used as evidence.

**20. AUTHORIZATION TO MAKE ELECTRONIC MEDIA AVAILABLE.** Likewise, and for all legal intents and purposes, the CUSTOMER agrees with BANCOMER that any of the parties that the CUSTOMER authorizes and should this contract be waived, any amounts of the LOAN that the CUSTOMER has not accessed will be extinguished. The amounts of the LOAN that the CUSTOMER has already used will be called due and the CUSTOMER must immediately pay back the amounts of the loan that the CUSTOMER has used, plus what is owed by the CUSTOMER to BANCOMER for any other item.

Both parties agree that user names and passwords will be used as a means of authentication, identification, and as an expression of the CUSTOMER's consent in the SYSTEM and that they will be used as a replacement for the CUSTOMER's name and manual signature. BANCOMER will use the user names and passwords the same way and for the same purposes and with the same scope as the CUSTOMER's name and manual signature.

**21. MODIFICATIONS TO ELECTRONIC MEDIA.** BANCOMER may at any time improve the quality of its services by making modifications to the SYSTEM's rules and/or the access and identification procedures after notifying the CUSTOMER either in writing, through the SYSTEM or by any other means **SEVEN (7)** days in advance of the date that the modifications will take effect. When the SYSTEM has been used by the CUSTOMER after the modifications have been made, it will signify the CUSTOMER's acceptance of the modifications.

Likewise, both parties agree that BANCOMER may set the bases, requirements and conditions for operating the SYSTEM as well as the days and schedule when the SYSTEM may be used.

/s/ EVA  
/s/ MCG  
/s/ JAVR



**VIGESIMA SEGUNDA.- CONSULTA DEL CREDITO.** La información que "BANCOMER" proporcione a "EL CLIENTE", a través del "SISTEMA", corresponderá a la que en sus registros y sistemas aparezca a esa fecha. En los estados de cuenta de la "CUENTA DE CHEQUES" que se envíen a "EL CLIENTE", se hará constar e identificarán las operaciones realizadas al amparo de este servicio, mediante los cargos y abonos correspondientes.

Las observaciones al estado de cuenta las formulará "EL CLIENTE" en la forma y los términos establecidos en el contrato que rige dicha operación.

**VIGESIMA TERCERA.- LIBERACION DE RESPONSABILIDAD.** En ningún caso "BANCOMER" será responsable de algún daño, incluyendo sin límite, daños, pérdidas, gastos directos, indirectos, inherentes o consecuentes que surjan en relación con el sitio web, la página de internet, el "SISTEMA" o cualquier medio convenido por "LAS PARTES" por el uso o imposibilidad de uso por alguna de "LAS PARTES", o en relación con cualquier falla en el rendimiento, error, omisión, interrupción, defecto, demora en la operación o transmisión, virus de computadora o falla de sistema o línea. En caso de falla atribuible a BANCOMER notificará al cliente las medidas contingentes mencionadas en la cláusula vigésima octava de este contrato.

**VIGESIMA CUARTA.- REGULACION EN LAS OPERACIONES REALIZADAS POR MEDIOS ELECTRONICOS.** Las operaciones que se llevan a cabo conforme a lo señalado en el presente título, se regirán siempre y sin excepción alguna, por los términos y condiciones generales establecidos en éste instrumento y por la legislación aplicable a este tipo de operaciones.

## TITULO II FORMA DE LA OPERACION EN EL SISTEMA

**VIGESIMA QUINTA. DE LA MECANICA OPERATIVA.** Para efecto de lo señalado en el presente título, "BANCOMER" y "EL CLIENTE" convienen lo siguiente:

### A. PARA EL SERVICIO DE BANCA EN LINEA.

1. Al momento de ingresar al "SISTEMA", "EL CLIENTE" deberá de apegarse al procedimiento descrito en el contrato de banca electrónica que tiene celebrado con "BANCOMER".
2. "EL CLIENTE" invariablemente para realizar cualesquiera de los operaciones estipuladas en este contrato, deberá proporcionar un número de identificación (en lo sucesivo "CLAVE DE OPERACION").

**22. LOAN QUERY.** The Information that BANCOMER provides the CUSTOMER through the SYSTEM will be the information that BANCOMER has in its records and systems as of that date. The CHECKING ACCOUNT statements that are sent to the CUSTOMER will show a record of and identify the operations carried out by using this service, with the pertinent charges and payments.

Any comments that the CUSTOMER makes about the account statement will be formulated by the CUSTOMER in the form and under the terms set forth in the contract that governs said operation.

**23. RELEASE OF LIABILITY.** In no case will BANCOMER be liable for any damage, including without limitation, damages, losses, direct or indirect expenses or expenses that are inherent to or consequential to using the web site, the Internet page, the SYSTEM or to using any medium stipulated by the PARTIES due to using the SYSTEM or the inability to use the SYSTEM by any of the PARTIES or in relation to any failure to perform, error, omission, interruption, defect, delay in operations or transmissions, computer virus or system or line failure. In case of failure attributable to BANCOMER notify the CUSTOMER contingent measures mentioned in the twenty eighth clause of this contract.

**24. REGULATION FOR OPERATIONS CARRIED OUT USING ELECTRONIC MEDIA.** Any operations carried out based on the contents of this title will always be governed, without exception, by the general terms and conditions established in this instrument and by the legislation that is applicable to this type of operation.

## TITLE II HOW TO OPERATE THE SYSTEM

**25. OPERATIONAL MECHANICS.** For the purposes set forth in this section, BANCOMER and the CUSTOMER agree to the following:

### A. THE BANKING ON LINE SERVICE.

1. When the CUSTOMER enters the SYSTEM, it should follow the procedure described in the electronic banking contract that was entered into with BANCOMER.
2. To carry out any of the operations stipulated in this contract, the CUSTOMER must always provide an identification number (hereinafter the "PASSWORD").

/s/ EVA  
/s/ MCG  
/s/ JAVR

3. "EL CLIENTE" reconoce y acepta el carácter personal y confidencial de las "CLAVES DE ACCESO" y "CLAVE DE OPERACION".
4. Cada vez que "EL CLIENTE" realice disposiciones del "CREDITO" por medio del "SISTEMA", lo ratificará identificándose con su "CLAVE DE OPERACION", hacienda constar en su "MENSAJE DE DATOS" la leyenda siguiente:

#### CONSENTIMIENTO DE LA DISPOSICION

Al oprimir el botón de "DISPONER" usted manifiesta su voluntad de disponer y efectivamente dispone de la cantidad indicada bajo las condiciones que establece esta pantalla y el contrato de crédito que usted celebró previamente con BBVA Bancomer, S.A. Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer.

5. Posteriormente aparecerá la siguiente leyenda:

#### CONFIRMACION DE LA DISPOSICION

Confirmamos que usted realizó una disposición en los términos y bajo las condiciones que señala esta pantalla y el contrato de crédito que usted celebró previamente con BBVA Bancomer, S.A. Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer.

6. Si la "CLAVE DE OPERACIÓN es correcta, "BANCOMER" por conducto del "SISTEMA", depositará a "EL CLIENTE" en la "CUENTA DE CHEQUES", el monte del "CREDITO" solicitado.

Asimismo "LAS PARTES" convienen, para todos los efectos legales a que haya lugar, en que los MENSAJES DE DATOS en que consten las disposiciones del "CREDITO" que "EL CLIENTE" realice al amparo del presente contrato a través del "SISTEMA", se tendrán por expedidos y recibidos en la Ciudad de México, Distrito Federal, lugar en donde se encuentra "EL SISTEMA", en términos de la legislación federal aplicable.

**VIGESIMA SEXTA. OPERACIONES REALIZADAS POR MEDIOS ELECTRONICOS.** "BANCOMER" registrara en el "SISTEMA" las disposiciones que "EL CLIENTE" realice del "CREDITO", así como de los pagos que realice.

**VIGESIMA SEPTIMA. INFORMACION SOBRE LA LINEA DE CREDITO.** Durante toda la vigencia del presente contrato y, en su caso, de sus prórrogas, "EL CLIENTE" podrá consultar por medio del "SISTEMA", la información que "BANCOMER" mantendrá registrada en los mismos, respecto de su línea de "CREDITO", debiendo sujetarse "EL CLIENTE" en dichas consultas a los procedimientos, plazos y estipulaciones aplicables a dichos medios de cómputo.

3. The CUSTOMER acknowledges and accepts that the "USER NAMES" and "PASSWORDS" are personal and confidential.
4. Each time that the CUSTOMER uses the SYSTEM to access the LOAN, the CUSTOMER must enter the PASSWORD as identification to record the following text in the DATA MESSAGE:

#### CONSENT TO LOAN APPLICATION

When the "APPLY" button is clicked, you are stating that you are willing to access the indicated amount under the conditions shown on the screen and in the loan contract that you entered into previously with BBVA Bancomer, S.A. Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer.

5. Next, the following text will appear:

#### APPLICATION CONFIRMATION

We are confirming that you applied the amount under the terms and conditions indicated on this screen and in the loan contract that you entered into previously with BBVA Bancomer, S.A. Institución de Banca Múltiple, Grupo Financiero BBVA Bancomer.

6. If the PASSWORD is correct, BANCOMER will use the SYSTEM to deposit the LOAN amount requested into the CUSTOMER'S CHECKING ACCOUNT.

Likewise, the PARTIES agree that, for all legal intents and purposes, the DATA MESSAGES that show the amounts of the LOAN that the CUSTOMER is applying under the auspices of this contract through the SYSTEM, will be issued and received in Mexico City, the Federal District, which is where the SYSTEM is located, under the terms of the applicable federal legislation.

**26. OPERATIONS CARRIED OUT USING ELECTRONIC MEDIA.** BANCOMER will record the LOAN amounts that the CUSTOMER applies in the system, as well as any payments made.

**27. INFORMATION ABOUT THE LINE OF CREDIT.** During the effective period of this contract and, as the case may be, any extensions hereto, the CUSTOMER may use the SYSTEM to look up the information that BANCOMER will have recorded about the CUSTOMER's line of credit. The CUSTOMER must be subject to the procedures, deadlines, and stipulations applicable to said computer media while looking up said information.

**CAPITULO TERCERO  
PROCEDIMIENTO EXCEPCIONAL DE  
DISPOSICION**

**VIGESIMA OCTAVA.- "AVISOS DE DISPOSICION".** "BANCOMER" y "EL CLIENTE" convienen que de manera excepcional y/o en caso de falla del "SISTEMA", "EL CLIENTE" podrá disponer del "CREDITO" mediante la firma de "AVISOS DE DISPOSICION", cuyos vencimientos se ajustarán a lo dispuesto en la cláusula cuarta del presente instrumento.

**CAPITULO CUARTO  
DISPOSICIONES GENERALES**

**VIGESIMA NOVENA.- FIANZA.** En garantía del puntual y oportuno pago del "CREDITO", intereses, intereses moratorios y demás accesorios establecidos en el presente contrato, "LOS FIADORES" las sociedades denominadas "PILGRIM'S PRIDE", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, y "COMERCIALIZADORA DE CARNES DE MEXICO", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, ambas representadas en este acto por JOSE ANTONIO VALDES RODRIGUEZ, se obligan conjunta y solidariamente con "EL CLIENTE" y se constituyen fiadores lisos y llanos pagadores a favor de "BANCOMER".

"LOS FIADORES" están conscientes que la tasa aplicable para calcular los intereses ordinarios será la que se determina en la cláusula SEXTA de este contrato.

"LOS FIADORES" expresamente aceptan que todas y cada una de las obligaciones contenidas en el presente contrato, a cargo de "EL CLIENTE", son existentes y válidas conforme a derecho, por lo que "LOS FIADORES" se obligan a pagar a favor de "BANCOMER" las cantidades derivadas por dichas obligaciones, sin necesidad de mayor trámite o procedimiento alguno y sin que puedan oponer excepción alguna al pago que como fiadores deberán hacer a favor de "BANCOMER".

"LOS FIADORES" renuncian expresamente en este acto a los beneficios de orden, excusión y división, en su caso, contenidos en los artículos 2814 (DOS MIL OCHOCIENTOS CATORCE), 2815 (DOS MIL OCHOCIENTOS QUINCE) y 2837 (DOS MIL OCHOCIENTOS TREINTA Y SIETE) del Código Civil Federal y las disposiciones correlativas de los Códigos del Distrito Federal y de los Estados de la República Mexicana, vigentes a la fecha de firma del presente instrumento.

La fianza objeto del presente contrato subsistirá hasta que "BANCOMER" haya recibido el pago de todo cuanto se adeude por concepto de las obligaciones contraídas por "EL CLIENTE" en el presente contrato, así como sus accesorios y demás consecuencias legales, aun cuando:

**CHAPTER THREE  
EXCEPTIONAL APPLICATION PROCEDURE**

**28. "AVAILABILITY NOTIFICATIONS."** BANCOMER and the CUSTOMER agree that, as an exception and/or in case the SYSTEM is non-functional, the CUSTOMER may access the LOAN by signing the AVAILABILITY NOTIFICATIONS, whose ending dates will match the contents of clause 4 in this instrument.

**CHAPTER FOUR  
GENERAL PROVISIONS**

**29. GUARANTEES.** To guarantee that the LOAN payments, interest, late fees, and other payments set forth in the contract are made on time, the GUARANTORS, the companies called "PILGRIM'S PRIDE", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, and "COMERCIALIZADORA DE CARNES DE MEXICO", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, both represented herein by JOSE ANTONIO VALDES RODRIGUEZ, are jointly and severally liable with the CUSTOMER and they are guarantors who are liable for making payments to BANCOMER.

The GUARANTORS are aware that the rate applicable to calculate the ordinary interest will be determined in the clause SIX of this contract.

The GUARANTORS expressly accept that any and all of the obligations contained in this contract that apply to the CUSTOMER are existing and valid based on the law such that the GUARANTORS must pay any amounts to BANCOMER that arise from said obligations, with no further ado or legal procedure. The GUARANTORS also accept the fact that they may not file an objection to the payment that, as the GUARANTORS, they must make to BANCOMER.

The GUARANTORS hereby expressly waive the right to require prior exhaustion of remedies against the principal debtor, as the case may be, contained in Article 2814, 2815, and 2847 of the Federal Civil Code and the corollary provisions in the Codes of the Federal District and the States of the Mexican Republic in place on the date that this instrument is signed.

Until BANCOMER has received payment for any amount owed due to the obligations assumed by the CUSTOMER in this contract, the bond underlying this contract will serve as a replacement, including any associated payments and other legal consequences, even when:

/s/ EVA  
/s/ MCG  
/s/ JAVR

1. Se conceda prórroga o espera a "EL CLIENTE" sin consentimiento de "LOS FIADORES".
2. "BANCOMER" haga quita a "EL CLIENTE" y/o la obligación de pago del "CREDITO" quede sujeta a nuevas gravámenes o condiciones.
3. "LOS FIADORES" no puedan subrogarse en los derechos o privilegios de "BANCOMER", por cualquier causa.
4. Al volverse exigible la deuda derivada del "CREDITO", "LOS FIADORES" pidan a "BANCOMER" que éste último promueva judicialmente dentro de un mes siguiente al del incumplimiento de dicha obligación y "BANCOMER" no ejercite sus derechos dentro del plazo mencionado, o si ya iniciado el juicio dejare "BANCOMER" de promover sin causa justificada por más de tres meses.

Como consecuencia del pacto de subsistencia de la fianza que antes se contienen, "LOS FIADORES" renuncian al contenido de los artículos 2845 (DOS MIL OCHOCIENTOS CUARENTA Y CINCO), 2846 (DOS MIL OCHOCIENTOS CUARENTA Y SEIS), 2847 (DOS MIL OCHOCIENTOS CUARENTA Y SIETE), 2848 (DOS MIL OCHOCIENTOS CUARENTA Y OCHO) y 2849 (DOS MIL OCHOCIENTOS CUARENTA Y NUEVE) del Código Civil Federal y las disposiciones correlativas de los Códigos del Distrito Federal y de los Estados de la República Mexicana.

**TRIGESIMA.- DOMICILIOS.** "LAS PARTES" señalan como domicilio para todos los efectos de este contrato, los siguientes:

"BANCOMER" el ubicado en: Avenida Universidad 1200 (MIL DOSCIENTOS), Colonia Xoco, México, D.F., C.P. 03339.

"EL CLIENTE" el ubicado en: Privada de los Industriales número 115, Jurica, Código Postal 76100 en Querétaro, Querétaro.

"LOS FIADORES" en: Privada de los Industriales número 115, Jurica, Código Postal 76100 en Querétaro, Querétaro.

"EL CLIENTE" y/o "LOS FIADORES" deberán informar a "BANCOMER" del cambio en su domicilio, con cuando menos **10 (DIEZ)** días hábiles de anticipación. En caso de no hacerlo, todos los avisos, notificaciones y demás diligencias judiciales o extrajudiciales que se hagan en el domicilio indicado por las mismas, en esta cláusula, surtirán plenamente sus efectos.

1. An extension is granted to or awaits the CUSTOMER without the GUARANTORS' consent.
2. BANCOMER may agree to reduce the amount that the CUSTOMER owes and/or the LOAN payment obligation is reduced subject to new liens or conditions.
3. The GUARANTORS may not subrogate BANCOMER's rights or privileges for any reason.
4. When the debt derived from the LOAN is called due, the GUARANTORS ask BANCOMER to go to court within the month after the month when the obligation was breached and BANCOMER will not exercise its rights within the aforementioned period of time or, if a lawsuit has already been filed, BANCOMER stops the lawsuit without just cause for more than three months.

As a consequence of the agreement to maintain the bond as mentioned previously, the GUARANTORS hereby waive the contents of Articles 2845, 2846, 2847, and 2849 of the Federal Civil Code and the corollary provisions in the Codes of the Federal District and the States of the Mexican Republic.

**30. DOMICILES.** For all legal intents and purposes, the parties hereto indicate the following as their domiciles:

BANCOMER is located at: Avenida Universidad 1200 (MIL DOSCIENTOS), Colonia Xoco, México, D.F., C.P. 03339.

THE CUSTOMER is located at: Privada de los Industriales número 115, Jurica, Zip Code 76100, Querétaro, Querétaro.

THE GUARANTORS: Privada de los Industriales número 115, Jurica, Zip Code 76100, Querétaro, Querétaro.

The CUSTOMER and/or the GUARANTORS must report any change of domicile to BANCOMER at least **TEN (10)** business days in advance. If the change in domicile is not reported, all the reports, notifications, and other legal or other communications that are served at the domiciles indicated by the CUSTOMER and/or the GUARANTORS in this clause will be held to have been legally served.

/s/ EVA  
/s/ MCG  
/s/ JAVR

**TRIGESIMA PRIMERA.- IDIOMA.** El presente contrato se suscribe en versiones español e inglés. En caso de cualquier conflicto entre "LAS PARTES" o en caso de duda en cuanto a la correcta interpretación de este contrato, la versión en español prevalecerá y la versión en inglés será considerada para propósitos informativos entre las partes.

**TRIGESIMA SEGUNDA.- TITULO EJECUTIVO.** El presente contrato conjuntamente con el estado de cuenta certificado por el Contador de "BANCOMER" será título ejecutivo, de conformidad con lo dispuesto por el Artículo 68 (SESENTA Y OCHO) de la Ley de Instituciones de Crédito.

**TRIGESIMA TERCERA.- LEYES Y TRIBUNALES.** Este contrato se rige de acuerdo a las Leyes de los Estados Unidos Mexicanos, particularmente por lo previsto en la Ley de Instituciones de Crédito, la Ley General de Títulos y Operaciones de Crédito y sus Leyes Supletorias.

Asimismo para todo lo relativo a la interpretación, ejecución y cumplimiento del presente contrato, "LAS PARTES" se someten a la jurisdicción de los Tribunales competentes de la Ciudad de México, Distrito Federal, renunciando expresamente al fuero de su domicilio presente o futuro.

El presente contrato se firma por "LAS PARTES" en la Ciudad de Querétaro, Querétaro, el día 23 (veintitrés) de julio del año 2014 (dos mil catorce).

**"BANCOMER"**  
**BBVA BANCOMER, SOCIEDAD ANONIMA,**  
**INSTITUCION DE BANCA MULTIPLE, GRUPO**  
**FINANCIERO BBVA BANCOMER**

/s/ Eduardo Velazquez Aguilera  
/s/ Mario Cordero Guerrero

REPRESENTADO POR LOS SEÑORES EDUARDO VELAZQUEZ AGUILERA Y MARIO CORDERO GUERRERO.

**"EL CLIENTE"**

/s/ Jose Antonio Valdes Rodriguez

"AVICOLA DE MEXICO", SOCIEDAD ANONIMA DE CAPITAL VARIABLE, REPRESENTADO POR EL SEÑOR JOSE ANTONIO VALDES RODRIGUEZ.

**31. LANGUAGE.** This contract is to be signed in Spanish and English versions. If there is any conflict between the PARTIES or if there is any question about how to correctly interpret this contract, the version in Spanish will prevail over the version in English and the version in English will be held to be solely for informational purposes for the PARTIES.

**32. ENFORCEMENT.** This contract, along with the account statement certified by the BANCOMER Accountant will be enforceable based on the provisions in Article 68 of the Law on Credit Institutions.

**33. LAWS AND COURTS OF LAW.** This contract is governed by the Laws of the United Mexican States, particularly the provisions in the Law on Credit Institutions, the General Credit Operations and Securities Law, and any supplementary laws.

Likewise, for anything related to interpreting, executing and complying with this contract, the PARTIES submit themselves to the jurisdiction of the competent courts of law in Mexico City, the Federal District, and hereby expressly waive any other venue related to their present or future domicile.

IN WITNESS WHEREOF, the PARTIES to this instrument have set their hands hereunto in the City of Querétaro, Querétaro, on the 23 day of July, 2014.

**"BANCOMER"**  
**BBVA BANCOMER, SOCIEDAD ANONIMA,**  
**INSTITUCION DE BANCA MULTIPLE, GRUPO**  
**FINANCIERO BBVA BANCOMER**

/s/ Eduardo Velazquez Aguilera  
/s/ Mario Cordero Guerrero

REPRESENTED BY MESSRS. EDUARDO VAZQUEZ AGUILERA AND MARIO CORDERO GUERRERO.

**THE CUSTOMER**

/s/ Jose Antonio Valdes Rodriguez

"AVICOLA DE MEXICO", SOCIEDAD ANONIMA DE CAPITAL VARIABLE, REPRESENTED BY MR. JOSE ANTONIO VALDES RODRIGUEZ.

**“LOS FIADORES”**

/s/ Jose Antonio Valdes Rodriguez

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"PILGRIM'S PRIDE", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, REPRESENTADA POR EL SEÑOR JOSE ANTONIO VALDES RODRIGUEZ.

/s/ Jose Antonio Valdes Rodriguez

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"COMERCIALIZADORA DE CARNES DE MEXICO", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, REPRESENTADA POR EL SEÑOR JOSE ANTONIO VALDES RODRIGUEZ.

**THE GUARANTORS**

/s/ Jose Antonio Valdes Rodriguez

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"PILGRIM'S PRIDE", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, REPRESENTED BY MR. JOSE ANTONIO VALDES RODRIGUEZ.

/s/ Jose Antonio Valdes Rodriguez

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"COMERCIALIZADORA DE CARNES DE MEXICO", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, REPRESENTED BY MR. JOSE ANTONIO VALDES RODRIGUEZ.

ESTA HOJA DE FIRMAS CORRESPONDE AL CONTRATO DE APERTURA DE CREDITO EN CUENTA CORRIENTE CELEBRADO ENTRE BBVA BANCOMER, SOCIEDAD ANONIMA, INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIERO BBVA BANCOMER, COMO ACREDITANTE, Y AVICOLA PILGRIM'S PRIDE DE MEXICO, SOCIEDAD ANONIMA DE CAPITAL VARIABLE, COMO ACREDITADA, CON FECHA 23 DE JULIO DEL AÑO 2014.

THIS SIGNATURE PAGE TO APPLICABLE CHECKING ACCOUNT LOAN OPENING CONTRACT BETWEEN BBVA BANCOMER, SOCIEDAD ANONIMA, INSTITUCION DE BANCA MULTIPLE, GRUPO FINANCIERO BBVA BANCOMER, AS THE LENDER, AND AVICOLA PILGRIM'S PRIDE DE MEXICO, SOCIEDAD ANONIMA DE CAPITAL VARIABLE, AS THE BORROWER, ON THE 23 DAY OF JULY, 2014.

**CONVENIO MODIFACTORIO A UN CONTRATO  
DE APERTURA DE CREDITO EN CUENTA CORRIENTE QUE  
CELEBRAN:**

- I. BBVA BANCOMER, SOCIEDAD ANÓNIMA, INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO BBVA BANCOMER, COMO ACREDITANTE, A QUIEN EN LO SUCESIVO SE DESIGNARÁ COMO "BANCOMER", REPRESENTADA POR SUS APODERADOS, SEÑORES RAÚL PÉREZ SALDAÑA Y HUGO ALEJANDRO GUTIERRÉZ MARTÍNEZ;
- II. LA SOCIEDAD DENOMINADA "AVICOLA PILGRIM'S PRIDE DE MÉXICO", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, A QUIEN SE DESIGNARÁ COMO "EL CLIENTE", REPRESENTADA POR EL SEÑOR HÉCTOR RENÉ DURÁN MANTILLA.
- III. CON LA COMPARECENCIA DE "PILGRIM'S PRIDE", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, Y "COMERCIALIZADORA DE CARNES DE MÉXICO", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, AMBAS REPRESENTADAS EN ESTE ACTO POR EL SEÑOR HÉCTOR RENÉ DURÁN MANTILLA, A QUIENES EN LO SUCESIVO EN SU CONJUNTO SE LES DENOMINARÁ COMO "LOS FIADORES" Y CONJUNTAMENTE CON "BANCOMER" Y "EL CLIENTE" COMO "LAS PARTES".

**AL TENOR DE LAS SIGUIENTES DECLARACIONES Y CLÁUSULAS.**

**DECLARACIONES**

I.- Declaran "**LAS PARTES**" que mediante escrito privado de fecha 23 de julio de 2014, celebraron un Contrato de Apertura de Crédito en Cuenta Corriente hasta por la cantidad de **\$560'000,000.00 (Quinientos sesenta millones de pesos 00/100 Moneda Nacional)** , cuyo destino fue para capital de trabajo y con una vigencia de **3 (tres)** años contados a partir de la fecha de firma del Contrato, esto es, terminará precisamente el día 23 de julio de 2017, en lo sucesivo se le denominará indistintamente "**EL CONTRATO ORIGINAL**" o el "**CREDITO**".

II.- Declaran "**LAS PARTES**" que por así convenir a sus intereses, éstos otorgan en este acto su plena conformidad para modificar "**EL CONTRATO ORIGINAL**" descrito en la Declaración I (uno romano) de este Convenio, por lo que ve única y exclusivamente a: *(i)* el incremento del importe del "**CREDITO**" , y *(ii)* la tasa de intereses, por lo que en consecuencia se hace necesario modificar: *(a)* el primer párrafo de la Cláusula **PRIMERA.- IMPORTE** , y *(b)* el primer párrafo de la Cláusula **SEXTA.- INTERESES ORDINARIOS** de "**EL CONTRATO ORIGINAL**" citado con anterioridad.

**AGREEMENT TO MODIFY CHECKING  
ACCOUNT CREDIT OPENING CONTRACT  
ENTERED INTO BY:**

- I. BBVA BANCOMER, SOCIEDAD ANÓNIMA, INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO BBVA BANCOMER, AS THE CREDITOR, WHICH HEREINAFTER WILL BE REFERRED TO AS "BANCOMER", REPRESENTED BY ITS GENERAL COUNSELS, RAÚL PÉREZ SALDAÑA AND HUGO ALEJANDRO GUTIERRÉZ MARTÍNEZ;
- II. THE COMPANY TITLED "AVICOLA PILGRIM'S PRIDE DE MÉXICO", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE, WHICH HEREINAFTER WILL BE REFERRED TO AS "THE CUSTOMER", REPRESENTED BY HÉCTOR RENÉ DURÁN MANTILLA.
- III. WITH THE APPEARANCE OF "PILGRIM'S PRIDE", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, AND "COMERCIALIZADORA DE CARNES DE MÉXICO", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE, BOTH REPRESENTED HEREIN BY HÉCTOR RENÉ DURÁN MANTILLA, WHICH HEREINAFTER WILL BE REFERRED TO JOINTLY AS "THE GUARANTORS" AND, ALONG WITH "BANCOMER" AND "THE CUSTOMER", AS "THE PARTIES."

**THIS CONTRACT IS TO BE GOVERNED BY THE FOLLOWING  
STATEMENTS AND CLAUSES:**

**RECITALS**

I.- "**THE PARTIES**" hereby state that, by means of a private document dated July 23, 2014, they entered into a Checking Account Credit Opening Contract for up to the amount of **\$560,000,000.00 (Five Hundred Sixty Million and 00/100 Mexican pesos)** to be used for working capital. Said Contract was to be in effect for **three (3)** years beginning on the Contract signing date, i.e., it will terminate on precisely July 23, 2017. Hereinafter it will be referred to as either "**THE ORIGINAL CONTRACT**" , or the "**LOAN**" .

II.- "**THE PARTIES**" hereby state that, since it suits their interests, they hereby grant their full consent to modify "**THE ORIGINAL CONTRACT**" described in Section I (Roman Numeral I) of this Agreement so that it solely and exclusively reads as follows: *(i)* The increase in the "**LOAN**" payment and *(ii)* interest rate, such that there is a need to modify: *(a)* The first paragraph of Clause **1. AMOUNT** , and *(b)* The first paragraph of Clause **6. ORDINARY INTEREST** of "**THE ORIGINAL CONTRACT**" , as cited previously.

/s/ RPS  
/s/ HAGM  
/s/ HRDM

III.- Declaran "**LAS PARTES**" que en la celebración del presente Convenio no existe error, dolo, mala fe, lesión, violencia, ni cualquier otro vicio del consentimiento.

IV.- Declaran "**LAS PARTES**" que se reconocen la personalidad con que se ostentan, así como reconocen la fuerza y validez de las estipulaciones, declaraciones y definiciones contenidas en este Convenio.

V.- Declaran "**LAS PARTES**", que es su voluntad celebrar el presente Convenio y sujetarse a lo estipulado en las siguientes:

#### CLÁUSULAS

**PRIMERA. MODIFICACION A "EL CONTRATO ORIGINAL".** Por virtud del presente Convenio, se modifica el primer párrafo de la Cláusula **PRIMERA** correspondiente al **IMPORTE** del "**CREDITO**" y el primer párrafo de la Cláusula **SEXTA** correspondiente a los **INTERESES ORDINARIOS**, para que en lo sucesivo queden redactadas y sean aplicables bajo los siguientes términos:

"...

**PRIMERA.- IMPORTE.** Por virtud del presente contrato "**BANCOMER**" abre a "**EL CLIENTE** un Crédito en Cuenta Corriente, hasta por la cantidad de **\$1,500'000,000.00 (Mil quinientos millones de pesos 00/100 Moneda Nacional)**, en lo sucesivo el "**CREDITO**".

..."

"...

**SEXTA.- INTERESES ORDINARIOS.** "**EL CLIENTE**" se obliga a pagar a "**BANCOMER**", durante la vigencia del presente contrato, intereses ordinarios sobre la suerte principal insoluta del "**CREDITO**", que se calcularán a una tasa anualizada que será el equivalente a la Tasa **TIIE** (según se define más **0.90 (cero punto noventa)** puntos porcentuales.

..."

**SEGUNDA. RATIFICACIÓN DE LA FIANZA.** Con el fin de seguir garantizando el cumplimiento de las obligaciones contraídas por "**EL CLIENTE**" de acuerdo a lo pactado en "**EL CONTRATO ORIGINAL**", especialmente la del puntual pago de capital, la del pago de los intereses que se causen a las tasas convenidas, aún de los causados y no cubiertos en un período, así como la del pago de los gastos que se originen en virtud de "**EL CONTRATO ORIGINAL**" y del presente Convenio o de resoluciones judiciales y de los que por Ley se causen, "**LOS FIADORES**", ratifican por las modificaciones realizadas en la presente Convenio a "**EL CONTRATO ORIGINAL**" en favor de "**BANCOMER**", la fianza, constituida originalmente en "**EL CONTRATO ORIGINAL**" que se menciona en la Declaración I (uno romano) de este Convenio.

III.- "**THE PARTIES**" hereby state that entering into the Agreement does not involve any error, malice, bad faith, injury, violence, or any other defect in the consent.

IV.- "**THE PARTIES**" hereby state that they acknowledge the powers that they wield and recognize the force and validity of the stipulations, statements, and definitions agreed to in this Agreement.

V.- "**THE PARTIES**" hereby stated that it is their will to enter into this Agreement and to submit themselves to the following stipulations:

#### CLAUSES

**1. MODIFICATION OF "THE ORIGINAL CONTRACT"** . By virtue of this Agreement, the first paragraph in Clause **1** is hereby modified as it relates to the "**LOAN**" **AMOUNT**, along with the first paragraph in Clause **6** pertaining to **ORDINARY INTEREST** such that hereinafter they read and are applicable using the following terms:

"...

**1. AMOUNT.** By virtue of this contract, "**BANCOMER**" is hereby granting a **LOAN** to "**THE CUSTOMER**", to be deposited into the **CUSTOMER's** checking account, in the amount of **\$1,500,000,000.00 (ONE BILLION FIVE HUNDRED MILLION AND 00/100 MEXICAN PESOS)**, hereinafter referred to as the "**LOAN**".

..."

"...

**6. ORDINARY INTEREST.** "**THE CUSTOMER**", during the effective period of this contract, must pay regular interest to "**BANCOMER**" on the outstanding principal for the "**LOAN**". Said regular interest will be calculated at an annualized rate that will be the equivalent of the **TIIE Rate** (as defined hereafter) plus **0.90 (zero point ninety)** percent.

..."

**2. RATIFICATION OF GUARANTEE.** To continue guaranteeing fulfillment of the obligations assumed by "**THE CUSTOMER**" according to the stipulations in "**THE ORIGINAL CONTRACT**", especially about the payment to the principal, the payment for interest arising from the stipulated rates, even for the payments that arise that are not made in a period, as well as the payment for expenses that arise by virtue of "**THE ORIGINAL CONTRACT**" and the Agreement or legal rulings and any payments arising from the Law, "**THE GUARANTORS**" hereby ratify the modifications made by this Agreement to "**THE ORIGINAL CONTRACT**" to the benefit of "**BANCOMER**", the guarantee created originally in "**THE ORIGINAL CONTRACT**" as mentioned in Statement I (Roman Number I) of this Agreement.

/s/ RPS  
/s/ HAGM  
/s/ HRDM



**TERCERA. DE LA NO NOVACIÓN.** A excepción de las modificaciones a que se hizo referencia en la Cláusula **Primera** de este Convenio, los comparecientes ratifican el resto de **"EL CONTRATO ORIGINAL"** descrito en la Declaración I (uno romano) de este Convenio, el cual prevalece con el mismo vigor y alcance legal que sus otorgantes le confirieron al momento de celebrarlo, incluyendo desde luego las **FIANZAS** otorgadas, por lo que **"LAS PARTES"** manifiestan expresamente que el presente Convenio no constituye novación alguna, ni extinción de las obligaciones contraídas originalmente en el Contrato de Apertura de Crédito en Cuenta Corriente.

**CUARTA. DE LOS DOMICILIOS Y NOTIFICACIONES.** Cualquier comunicación que deban darse **"LAS PARTES"** bajo el presente Convenio, deberá hacerse por escrito mediante correo certificado con acuse de recibo dirigido a la parte correspondiente, o de cualquier otra forma fehaciente, en las direcciones que **"LAS PARTES"** consignan a continuación:

**"BANCOMER"** en: Avenida Paseo de la Reforma número 510, Colonia Juárez, Código Postal 06600, Delegación Cuauhtémoc, México, Distrito Federal.

**"EL CLIENTE"** en: Privada de los Industriales número 115, Jurica, Código Postal 76100 en Querétaro, Querétaro.

**"LOS FIADORES":**

1. **"PILGRIM'S PRIDE", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE** en: Privada de los Industriales número 115, Jurica, Código Postal 76100 en Querétaro, Querétaro.

2. **"COMERCIALIZADORA DE CARNES DE MÉXICO", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE** en: Privada de los Industriales número 115, Jurica, Código Postal 76100 en Querétaro, Querétaro.

**"EL CLIENTE"** y **"LOS FIADORES"** deberán informar a **"BANCOMER"** del cambio en su domicilio, con cuando menos 10 (diez) días hábiles de anticipación. En caso de no hacerlo, todos los avisos, notificaciones y demás diligencias judiciales o extrajudiciales que se hagan en el domicilio indicado por las mismas, en esta cláusula, surtirán plenamente sus efectos.

**QUINTA. LEYES Y TRIBUNALES.** Asimismo para todo lo relativo a la interpretación, ejecución y cumplimiento del presente Convenio, **"LAS PARTES"** se someten a la jurisdicción de las Leyes y Tribunales del la Ciudad de México, Distrito Federal, renunciando expresamente al fuero de su domicilio presente o futuro.

Enterados del contenido y alcance del presente Convenio, **"LAS PARTES"** lo firman por triplicado en la Ciudad de Querétaro, Querétaro el día 3 de noviembre de 2015.

**3. NON-RENEWAL.** With the exception of the modifications referenced in Clause 1 of this Agreement, the parties hereby ratify the rest of **"THE ORIGINAL CONTRACT"** described in Statement 1 (Roman Numeral I) of this Agreement, which prevails with the same force and legal effect that its issuers conferred when the Agreement was entered into, including as well the **"GUARANTEES"** issued such that **"THE PARTIES"** hereby expressly state that this Agreement is not any renewal whatsoever or extinguishment of the obligations entered into originally in the Checking Account Credit Opening Contract.

**4. DOMICILE AND SERVICE OF NOTIFICATIONS.** Any communication that **"THE PARTIES"** must serve related to this Agreement must be in writing by certified mail with return receipt requested and addressed to the pertinent party or served in any other reliable manner, to **"THE PARTIES"** addresses set down below:

**BANCOMER** at: Avenida Paseo de la Reforma number 510, Colonia Juárez, Postal Code 06600, Delegación Cuauhtémoc, Mexico City, the Federal District.

**"THE CUSTOMER"** at: Privada de los Industriales number 115, Jurica, Postal Code 76100, in Querétaro, Querétaro.

**"THE GUARANTORS":**

1. **"PILGRIM'S PRIDE", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE** at : Privada de los Industriales number 115, Jurica, Postal Code 76100, in Querétaro, Querétaro.

2. **"COMERCIALIZADORA DE CARNES DE MÉXICO", SOCIEDAD DE RESPONSABILIDAD LIMITADA DE CAPITAL VARIABLE** at: Privada de los Industriales number 115, Jurica, Postal Code 76100, in Querétaro, Querétaro.

**"THE CUSTOMER"** and **"THE GUARANTORS"** must report any change of domicile to **"BANCOMER"** at least ten (10) business days in advance. If the change in domicile is not reported, all the reports, notifications, and other legal or other communications that are served at the domiciles indicated by them in this clause will be held to have been legally served.

**5. LAWS AND COURTS OF LAW.** Likewise, for anything related to interpreting, executing and complying with this Agreement, **"THE PARTIES"** submit themselves to the jurisdiction of the courts of law in Mexico City, the Federal District, and hereby expressly waive any other venue related to their present or future domicile.

IN WITNESS WHEREOF, **"THE PARTIES"** had set their hands until three true and faithful copies hereof in the City of Querétaro, Querétaro, on the 3 day of November 2015.

/s/ RPS  
/s/ HAGM  
/s/ HRDM

<b>"BANCOMER"</b> <b>BBVA BANCOMER, S.A.</b> <b>INSTITUCIÓN DE BANCA MÚLTIPLE,</b> <b>GRUPO FINANCIERO BBVA BANCOMER</b> <b>POR CONDUCTO DE SUS APODERADOS</b>	
/s/ Raúl Pérez Saldaña	/s/ Hugo Alejandro Gutierréz Martínez
<b>SEÑOR RAÚL PÉREZ SALDAÑA</b>	<b>SEÑOR HUGO ALEJANDRO GUTIERRÉZ MARTÍNEZ</b>

<b>"BANCOMER"</b> <b>BBVA BANCOMER, S.A.</b> <b>INSTITUCIÓN DE BANCA MÚLTIPLE,</b> <b>GRUPO FINANCIERO BBVA BANCOMER</b> <b>THROUGH THEIR ATTORNEYS</b>	
/s/ Raúl Pérez Saldaña	/s/ Hugo Alejandro Gutierréz Martínez
<b>RAÚL PÉREZ SALDAÑA</b>	<b>HUGO ALEJANDRO GUTIERRÉZ MARTÍNEZ</b>

<b>"EL CLIENTE"</b> <b>"AVICOLA PILGRIM'S PRIDE DE MÉXICO",</b> <b>S.A. DE C.V.</b> <b>REPRESENTADA POR:</b>	
/s/ Héctor René Durán Mantilla	
<b>SEÑOR HÉCTOR RENÉ DURÁN MANTILLA</b>	

<b>"THE CUSTOMER"</b> <b>"AVICOLA PILGRIM'S PRIDE DE MÉXICO",</b> <b>S.A. DE C.V.</b> <b>REPRESENTED BY:</b>	
/s/ Héctor René Durán Mantilla	
<b>HÉCTOR RENÉ DURÁN MANTILLA</b>	

<b>"LOS FIADORES"</b> <b>"PILGRIM'S PRIDE", S. DE R.L. DE C.V.</b> <b>REPRESENTADA POR:</b>	
/s/ Héctor René Durán Mantilla	
<b>SEÑOR HÉCTOR RENÉ DURÁN MANTILLA</b>	

<b>"THE GUARANTORS"</b> <b>"PILGRIM'S PRIDE", S. DE R.L. DE C.V.</b> <b>REPRESENTED BY:</b>	
/s/ Héctor René Durán Mantilla	
<b>HÉCTOR RENÉ DURÁN MANTILLA</b>	

<b>"LOS FIADORES"</b> <b>"COMERCIALIZADORA DE CARNES DE MÉXICO", S. DE R.L. DE C.V.</b> <b>REPRESENTADA POR:</b>	
/s/ Héctor René Durán Mantilla	
<b>SEÑOR HÉCTOR RENÉ DURÁN MANTILLA</b>	

<b>"THE GUARANTORS"</b> <b>"COMERCIALIZADORA DE CARNES DE MÉXICO", S. DE R.L. DE C.V.</b> <b>REPRESENTED BY:</b>	
/s/ Héctor René Durán Mantilla	
<b>HÉCTOR RENÉ DURÁN MANTILLA</b>	

ESTA HOJA DE FIRMAS CORRESPONDE AL **CONVENIO MODIFICATORIO A UN CONTRATO DE APERTURA DE CREDITO EN CUENTA CORRIENTE** CELEBRADO ENTRE LAS EMPRESA **"AVICOLA PILGRIM'S PRIDE DE MÉXICO", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE** Y **"BBVA BANCOMER", S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO BBVA BANCOMER,** DE FECHA 3 DE NOVIEMBRE DE 2015.

THIS SIGNATURE SHEET PERTAINS TO THE **AGREEMENT TO MODIFY A CHECKING ACCOUNT CREDIT OPENING CONTRACT** ENTERED INTO BY THE COMPANY **"AVICOLA PILGRIM'S PRIDE DE MÉXICO", SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE** AND **"BBVA BANCOMER", S.A., INSTITUCIÓN DE BANCA MÚLTIPLE, GRUPO FINANCIERO BBVA BANCOMER** , DATED THE 3 DAY OF NOVEMBER 2015.

**EXHIBIT 12**  
**PILGRIM'S PRIDE CORPORATION**  
**COMPUTATION OF RATIO EARNINGS TO FIXED CHARGES**

	Twenty-Six Weeks Ended	
	June 26, 2016	June 28, 2015
	(In thousands)	
<b>Earnings:</b>		
Income before income taxes	\$ 412,055	\$ 686,415
Add: Total fixed charges (see below)	29,718	21,858
Less: Interest capitalized	869	1,960
Total earnings	\$ 440,904	\$ 706,313
<b>Fixed charges:</b>		
Interest <sup>(a)</sup>	\$ 24,450	\$ 18,329
Portion of noncancelable lease expense representative of interest factor <sup>(b)</sup>	5,268	3,529
Total fixed charges	\$ 29,718	\$ 21,858
Ratio of earnings to fixed charges	14.84	32.31

(a) Interest includes amortization of capitalized financing fees.

(b) One-third of noncancelable lease expense is assumed to be representative of the interest factor.

**EXHIBIT 31.1**  
**CERTIFICATION BY PRINCIPAL EXECUTIVE OFFICER**  
**PURSUANT TO 18 U.S.C. SECTION 1350,**  
**AS ADOPTED PURSUANT TO SECTION 302**  
**OF THE SARBANES-OXLEY ACT OF 2002**

I, William W. Lovette, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the fiscal quarter ended June 26, 2016 , of Pilgrim's Pride Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 27, 2016

/s/ William W. Lovette  
William W. Lovette  
Principal Executive Officer

**EXHIBIT 31.2**  
**CERTIFICATION BY PRINCIPAL FINANCIAL OFFICER**  
**PURSUANT TO 18 U.S.C. SECTION 1350,**  
**AS ADOPTED PURSUANT TO SECTION 302**  
**OF THE SARBANES-OXLEY ACT OF 2002**

I, Fabio Sandri, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the fiscal quarter ended June 26, 2016 , of Pilgrim's Pride Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 27, 2016

/s/ Fabio Sandri  
Fabio Sandri  
Chief Financial Officer

**EXHIBIT 32.1**  
**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER**  
**PURSUANT TO 18 U.S.C. § 1350 ADOPTED PURSUANT TO**  
**SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), the undersigned officer of Pilgrim's Pride Corporation (the "Company"), does hereby certify, to such officer's knowledge, that:

The quarterly report on Form 10-Q for the quarter ended June 26, 2016 (the "Form 10-Q") of the Company fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 27, 2016

/s/ William W. Lovette  
William W. Lovette  
Principal Executive Officer

**EXHIBIT 32.2**  
**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER**  
**PURSUANT TO 18 U.S.C. § 1350 ADOPTED PURSUANT TO**  
**SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), the undersigned officer of Pilgrim's Pride Corporation (the "Company"), does hereby certify, to such officer's knowledge, that:

The quarterly report on Form 10-Q for the quarter ended June 26, 2016 (the "Form 10-Q") of the Company fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 27, 2016

/s/ Fabio Sandri  
Fabio Sandri  
Chief Financial Officer