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

FORM 10-Q

☒ **Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the quarterly period ended April 2, 2016

or

☐ **Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the transition period from ______to ______

001-14704
(Commission File Number)

TYSON FOODS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**71-0225165**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
2200 West Don Tyson Parkway, Springdale, Arkansas	**72762-6999**
(Address of principal executive offices)	(Zip Code)

(479) 290-4000
(Registrant's telephone number, including area code)

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 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 ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of April 2, 2016 .

Class	Outstanding Shares
Class A Common Stock, $0.10 Par Value (Class A stock)	300,536,892
Class B Common Stock, $0.10 Par Value (Class B stock)	70,010,755

TYSON FOODS, INC.

INDEX

PART I. FINANCIAL INFORMATION

		PAGE
Item 1.	Financial Statements	
	Consolidated Condensed Statements of Income for the Three and Six Months Ended April 2, 2016, and March 28, 2015	2
	Consolidated Condensed Statements of Comprehensive Income for the Three and Six Months Ended April 2, 2016, and March 28, 2015	3
	Consolidated Condensed Balance Sheets as of April 2, 2016, and October 3, 2015	4
	Consolidated Condensed Statements of Cash Flows for the Six Months Ended April 2, 2016, and March 28, 2015	5
	Notes to Consolidated Condensed Financial Statements	6
Item 2.	Management’s Discussion and Analysis of Financial Condition and Results of Operations	23
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	34
Item 4.	Controls and Procedures	35

PART II. OTHER INFORMATION

Item 1.	Legal Proceedings	36
Item 1A.	Risk Factors	36
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	37
Item 3.	Defaults Upon Senior Securities	37
Item 4.	Mine Safety Disclosures	37
Item 5.	Other Information	37
Item 6.	Exhibits	38
SIGNATURES		39
Exhibit Index		40

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

TYSON FOODS, INC.
CONSOLIDATED CONDENSED STATEMENTS OF INCOME
(In millions, except per share data)
(Unaudited)

	Three Months Ended		Six Months Ended	
	April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Sales	$ 9,170	$ 9,979	$ 18,322	$ 20,796
Cost of Sales	7,987	8,990	15,938	18,851
Gross Profit	1,183	989	2,384	1,945
Selling, General and Administrative	479	442	904	889
Operating Income	704	547	1,480	1,056
Other (Income) Expense:				
Interest income	(1)	(1)	(3)	(3)
Interest expense	64	71	131	148
Other, net	(3)	(6)	(4)	(7)
Total Other (Income) Expense	60	64	124	138
Income before Income Taxes	644	483	1,356	918
Income Tax Expense	210	172	461	297
Net Income	434	311	895	621
Less: Net Income Attributable to Noncontrolling Interests	2	1	2	2
Net Income Attributable to Tyson	$ 432	$ 310	$ 893	$ 619
Weighted Average Shares Outstanding:				
Class A Basic	318	334	321	335
Class B Basic	70	70	70	70
Diluted	393	415	396	416
Net Income Per Share Attributable to Tyson:				
Class A Basic	$ 1.14	$ 0.78	$ 2.32	$ 1.55
Class B Basic	$ 1.02	$ 0.71	$ 2.11	$ 1.42
Diluted	$ 1.10	$ 0.75	$ 2.25	$ 1.49
Dividends Declared Per Share:				
Class A	$ 0.150	$ 0.100	$ 0.350	$ 0.225
Class B	$ 0.135	$ 0.090	$ 0.315	$ 0.203

See accompanying Notes to Consolidated Condensed Financial Statements.

TYSON FOODS, INC.
CONSOLIDATED CONDENSED STATEMENTS OF COMPREHENSIVE INCOME
(In millions)
(Unaudited)

	Three Months Ended		Six Months Ended	
	April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Net Income	$ 434	$ 311	$ 895	$ 621
Other Comprehensive Income (Loss), Net of Taxes:				
Derivatives accounted for as cash flow hedges	—	(1)	—	—
Investments	1	2	—	11
Currency translation	10	(25)	5	(19)
Postretirement benefits	(1)	—	(3)	7
Total Other Comprehensive Income (Loss), Net of Taxes	10	(24)	2	(1)
Comprehensive Income	444	287	897	620
Less: Comprehensive Income Attributable to Noncontrolling Interests	2	1	2	2
Comprehensive Income Attributable to Tyson	$ 442	$ 286	$ 895	$ 618

See accompanying Notes to Consolidated Condensed Financial Statements.

Table of Contents

TYSON FOODS, INC.
CONSOLIDATED CONDENSED BALANCE SHEETS
(In millions, except share and per share data)
(Unaudited)

	April 2, 2016	October 3, 2015
Assets		
Current Assets:		
Cash and cash equivalents	$ 254	$ 688
Accounts receivable, net	1,493	1,620
Inventories	2,993	2,878
Other current assets	187	195
Total Current Assets	4,927	5,381
Net Property, Plant and Equipment	5,166	5,176
Goodwill	6,670	6,667
Intangible Assets, net	5,125	5,168
Other Assets	623	612
Total Assets	$ 22,511	$ 23,004
Liabilities and Shareholders' Equity		
Current Liabilities:		
Current debt	$ 79	$ 715
Accounts payable	1,456	1,662
Other current liabilities	1,075	1,158
Total Current Liabilities	2,610	3,535
Long-Term Debt	6,270	6,010
Deferred Income Taxes	2,516	2,449
Other Liabilities	1,308	1,304
Commitments and Contingencies (Note 16)		
Shareholders' Equity:		
Common stock ($0.10 par value):		
Class A-authorized 900 million shares, issued 359 million shares	36	35
Convertible Class B-authorized 900 million shares, issued 70 million shares	7	7
Capital in excess of par value	4,321	4,307
Retained earnings	7,580	6,813
Accumulated other comprehensive loss	(88)	(90)
Treasury stock, at cost – 59 million shares at April 2, 2016, and 47 million shares at October 3, 2015	(2,065)	(1,381)
Total Tyson Shareholders' Equity	9,791	9,691
Noncontrolling Interests	16	15
Total Shareholders' Equity	9,807	9,706
Total Liabilities and Shareholders' Equity	$ 22,511	$ 23,004

See accompanying Notes to Consolidated Condensed Financial Statements.

TYSON FOODS, INC.
CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS
(In millions)
(Unaudited)

	Six Months Ended	
	April 2, 2016	March 28, 2015
Cash Flows From Operating Activities:		
Net income	$ 895	$ 621
Depreciation and amortization	348	347
Deferred income taxes	85	12
Other, net	18	36
Net changes in operating assets and liabilities	(241)	(208)
Cash Provided by Operating Activities	1,105	808
Cash Flows From Investing Activities:		
Additions to property, plant and equipment	(355)	(435)
Purchases of marketable securities	(22)	(17)
Proceeds from sale of marketable securities	23	15
Proceeds from sale of businesses	—	142
Other, net	2	4
Cash Used for Investing Activities	(352)	(291)
Cash Flows From Financing Activities:		
Payments on debt	(673)	(715)
Borrowings on revolving credit facility	300	1,080
Payments on revolving credit facility	—	(905)
Purchases of Tyson Class A common stock	(826)	(150)
Dividends	(108)	(75)
Stock options exercised	78	34
Other, net	40	10
Cash Used for Financing Activities	(1,189)	(721)
Effect of Exchange Rate Changes on Cash	2	(11)
Decrease in Cash and Cash Equivalents	(434)	(215)
Cash and Cash Equivalents at Beginning of Year	688	438
Cash and Cash Equivalents at End of Period	$ 254	$ 223

See accompanying Notes to Consolidated Condensed Financial Statements.

TYSON FOODS, INC.
NOTES TO CONSOLIDATED CONDENSED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1: ACCOUNTING POLICIES

Basis of Presentation
The consolidated condensed financial statements are unaudited and have been prepared by Tyson Foods, Inc. ("Tyson," "the Company," "we," "us" or "our"). Certain information and accounting policies and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States have been condensed or omitted pursuant to such rules and regulations of the United States Securities and Exchange Commission. Although we believe the disclosures contained herein are adequate to make the information presented not misleading, these consolidated condensed financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our annual report on Form 10-K for the fiscal year ended October 3, 2015 . Preparation of consolidated condensed financial statements requires us to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated condensed financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

We believe the accompanying consolidated condensed financial statements contain all adjustments, which are of a normal recurring nature, necessary to state fairly our financial position as of April 2, 2016 , and the results of operations for the three and six months ended April 2, 2016 , and March 28, 2015 . Results of operations and cash flows for the periods presented are not necessarily indicative of results to be expected for the full year.

Consolidation
The consolidated condensed financial statements include the accounts of all wholly-owned subsidiaries, as well as majority-owned subsidiaries over which we exercise control and, when applicable, entities for which we have a controlling financial interest or variable interest entities for which we are the primary beneficiary. All significant intercompany accounts and transactions have been eliminated in consolidation.

Recently Issued Accounting Pronouncements
In March 2016, the Financial Accounting Standards Board ("FASB") issued guidance which simplifies several aspects of the accounting for employee share-based payment transactions, including the accounting for income taxes, forfeitures, and statutory tax withholding requirements, as well as classification of related amounts within the statement of cash flows. The guidance is effective for annual reporting periods and interim periods within those annual reporting periods beginning after December 15, 2016, our fiscal 2018. Early adoption is permitted and the application of the guidance requires various transition methods depending on the specific amendment. We are currently evaluating the impact this guidance will have on our consolidated financial statements.

In February 2016, the FASB issued guidance which created new accounting and reporting guidelines for leasing arrangements. The guidance requires lessees to recognize a right-of-use asset and lease liability for all leases with terms of more than 12 months. Recognition, measurement and presentation of expenses and cash flows arising from a lease will depend on classification as a finance or operating lease. The guidance also requires qualitative and quantitative disclosures regarding the amount, timing, and uncertainty of cash flows arising from leases. The guidance is effective for annual reporting periods and interim periods within those annual reporting periods beginning after December 15, 2018, our fiscal 2020. Early adoption is permitted and the modified retrospective method should be applied. We are currently evaluating the impact this guidance will have on our consolidated financial statements.

In January 2016, the FASB issued guidance that requires most equity investments be measured at fair value, with subsequent changes in fair value recognized in net income. The guidance also impacts financial liabilities under the fair value option and the presentation and disclosure requirements on the classification and measurement of financial instruments. The guidance is effective for annual reporting periods and interim periods within those annual reporting periods beginning after December 15, 2017, our fiscal 2019, and should be applied prospectively. We are currently evaluating the impact this guidance will have on our consolidated financial statements.

In November 2015, the FASB issued guidance to simplify the presentation of deferred income taxes. The guidance requires that deferred tax liabilities and assets be classified as non-current in the balance sheet. The guidance is effective for annual reporting periods and interim periods within those annual reporting periods beginning after December 15, 2016, our fiscal 2018, and may be applied either prospectively to all deferred tax liabilities and assets or retrospectively to all periods presented. Early adoption is permitted. This new guidance is not expected to have a material impact on our consolidated financial statements.

In July 2015, the FASB issued guidance which requires management to evaluate inventory at the lower of cost and net realizable value. The guidance is effective for annual reporting periods and interim periods within those annual reporting periods beginning after December 15, 2016, our fiscal 2018. Early adoption is permitted and the prospective transition method should be applied. We are currently evaluating the impact this guidance will have on our consolidated financial statements.

In May 2015, the FASB issued guidance which removes the requirement to categorize all investments within the fair value hierarchy for which fair values are measured using the net asset value per share practical expedient. The guidance is effective for annual reporting periods and interim periods within those annual reporting periods beginning after December 15, 2015, our fiscal 2017. Early adoption is permitted and the retrospective transition method should be applied. This new guidance is not expected to have a material impact on our consolidated financial statements.

In April 2015, the FASB issued guidance on the recognition of fees paid by a customer for cloud computing arrangements. The guidance clarifies that if a cloud computing arrangement includes a software license, the customer should account for the software license consistent with the acquisition of other software licenses. If the arrangement does not include a software license, the customer should account for the arrangement as a service contract. The guidance is effective for annual reporting periods and interim periods within those annual reporting periods beginning after December 15, 2015, our fiscal 2017, and should be applied prospectively or retrospectively. We are currently evaluating the impact this guidance will have on our consolidated financial statements.

In April 2015, the FASB issued guidance which requires debt issuance costs to be presented in the balance sheet as a direct deduction from the associated debt liability; however, debt issuance costs related to revolving credit facilities will remain in other assets. The guidance is effective for annual reporting periods and interim periods within those annual reporting periods beginning after December 15, 2015, our fiscal 2017. Early adoption is permitted and the retrospective transition method should be applied. This new guidance is not expected to have a material impact on our consolidated financial statements.

In February 2015, the FASB issued guidance changing the analysis procedures that a reporting entity must perform to determine whether it should consolidate certain types of legal entities. All legal entities are subject to reevaluation under the revised consolidation model. The new guidance affects the following areas: (1) limited partnerships and similar legal entities, (2) evaluating fees paid to a decision maker or a service provider as a variable interest, (3) the effect of fee arrangements on the primary beneficiary determination, (4) the effect of related parties on the primary beneficiary determination, and (5) certain investment funds. This guidance is effective for annual reporting periods and interim periods within those annual reporting periods, beginning after December 15, 2015, our fiscal 2017. Early adoption is permitted and the retrospective or modified retrospective transition method should be applied. We are currently evaluating the impact this guidance will have on our consolidated financial statements.

In May 2014, the FASB issued guidance changing the criteria for recognizing revenue. The guidance provides for a single five-step model to be applied to all revenue contracts with customers. The 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. This guidance is effective for annual reporting periods and interim periods within those annual reporting periods beginning after December 15, 2017, our fiscal 2019. Early adoption is permitted for fiscal years beginning after December 15, 2016, our fiscal 2018. We are currently evaluating the impact this guidance will have on our consolidated financial statements.

NOTE 2: DISPOSITIONS

In fiscal 2015, we sold the Brazil and Mexico chicken production operations which were included in Other within our segment reporting to JBS SA ("JBS") for a combined $575 million in cash, which was subject to certain adjustments. We completed the sale of the Brazil operation in the first quarter of fiscal 2015 and received net proceeds of $148 million including working capital, net debt adjustments and cash transferred. The sale did not result in a significant gain or loss as the carrying value of the Brazil operation approximated the sales proceeds at the time of sale.

We completed the sale of the Mexico operation in the fourth quarter of fiscal 2015 and received net proceeds of approximately $374 million including working capital, net debt adjustments and cash transferred. As a result of the sale, we recorded a pre-tax gain of $161 million in the fourth quarter of fiscal 2015, which was reflected in Cost of Sales in our Consolidated Condensed Statements of Income.

To better align our overall production capacity with then-current cattle supplies, we ceased beef operations at our Denison, Iowa plant in fiscal 2015. As a result, we recorded $12 million in closure and impairment charges during the fourth quarter of fiscal 2015. These charges impacted the Beef segment’s operating income and were reflected in Cost of Sales in our Consolidated Condensed Statements of Income.

In the fourth quarter of fiscal 2015, we recorded a $59 million impairment and other related charges associated with a Prepared Foods project designed to optimize the combined Tyson and Hillshire Brands network capacity and to enhance manufacturing efficiencies for the future. As a result of this project, we expect to sell our Chicago, Illinois hospitality plant in June 2016 and close our Jefferson, Wisconsin plant in the back half of fiscal 2016. These charges were reflected in the Prepared Foods segment’s operating income in the fourth quarter of fiscal 2015, of which $49 million was included in the Consolidated Condensed Statements of Income in Cost of Sales and $10 million was included in the Consolidated Condensed Statements of Income in Selling, General and Administrative.

Additionally, in the third quarter of fiscal 2015, as part of our ongoing efforts to increase efficiencies in our Chicken business, we closed our Buena Vista, Georgia plant. The closure costs did not have a significant impact on the Company's operating results.

NOTE 3: INVENTORIES

Processed products, livestock and supplies and other are valued at the lower of cost or market. Cost includes purchased raw materials, live purchase costs, growout costs (primarily feed, grower pay and catch and haul costs), labor and manufacturing and production overhead, which are related to the purchase and production of inventories.

At April 2, 2016 , and October 3, 2015, 63% of the cost of inventories was determined by the first-in, first-out ("FIFO") method. The remaining cost of inventories for both periods is determined by the weighted-average method.

The following table reflects the major components of inventory (in millions):

	April 2, 2016	October 3, 2015
Processed products	$ 1,648	$ 1,631
Livestock	928	831
Supplies and other	417	416
Total inventory	$ 2,993	$ 2,878

NOTE 4: PROPERTY, PLANT AND EQUIPMENT

The major categories of property, plant and equipment and accumulated depreciation are as follows (in millions):

	April 2, 2016	October 3, 2015
Land	$ 126	$ 122
Buildings and leasehold improvements	3,613	3,581
Machinery and equipment	6,618	6,452
Land improvements and other	289	286
Buildings and equipment under construction	346	375
	10,992	10,816
Less accumulated depreciation	5,826	5,640
Net property, plant and equipment	$ 5,166	$ 5,176

NOTE 5: OTHER CURRENT LIABILITIES

Other current liabilities are as follows (in millions):

	April 2, 2016	October 3, 2015
Accrued salaries, wages and benefits	$ 442	$ 478
Accrued marketing, advertising and promotion expense	216	192
Other	417	488
Total other current liabilities	$ 1,075	$ 1,158

NOTE 6: DEBT

The major components of debt are as follows (in millions):

	April 2, 2016	October 3, 2015
Revolving credit facility	$ 300	$ —
Senior notes:		
6.60% Senior notes due April 2016 (2016 Notes)	—	638
7.00% Notes due May 2018	120	120
2.65% Notes due August 2019 (2019 Notes)	1,000	1,000
4.10% Notes due September 2020	285	285
4.50% Senior notes due June 2022 (2022 Notes)	1,000	1,000
3.95% Notes due August 2024 (2024 Notes)	1,250	1,250
7.00% Notes due January 2028	18	18
6.13% Notes due November 2032	163	163
4.88% Notes due August 2034 (2034 Notes)	500	500
5.15% Notes due August 2044 (2044 Notes)	500	500
Discount on senior notes	(9)	(10)
Term loans:		
Tranche B due April 2019 (1.63% at 4/2/2016)	500	500
Tranche B due August 2019 (2.00% at 4/2/2016)	552	552
Amortizing notes - tangible equity units (see Note 7: Equity)	105	140
Other	65	69
Total debt	6,349	6,725
Less current debt	79	715
Total long-term debt	$ 6,270	$ 6,010

Revolving Credit Facility
We have a $1.25 billion revolving credit facility that supports short-term funding needs and letters of credit. The facility will mature and the commitments thereunder will terminate in September 2019. After reducing for the amount borrowed and outstanding letters of credit issued under this facility, the amount available for borrowing at April 2, 2016 , was $943 million . At April 2, 2016 , we had outstanding letters of credit issued under this facility totaling $7 million , none of which were drawn upon. We had an additional $93 million of bilateral letters of credit issued separately from the revolving credit facility, none of which were drawn upon. Our letters of credit are issued primarily in support of leasing obligations and workers' compensation insurance programs.

If in the future any of our subsidiaries shall guarantee any of our material indebtedness, such subsidiary shall be required to guarantee the indebtedness, obligations and liabilities under this facility.

2016 Notes
On March 31, 2016, we repaid the entire outstanding $638 million principal balance on the 2016 Notes. Tyson Fresh Meats, Inc. (TFM Parent), our wholly owned subsidiary, fully and unconditionally guaranteed the 2016 Notes, 2019 Notes, 2022 Notes, 2024 Notes, 2034 Notes, 2044 Notes, amortizing notes related to our tangible equity units, Tyson's $1.25 billion revolving credit facility and term loans. As a result of the retirement of the 2016 Notes in the second quarter of fiscal 2016, all of TFM Parent's guarantees were released and TFM Parent is no longer required to disclose guarantor financial statements.

Term Loans
On May 5, 2016, we amended our existing 3 -year tranche B term loan agreement which extended the maturity of the loan from April 2018 to April 2019.

Debt Covenants
Our revolving credit and term loan facilities contain affirmative and negative covenants that, among other things, may limit or restrict our ability to: create liens and encumbrances; incur debt; merge, dissolve, liquidate or consolidate; make acquisitions and investments; dispose of or transfer assets; change the nature of our business; engage in certain transactions with affiliates; and enter into hedging transactions, in each case, subject to certain qualifications and exceptions. In addition, we are required to maintain minimum interest expense coverage and maximum debt-to-capitalization ratios.

Our senior notes also contain affirmative and negative covenants that, among other things, may limit or restrict our ability to: create liens; engage in certain sale/leaseback transactions; and engage in certain consolidations, mergers and sales of assets.

We were in compliance with all debt covenants at April 2, 2016 .

NOTE 7: EQUITY

Share Repurchases

On February 4, 2016, our Board of Directors approved an increase of 50 million shares authorized for repurchase under our share repurchase program. As of April 2, 2016 , 56.2 million shares remained available for repurchases under our share repurchase program. The share repurchase program has no fixed or scheduled termination date and the timing and extent to which we repurchase shares will depend upon, among other things, our working capital needs, markets, industry conditions, liquidity targets, limitations under our debt obligations and regulatory requirements. In addition to the share repurchase program, we purchase shares on the open market to fund certain obligations under our equity compensation plans.

A summary of share repurchases of our Class A stock is as follows (in millions):

	Three Months Ended				Six Months Ended			
	April 2, 2016		March 28, 2015		April 2, 2016		March 28, 2015	
	Shares	Dollars	Shares	Dollars	Shares	Dollars	Shares	Dollars
Shares repurchased:								
Under share repurchase program	7.3	$ 421	1.3	$ 50	14.9	$ 778	3.3	$ 131
To fund certain obligations under equity compensation plans	0.4	18	0.2	9	1.1	48	0.4	19
Total share repurchases	7.7	$ 439	1.5	$ 59	16.0	$ 826	3.7	$ 150

Subsequent to April 2, 2016, through May 6, 2016, we repurchased $232 million , or approximately 3.5 million shares, of our common stock under our share repurchase program.

Tangible Equity Units

In fiscal 2014, we completed the public issuance of 30 million 4.75% tangible equity units (TEUs). Total proceeds, net of underwriting discounts and other expenses, were $1,454 million . Each TEU, which has a stated amount of $50 , comprises a prepaid stock purchase contract and a senior amortizing note due July 15, 2017. We allocated the proceeds from the issuance of the TEUs to equity and debt based on the relative fair values of the respective components of each TEU. The fair value of the prepaid stock purchase contracts, which was $1,295 million , is recorded in Capital in Excess of Par Value, net of issuance costs. The fair value of the senior amortizing notes, which was $205 million , was recorded in debt. Issuance costs associated with the TEU debt were recorded as deferred financing costs in the Consolidated Condensed Balance Sheets in Other Assets and are amortized over the term of the instrument to July 15, 2017.

The aggregate values assigned upon issuance of each component of the TEU's, based on the relative fair value of the respective components of each TEU, were as follows (in millions, except price per TEU):

	Equity Component	Debt Component	Total
Price per TEU	$ 43.17	$ 6.83	$ 50.00
Gross proceeds	1,295	205	1,500
Issuance cost	(40)	(6)	(46)
Net proceeds	$ 1,255	$ 199	$ 1,454

Each senior amortizing note has an initial principal amount of $6.83 and bears interest at 1.5% per annum. On each January 15, April 15, July 15 and October 15, we will pay equal quarterly cash installments of $0.59 per amortizing note, which cash payment in the aggregate (principal and interest) is equivalent to 4.75% per year with respect to the $50 stated amount per TEU. Each installment constitutes a payment of interest and partial repayment of principal. Unless settled earlier at the holder's or the Company's option, each purchase contract will automatically settle on July 15, 2017, subject to postponement in certain limited circumstances.

During the second quarter of fiscal 2016, holders settled 12.8 million purchase contracts and, in exchange, the Company issued 13.6 million shares of its Class A common stock. Upon early settlement of these purchase contracts, the corresponding amortizing notes remain outstanding and beneficially owned by the holders that settled purchase contracts early. As of April 2, 2016, 17.2 million TEU's remained outstanding. The remaining TEUs will continue to be held pursuant to their original terms and conditions, including automatic settlement on July 15, 2017, as described above. As a result of the purchase contracts tendered in the second quarter of fiscal 2016, we will now deliver between a minimum of 18.3 million shares and a maximum of 22.9 million shares of our Class A stock, subject to adjustment, based upon the Applicable Market Value (as defined below) of our Class A stock as described below:

- If the Applicable Market Value is equal to or greater than the conversion price of $47.01 per share, we will deliver 1.0637 shares of Class A stock per purchase contract, or a minimum of 18.3 million Class A shares.
- If the Applicable Market Value is greater than the reference price of $37.60 but less than the conversion price of $47.01 per share, we will deliver a number of shares per purchase contract equal to $50 , divided by the Applicable Market Value.
- If the Applicable Market Value is less than or equal to the reference price of $37.60 per share, we will deliver 1.3298 shares of Class A stock per purchase contract, or a maximum of 22.9 million Class A shares.

The "Applicable Market Value" means the average of the closing prices of our Class A stock on each of the 20 consecutive trading days beginning on, and including, the 23rd scheduled trading day immediately preceding July 15, 2017.

On March 15, 2016, we paid our quarterly dividend to shareholders of record at March 1, 2016, equal to $0.15 per share on our Class A stock. The amount of the distribution exceeded the $0.075 per share dividend threshold amount. Consequently, the settlement rates, reference price and conversion price were adjusted and are reflected above.

The TEUs have a dilutive effect on our earnings per share. The 18.3 million minimum shares to be issued are included in the calculation of Class A Basic weighted average shares. The 4.6 million share difference between the minimum shares and the 22.9 million maximum shares are potentially dilutive securities, and accordingly, are included in our diluted earnings per share on a pro rata basis to the extent the Applicable Market Value is higher than the reference price but is less than the conversion price at period end.

NOTE 8: INCOME TAXES

The effective tax rate was 32.7% and 35.6% for the second quarter of fiscal 2016 and 2015 , respectively and 34.0% and 32.4% for the first six months of fiscal 2016 and 2015, respectively. The effective tax rates for the second quarter and first six months of fiscal 2016 and fiscal 2015 were impacted by such items as the domestic production deduction, state income taxes and losses in foreign jurisdictions for which no benefit is recognized. In addition, changes in tax reserves resulting from the expiration of statutes of limitations reduced the effective tax rate for the second quarter of fiscal 2016 by 2.9% and the first six months of fiscal 2016 and 2015 by 1.4% and 3.2% , respectively.

Unrecognized tax benefits were $300 million and $306 million at April 2, 2016 , and October 3, 2015 , respectively.

We estimate that during the next twelve months it is reasonably possible that unrecognized tax benefits could decrease by as much as $43 million primarily due to settlements with taxing authorities and expiration of statutes of limitations in various jurisdictions.

NOTE 9: OTHER INCOME AND CHARGES

During the first six months of fiscal 2016, we recorded $5 million of equity earnings in joint ventures and $1 million in net foreign currency exchange losses, which were recorded in the Consolidated Condensed Statements of Income in Other, net.

During the first six months of fiscal 2015, we recorded $3 million of equity earnings in joint ventures and $1 million in net foreign currency exchange gains, which were recorded in the Consolidated Condensed Statements of Income in Other, net.

NOTE 10: EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted earnings per share (in millions, except per share data):

	Three Months Ended		Six Months Ended	
	April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Numerator:				
Net income	$ 434	$ 311	$ 895	$ 621
Less: Net income attributable to noncontrolling interests	2	1	2	2
Net income attributable to Tyson	432	310	893	619
Less dividends declared:				
Class A	46	31	104	69
Class B	9	6	22	14
Undistributed earnings	$ 377	$ 273	$ 767	$ 536
Class A undistributed earnings	$ 314	$ 230	$ 641	$ 451
Class B undistributed earnings	63	43	126	85
Total undistributed earnings	$ 377	$ 273	$ 767	$ 536
Denominator:				
Denominator for basic earnings per share:				
Class A weighted average shares	318	334	321	335
Class B weighted average shares, and shares under the if-converted method for diluted earnings per share	70	70	70	70
Effect of dilutive securities:				
Stock options, restricted stock and performance units	5	5	5	5
Tangible equity units	—	6	—	6
Denominator for diluted earnings per share – adjusted weighted average shares and assumed conversions	393	415	396	416
Net income per share attributable to Tyson:				
Class A basic	$ 1.14	$ 0.78	$ 2.32	$ 1.55
Class B basic	$ 1.02	$ 0.71	$ 2.11	$ 1.42
Diluted	$ 1.10	$ 0.75	$ 2.25	$ 1.49

We had no stock-based compensation shares that were antidilutive for the three months ended April 2, 2016. Approximately 2 million of our stock-based compensation shares were antidilutive for the six months ended April 2, 2016 . Approximately 5 million of our stock-based compensation shares were antidilutive for each of the three and six months ended March 28, 2015 . These shares were not included in the diluted earnings per share calculation.

We have two classes of capital stock, Class A stock and Class B stock. Cash dividends cannot be paid to holders of Class B stock unless they are simultaneously paid to holders of Class A stock. The per share amount of cash dividends paid to holders of Class B stock cannot exceed 90% of the cash dividends paid to holders of Class A stock.

We allocate undistributed earnings based upon a 1 to 0.9 ratio per share to Class A stock and Class B stock, respectively. We allocate undistributed earnings based on this ratio due to historical dividend patterns, voting control of Class B shareholders and contractual limitations of dividends to Class B stock.

NOTE 11: DERIVATIVE FINANCIAL INSTRUMENTS

Our business operations give rise to certain market risk exposures mostly due to changes in commodity prices, foreign currency exchange rates and interest rates. We manage a portion of these risks through the use of derivative financial instruments to reduce our exposure to commodity price risk, foreign currency risk and interest rate risk. Our risk management programs are periodically reviewed by our Board of Directors' Audit Committee. These programs are monitored by senior management and may be revised as market conditions dictate. Our current risk management programs utilize industry-standard models that take into account the implicit cost of hedging. Risks associated with our market risks and those created by derivative instruments and the fair values are strictly monitored, using value-at-risk and stress tests. Credit risks associated with our derivative contracts are not significant as we minimize counterparty concentrations, utilize margin accounts or letters of credit, and deal with credit-worthy counterparties. Additionally, our derivative contracts are mostly short-term in duration and we generally do not make use of credit-risk-related contingent features. No significant concentrations of credit risk existed at April 2, 2016 .

We had the following aggregated outstanding notional amounts related to our derivative financial instruments (in millions, except soy meal tons):

	Metric	April 2, 2016	October 3, 2015
Commodity:			
Corn	Bushels	30	18
Soy meal	Tons	529,200	284,900
Live cattle	Pounds	205	102
Lean hogs	Pounds	225	166
Heating oil	Gallons	13	8
Foreign currency	United States dollar	$ 35	$ 42

We recognize all derivative instruments as either assets or liabilities at fair value in the Consolidated Condensed Balance Sheets, with the exception of normal purchases and normal sales expected to result in physical delivery. For those derivative instruments that are designated and qualify as hedging instruments, we designate the hedging instrument based upon the exposure being hedged (i.e., cash flow hedge or fair value hedge). We designate certain forward contracts as follows:

- Cash Flow Hedges – include certain commodity forward and option contracts of forecasted purchases (i.e., grains) and certain foreign exchange forward contracts.
- Fair Value Hedges – include certain commodity forward contracts of firm commitments (i.e., livestock).

Cash Flow Hedges

Derivative instruments are designated as hedges against changes in the amount of future cash flows related to procurement of certain commodities utilized in our production processes. For the derivative instruments we designate and qualify as a cash flow hedge, the effective portion of the gain or loss on the derivative is reported as a component of other comprehensive income (OCI) and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. Gains and losses representing hedge ineffectiveness are recognized in earnings in the current period. Ineffectiveness related to our cash flow hedges was not significant for the three and six months ended April 2, 2016 , and March 28, 2015 . As of April 2, 2016 , the net amounts expected to be reclassified into earnings within the next 12 months are pretax losses of $1 million . During the three and six months ended April 2, 2016 , and March 28, 2015 , we did not reclassify significant pretax gains/losses into earnings as a result of the discontinuance of cash flow hedges.

The following table sets forth the pretax impact of cash flow hedge derivative instruments on the Consolidated Condensed Statements of Income (in millions):

	Gain (Loss) Recognized in OCI On Derivatives		Consolidated Condensed Statements of Income Classification	Gain (Loss) Reclassified from OCI to Earnings	
	Three Months Ended			Three Months Ended	
	April 2, 2016	March 28, 2015		April 2, 2016	March 28, 2015
Cash flow hedge – derivatives designated as hedging instruments:					
Commodity contracts	$ —	$ (2)	Cost of sales	$ (1)	$ (1)
Foreign exchange contracts	—	—	Other income/expense	—	—
Total	$ —	$ (2)		$ (1)	$ (1)

	Gain (Loss) Recognized in OCI On Derivatives		Consolidated Condensed Statements of Income Classification	Gain (Loss) Reclassified from OCI to Earnings	
	Six Months Ended			Six Months Ended	
	April 2, 2016	March 28, 2015		April 2, 2016	March 28, 2015
Cash Flow Hedge – Derivatives designated as hedging instruments:					
Commodity contracts	$ (2)	$ (2)	Cost of sales	$ (2)	$ (4)
Foreign exchange contracts	—	—	Other income/expense	—	—
Total	$ (2)	$ (2)		$ (2)	$ (4)

Fair Value Hedges

We designate certain derivative contracts as fair value hedges of firm commitments to purchase livestock for slaughter. Our objective of these hedges is to minimize the risk of changes in fair value created by fluctuations in commodity prices associated with fixed price livestock firm commitments. For these derivative instruments we designate and qualify as a fair value hedge, the gain or loss on the derivative, as well as the offsetting gain or loss on the hedged item attributable to the hedged risk, are recognized in earnings in the same period. We include the gain or loss on the hedged items (i.e., livestock purchase firm commitments) in the same line item, Cost of Sales, as the offsetting gain or loss on the related livestock forward position.

in millions

	Consolidated Condensed Statements of Income Classification	Three Months Ended		Six Months Ended	
		April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Gain (Loss) on forwards	Cost of sales	$ 6	$ 32	$ 39	$ (8)
Gain (Loss) on purchase contract	Cost of sales	(6)	(32)	(39)	8

Ineffectiveness related to our fair value hedges was not significant for the three and six months ended April 2, 2016 , and March 28, 2015 .

Undesignated Positions

In addition to our designated positions, we also hold derivative contracts for which we do not apply hedge accounting. These include certain derivative instruments related to commodities price risk, including grains, livestock, energy and foreign currency risk. We mark these positions to fair value through earnings at each reporting date.

The following table sets forth the pretax impact of the undesignated derivative instruments in the Consolidated Condensed Statements of Income (in millions):

	Consolidated Condensed Statements of Income Classification	Gain (Loss) Recognized in Earnings		Gain (Loss) Recognized in Earnings	
		Three Months Ended		Six Months Ended	
		April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Derivatives not designated as hedging instruments:					
Commodity contracts	Sales	$ (16)	$ (7)	$ (7)	$ (8)
Commodity contracts	Cost of sales	7	(8)	(8)	(34)
Foreign exchange contracts	Other income/expense	1	(2)	1	(4)
Total		$ (8)	$ (17)	$ (14)	$ (46)

The fair value of all outstanding derivative instruments in the Consolidated Condensed Balance Sheets are included in Note 12: Fair Value Measurements.

NOTE 12: FAIR VALUE MEASUREMENTS

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The fair value hierarchy contains three levels as follows:

Level 1 — Unadjusted quoted prices available in active markets for the identical assets or liabilities at the measurement date.

Level 2 — Other observable inputs available at the measurement date, other than quoted prices included in Level 1, either directly or indirectly, including:
- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets in non-active markets;
- Inputs other than quoted prices that are observable for the asset or liability; and
- Inputs derived principally from or corroborated by other observable market data.

Level 3 — Unobservable inputs that cannot be corroborated by observable market data and reflect the use of significant management judgment. These values are generally determined using pricing models for which the assumptions utilize management’s estimates of market participant assumptions.

Assets and Liabilities Measured at Fair Value on a Recurring Basis
The fair value hierarchy requires the use of observable market data when available. In instances where the inputs used to measure fair value fall into different levels of the fair value hierarchy, the fair value measurement has been determined based on the lowest level input significant to the fair value measurement in its entirety. Our assessment of the significance of a particular item to the fair value measurement in its entirety requires judgment, including the consideration of inputs specific to the asset or liability.

The following tables set forth by level within the fair value hierarchy our financial assets and liabilities accounted for at fair value on a recurring basis according to the valuation techniques we used to determine their fair values (in millions):

April 2, 2016	Level 1	Level 2	Level 3	Netting (a)	Total
Assets:					
Derivative financial instruments:					
Designated as hedges	$ —	$ 23	$ —	$ (7)	$ 16
Undesignated	—	26	—	(7)	19
Available-for-sale securities:					
Current	—	2	1	—	3
Non-current	—	36	57	—	93
Deferred compensation assets	7	230	—	—	237
Total assets	$ 7	$ 317	$ 58	$ (14)	$ 368
Liabilities:					
Derivative financial instruments:					
Designated as hedges	$ —	$ 2	$ —	$ (2)	$ —
Undesignated	—	41	—	(41)	—
Total liabilities	$ —	$ 43	$ —	$ (43)	$ —

October 3, 2015	Level 1	Level 2	Level 3	Netting (a)	Total
Assets:					
Derivative financial instruments:					
Designated as hedges	$ —	$ 52	$ —	$ (35)	$ 17
Undesignated	—	9	—	(9)	—
Available-for-sale securities:					
Current	—	1	1	—	2
Non-current	—	33	60	—	93
Deferred compensation assets	9	222	—	—	231
Total assets	$ 9	$ 317	$ 61	$ (44)	$ 343
Liabilities:					
Derivative financial instruments:					
Designated as hedges	$ —	$ 2	$ —	$ (2)	$ —
Undesignated	—	49	—	(47)	2
Total liabilities	$ —	$ 51	$ —	$ (49)	$ 2

(a) Our derivative assets and liabilities are presented in our Consolidated Condensed Balance Sheets on a net basis. We net derivative assets and liabilities, including cash collateral, when a legally enforceable master netting arrangement exists between the counterparty to a derivative contract and us. At April 2, 2016 , and October 3, 2015 , we had posted with various counterparties $29 million and $5 million , respectively, of cash collateral related to our commodity derivatives and held no cash collateral.

The following table provides a reconciliation between the beginning and ending balance of marketable debt securities measured at fair value on a recurring basis in the table above that used significant unobservable inputs (Level 3) (in millions):

	Six Months Ended	
	April 2, 2016	March 28, 2015
Balance at beginning of year	$ 61	$ 67
Total realized and unrealized gains (losses):		
Included in earnings	—	—
Included in other comprehensive income (loss)	—	—
Purchases	9	9
Issuances	—	—
Settlements	(12)	(13)
Balance at end of period	$ 58	$ 63
Total gains (losses) for the six-month period included in earnings attributable to the change in unrealized gains (losses) relating to assets and liabilities still held at end of period	$ —	$ —

The following methods and assumptions were used to estimate the fair value of each class of financial instrument:

Derivative Assets and Liabilities: Our derivative financial instruments primarily include exchange-traded and over-the-counter contracts which are further described in Note 11: Derivative Financial Instruments. We record our derivative financial instruments at fair value using quoted market prices adjusted for credit and non-performance risk and internal models that use as their basis readily observable market inputs including current and forward market prices. We classify these instruments in Level 2 when quoted market prices can be corroborated utilizing observable current and forward commodity market prices on active exchanges or observable market transactions.

Available-for-Sale Securities: Our investments in marketable debt securities are classified as available-for-sale and are reported at fair value based on pricing models and quoted market prices adjusted for credit and non-performance risk. Short-term investments with maturities of less than 12 months are included in Other current assets in the Consolidated Condensed Balance Sheets and primarily include certificates of deposit and commercial paper. All other marketable debt securities are included in Other Assets in the Consolidated Condensed Balance Sheets and have maturities ranging up to 32 years. We classify our investments in U.S. government, U.S. agency, certificates of deposit and commercial paper debt securities as Level 2 as fair value is generally estimated using discounted cash flow models that are primarily industry-standard models that consider various assumptions, including time value and yield curve as well as other readily available relevant economic measures. We classify certain corporate, asset-backed and other debt securities as Level 3 as there is limited activity or less observable inputs into valuation models, including current interest rates and estimated prepayment, default and recovery rates on the underlying portfolio or structured investment vehicle. Significant changes to assumptions or unobservable inputs in the valuation of our Level 3 instruments would not have a significant impact to our consolidated condensed financial statements.

The following table sets forth our available-for-sale securities' amortized cost basis, fair value and unrealized gain (loss) by significant investment category (in millions):

	April 2, 2016			October 3, 2015		
	Amortized Cost Basis	Fair Value	Unrealized Gain (Loss)	Amortized Cost Basis	Fair Value	Unrealized Gain (Loss)
Available-for-sale securities:						
Debt securities:						
U.S. treasury and agency	$ 37	$ 38	$ 1	$ 33	$ 34	$ 1
Corporate and asset-backed	57	58	1	60	61	1

Unrealized holding gains (losses), net of tax, are excluded from earnings and reported in OCI until the security is settled or sold. On a quarterly basis, we evaluate whether losses related to our available-for-sale securities are temporary in nature. Losses on equity securities are recognized in earnings if the decline in value is judged to be other than temporary. If losses related to our debt securities are determined to be other than temporary, the loss would be recognized in earnings if we intend, or more likely than not will be required, to sell the security prior to recovery. For debt securities in which we have the intent and ability to hold until maturity, losses determined to be other than temporary would remain in OCI, other than expected credit losses which are recognized in earnings. We consider many factors in determining whether a loss is temporary, including the length of time and extent to which the fair value has been below cost, the financial condition and near-term prospects of the issuer and our ability and intent to hold the investment for a period of time sufficient to allow for any anticipated recovery. We recognized no other than temporary impairment in earnings for the three and six months ended April 2, 2016 , and March 28, 2015 . No other than temporary losses were deferred in OCI as of April 2, 2016 , and October 3, 2015 .

Deferred Compensation Assets: We maintain non-qualified deferred compensation plans for certain executives and other highly compensated employees. Investments are maintained within a trust and include money market funds, mutual funds and life insurance policies. The cash surrender value of the life insurance policies is invested primarily in mutual funds. The investments are recorded at fair value based on quoted market prices and are included in Other Assets in the Consolidated Condensed Balance Sheets. We classify the investments which have observable market prices in active markets in Level 1 as these are generally publicly-traded mutual funds. The remaining deferred compensation assets are classified in Level 2, as fair value can be corroborated based on observable market data. Realized and unrealized gains (losses) on deferred compensation are included in earnings.

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

In addition to assets and liabilities that are recorded at fair value on a recurring basis, we record 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. We did not have any significant measurements of assets or liabilities at fair value on a nonrecurring basis subsequent to their initial recognition during the three or six months ended April 2, 2016 , and March 28, 2015 .

Other Financial Instruments

Fair value of our debt is principally estimated using Level 2 inputs based on quoted prices for those or similar instruments. Fair value and carrying value for our debt are as follows (in millions):

	April 2, 2016		October 3, 2015	
	Fair Value	Carrying Value	Fair Value	Carrying Value
Total debt	$ 6,614	$ 6,349	$ 6,900	$ 6,725

NOTE 13: PENSION AND OTHER POSTRETIREMENT BENEFIT PLANS

The components of the net periodic cost for the pension and postretirement benefit plans for the three and six months ended April 2, 2016 , and March 28, 2015 , are as follows (in millions):

	Pension Plans			
	Three Months Ended		Six Months Ended	
	April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Service cost	$ 3	$ 4	$ 7	$ 8
Interest cost	18	21	38	42
Expected return on plan assets	(16)	(25)	(33)	(50)
Amortization of:				
Net actuarial loss	2	2	3	3
Settlement (gain) loss (a)	—	—	(12)	8
Net periodic cost	$ 7	$ 2	$ 3	$ 11

	Postretirement Benefit Plans			
	Three Months Ended		Six Months Ended	
	April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Service cost	$ —	$ 1	$ —	$ 2
Interest cost	1	1	2	3
Amortization of:				
Net actuarial gain	(9)	—	(9)	—
Prior service credit	(5)	—	(9)	—
Net periodic cost (credit)	$ (13)	$ 2	$ (16)	$ 5

(a) We made lump-sum settlement payments using plan assets of $265 million and $18 million for the six months ended April 2, 2016 , and March 28, 2015 , respectively, to certain deferred vested participants within our qualified pension plans.

We contributed $21 million and $6 million to our pension plans for the three months ended April 2, 2016 , and March 28, 2015 , respectively. We contributed $53 million and $9 million to our pension plans for the six months ended April 2, 2016 , and March 28, 2015 , respectively. We expect to contribute an additional $10 million during the remainder of fiscal 2016. The amount of contributions made to pension plans in any year is dependent upon a number of factors including minimum funding requirements in the jurisdictions in which we operate. As a result, the actual funding in fiscal 2016 may differ from the current estimate.

NOTE 14: OTHER COMPREHENSIVE INCOME (LOSS)

The before and after tax changes in the components of other comprehensive income (loss) are as follows (in millions):

	Three Months Ended						Six Months Ended					
	April 2, 2016			March 28, 2015			April 2, 2016			March 28, 2015		
	Before Tax	Tax	After Tax	Before Tax	Tax	After Tax	Before Tax	Tax	After Tax	Before Tax	Tax	After Tax
Derivatives accounted for as cash flow hedges:												
(Gain) loss reclassified to cost of sales	$ 1	$ (1)	$ —	$ 1	$ —	$ 1	$ 2	$ (1)	$ 1	$ 4	$ (2)	$ 2
Unrealized gain (loss)	—	—	—	(2)	—	(2)	(2)	1	(1)	(2)	—	(2)
Investments:												
(Gain) loss reclassified to other income/expense	—	—	—	—	—	—	—	—	—	—	—	—
Unrealized gain (loss)	1	—	1	4	(2)	2	—	—	—	19	(8)	11
Currency translation:												
Translation loss reclassified to cost of sales (a)	—	—	—	—	—	—	—	—	—	37	(1)	36
Translation adjustment	10	—	10	(27)	2	(25)	5	—	5	(64)	9	(55)
Postretirement benefits	(3)	2	(1)	1	(1)	—	(6)	3	(3)	10	(3)	7
Total other comprehensive income (loss)	$ 9	$ 1	$ 10	$ (23)	$ (1)	$ (24)	$ (1)	$ 3	$ 2	$ 4	$ (5)	$ (1)

(a) Translation loss reclassified to Cost of Sales related to disposition of a foreign operation, which is further described in Note 2: Dispositions.

NOTE 15: SEGMENT REPORTING

We operate in four reportable segments: Chicken, Beef, Pork, and Prepared Foods. We measure segment profit as operating income (loss).

Following the sale of our Mexico and Brazil chicken production operations in fiscal 2015 (see Note 2: Dispositions), we began reporting our international operation, which was previously reported as the International segment, in Other. Other now includes our foreign chicken production operations in China and India and third-party merger and integration costs. All periods presented have been reclassified to reflect this change. Chicken, Beef, Pork and Prepared Foods results were not impacted by this change.

Chicken: Chicken includes our domestic operations related to raising and processing live chickens into fresh, frozen and value-added chicken products, as well as sales from allied products. Products are marketed domestically to food retailers, foodservice distributors, restaurant operators, hotel chains and noncommercial foodservice establishments such as schools, healthcare facilities, the military and other food processors, as well as to international export markets. This segment also includes logistics operations to move products through our domestic supply chain and the global operations of our chicken breeding stock subsidiary.

Beef: Beef includes our operations related to processing live fed cattle and fabricating dressed beef carcasses into primal and sub-primal meat cuts and case-ready products. Products are marketed domestically to food retailers, foodservice distributors, restaurant operators, hotel chains and noncommercial foodservice establishments such as schools, healthcare facilities, the military and other food processors, as well as to international export markets. This segment also includes sales from allied products such as hides and variety meats, as well as logistics operations to move products through the supply chain.

Pork: Pork includes our operations related to processing live market hogs and fabricating pork carcasses into primal and sub-primal cuts and case-ready products. Products are marketed domestically to food retailers, foodservice distributors, restaurant operators, hotel chains and noncommercial foodservice establishments such as schools, healthcare facilities, the military and other food processors, as well as to international export markets. This segment also includes our live swine group, related allied product processing activities and logistics operations to move products through the supply chain.

Prepared Foods: Prepared Foods includes our operations related to manufacturing and marketing frozen and refrigerated food products and logistics operations to move products through the supply chain. This segment includes brands such as Jimmy Dean®, Hillshire Farm®, Ball Park®, Wright®, State Fair®, Van's®, Sara Lee® and Chef Pierre® pies, as well as artisanal brands Aidells®, Gallo Salame®, and Golden Island® premium jerky. Products primarily include pepperoni, bacon, breakfast sausage, turkey, lunchmeat, hot dogs, pizza crusts and toppings, flour and corn tortilla products, desserts, appetizers, prepared meals, ethnic foods, soups, sauces, side dishes, meat dishes, breadsticks and processed meats. Products are marketed domestically to food retailers, foodservice distributors, restaurant operators, hotel chains and noncommercial foodservice establishments such as schools, healthcare facilities, the military and other food processors, as well as to international export markets.

We allocate expenses related to corporate activities to the segments, except for third-party merger and integration costs which are included in Other.

Information on segments and a reconciliation to income before income taxes are as follows (in millions):

	Three Months Ended		Six Months Ended	
	April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Sales:				
Chicken	$ 2,737	$ 2,829	$ 5,373	$ 5,609
Beef	3,639	4,130	7,253	8,521
Pork	1,190	1,204	2,403	2,744
Prepared Foods	1,804	1,871	3,700	4,004
Other	86	222	185	527
Intersegment sales	(286)	(277)	(592)	(609)
Total sales	$ 9,170	$ 9,979	$ 18,322	$ 20,796
Operating income (loss):				
Chicken	$ 347	$ 332	$ 705	$ 683
Beef	46	(20)	117	(26)
Pork	140	99	298	221
Prepared Foods	197	160 (a)	404	231 (a)
Other	(26) (b)	(24) (b)	(44) (b)	(53) (b)
Total operating income	704	547	1,480	1,056
Total other (income) expense	60	64	124	138
Income before income taxes	$ 644	$ 483	$ 1,356	$ 918

(a) Includes merger and integration costs of $5 million and $9 million for the three and six months ended March 28, 2015, respectively, and $8 million net proceeds and $28 million net costs related to a legacy Hillshire Brands plant fire for the three and six months ended March 28, 2015, respectively.

(b) Operating income in Other includes third-party merger and integration costs of $13 million and $9 million for the three months ended April 2, 2016, and March 28, 2015 , respectively, and $18 million and $24 million for the six months ended April 2, 2016, and March 28, 2015, respectively.

The Chicken segment had sales of $4 million and $6 million in the second quarter of fiscal 2016 and 2015 , respectively, and sales of $7 million for the first six months of fiscal 2016 and 2015, from transactions with other operating segments of the Company. The Beef segment had sales of $78 million and $77 million in the second quarter of fiscal 2016 and 2015 , respectively, and sales of $150 million and $155 million in the first six months of fiscal 2016 and 2015, respectively, from transactions with other operating segments of the Company. The Pork segment had sales of $204 million and $194 million in the second quarter of fiscal 2016 and 2015 , respectively, and sales of $435 million and $447 million in the first six months of fiscal 2016 and 2015, respectively, from transactions with other operating segments of the Company. The aforementioned sales from intersegment transactions, which were at market prices, were included in the segment sales in the above table.

NOTE 16: COMMITMENTS AND CONTINGENCIES

Commitments

We guarantee obligations of certain outside third parties, consisting primarily of leases, debt and grower loans, which are substantially collateralized by the underlying assets. Terms of the underlying debt cover periods up to 10 years, and the maximum potential amount of future payments as of April 2, 2016 , was $41 million . We also maintain operating leases for various types of equipment, some of which contain residual value guarantees for the market value of the underlying leased assets at the end of the term of the lease. The remaining terms of the lease maturities cover periods over the next 12 years. The maximum potential amount of the residual value guarantees is $91 million , of which $84 million could be recoverable through various recourse provisions and an additional undeterminable recoverable amount based on the fair value of the underlying leased assets. The likelihood of material payments under these guarantees is not considered probable. At April 2, 2016 , and October 3, 2015 , no material liabilities for guarantees were recorded.

We have cash flow assistance programs in which certain livestock suppliers participate. Under these programs, we pay an amount for livestock equivalent to a standard cost to grow such livestock during periods of low market sales prices. The amounts of such payments that are in excess of the market sales price are recorded as receivables and accrue interest. Participating suppliers are obligated to repay these receivables balances when market sales prices exceed this standard cost, or upon termination of the agreement. Our maximum commitment associated with these programs is limited to the fair value of each participating livestock supplier's net tangible assets. The potential maximum commitment as of April 2, 2016 , was approximately $380 million . The total receivables under these programs were $5 million at April 2, 2016 . There were no receivables under these programs at October 3, 2015 . These receivables are included, net of allowance for uncollectible amounts, in Accounts Receivable in our Consolidated Condensed Balance Sheets. Even though these programs are limited to the net tangible assets of the participating livestock suppliers, we also manage a portion of our credit risk associated with these programs by obtaining security interests in livestock suppliers' assets. After analyzing residual credit risks and general market conditions, we have no allowance for these programs' estimated uncollectible receivables at April 2, 2016 , and October 3, 2015 .

When constructing new facilities or making major enhancements to existing facilities, we will occasionally enter into incentive agreements with local government agencies in order to reduce certain state and local tax expenditures. Under these agreements, we transfer the related assets to various local government entities and receive Industrial Revenue Bonds. We immediately lease the facilities from the local government entities and have an option to re-purchase the facilities for a nominal amount upon tendering the Industrial Revenue Bonds to the local government entities at various predetermined dates. The Industrial Revenue Bonds and the associated obligations for the leases of the facilities offset, and the underlying assets remain in property, plant and equipment. At April 2, 2016, total amounts under these type of arrangements totaled $528 million .

Contingencies

We are involved in various claims and legal proceedings. We routinely assess the likelihood of adverse judgments or outcomes to those matters, as well as ranges of probable losses, to the extent losses are reasonably estimable. We record accruals for such matters to the extent that we conclude a loss is probable and the financial impact, should an adverse outcome occur, is reasonably estimable. Such accruals are reflected in the Company's consolidated condensed financial statements. In our opinion, we have made appropriate and adequate accruals for these matters and believe the probability of a material loss beyond the amounts accrued to be remote; however, the ultimate liability for these matters is uncertain, and if accruals are not adequate, an adverse outcome could have a material effect on the consolidated financial condition or results of operations. Listed below are certain claims made against the Company and/or our subsidiaries for which the potential exposure is considered material to the Company's consolidated condensed financial statements. We believe we have substantial defenses to the claims made and intend to vigorously defend these matters.

Below are the details of five lawsuits involving our beef, pork and prepared foods plants in which certain present and past employees allege that we failed to compensate them for the time it takes to engage in pre- and post-shift activities, such as changing into and out of protective and sanitary clothing and walking to and from the changing area, work areas and break areas in violation of the Fair Labor Standards Act and various state laws. The plaintiffs seek back wages, liquidated damages, pre- and post-judgment interest, attorneys' fees and costs. Each case is proceeding in its jurisdiction.

- Bouaphakeo (f/k/a Sharp), et al. v. Tyson Foods, Inc., N.D. Iowa, February 6, 2007 - A jury trial was held involving our Storm Lake, Iowa pork plant which resulted in a jury verdict in favor of the plaintiffs for violations of federal and state laws for pre- and post-shift work activities. The trial court also awarded the plaintiffs liquidated damages, resulting in total damages awarded in the amount of $5,784,758 . The plaintiffs' counsel has also filed an application for attorneys' fees and expenses in the amount of $2,692,145 . We appealed the jury's verdict and trial court's award to the Eighth Circuit Court of Appeals. The appellate court affirmed the jury verdict and judgment on August 25, 2014, and we filed a petition for rehearing on September 22, 2014, which was denied. We filed a petition for a writ of certiorari with the United States Supreme Court, which was granted on June 8, 2015, and oral arguments before the Supreme Court occurred on November 10, 2015. On March 22, 2016, the Supreme Court affirmed the appellate court's rulings and remanded to the trial court to allocate the lump sum award among the class participants.
- Edwards, et al. v. Tyson Foods, Inc. d.b.a. Tyson Fresh Meats, Inc., S.D. Iowa, March 20, 2008 - The trial court in this case, which involves our Perry and Waterloo, Iowa pork plants, decertified the state law class and granted other pre-trial motions that resulted in judgment in our favor with respect to the plaintiffs' claims. The plaintiffs have filed a motion to modify this judgment.
- Murray, et al. v. Tyson Foods, Inc., C.D. Illinois, January 2, 2008 ; and DeVoss v. Tyson Foods, Inc. d.b.a. Tyson Fresh Meats, C.D. Illinois, March 2, 2011 - these cases involve our Joslin, Illinois beef plant and are in their preliminary stages.
- Dozier, Southerland, et al. v. The Hillshire Brands Company, E.D. North Carolina, September 2, 2014 - This case involves our Tarboro, North Carolina prepared foods plant. On March 25, 2016, the parties filed a joint motion for settlement totaling $425,000, which includes all of the plaintiffs' attorneys' fees and costs.
- Awad, et al. v. Tyson Foods, Inc. and Tyson Fresh Meats, Inc., M.D. Tennessee, February 12, 2015 - This case involves our Goodlettsville, Tennessee case ready beef plant and is in its preliminary stages.

Our subsidiary, The Hillshire Brands Company (formerly named Sara Lee Corporation), is a party to a consolidation of cases filed by individual complainants with the Republic of the Philippines, Department of Labor and Employment and the National Labor Relations Commission (NLRC) from 1998 through July 1999. The complaint is filed against Aris Philippines, Inc., Sara Lee Corporation, Sara Lee Philippines, Inc., Fashion Accessories Philippines, Inc., and Attorney Cesar C. Cruz (collectively, the "respondents"). The complaint alleges, among other things, that the respondents engaged in unfair labor practices in connection with the termination of manufacturing operations in the Philippines by Aris Philippines, Inc., a former subsidiary of The Hillshire Brands Company. In 2006, an arbitrator ruled against the respondents and awarded the complainants PHP 3,453,664,710 (approximately US $75 million)in damages and fees. The respondents appealed the arbitrator's ruling, and it was subsequently set aside by the NLRC in December 2006. Subsequent to the NLRC's decision, the parties filed numerous appeals, motions for reconsideration and petitions for review, certain of which remained outstanding for several years. While various of those appeals, motions and/or petitions were pending, The Hillshire Brands Company, on June 23, 2014, without admitting liability, filed a settlement motion requesting that the Supreme Court of the Philippines order dismissal with prejudice of all claims against it and its predecessors-in-interest in exchange for payments allocated by the court among the complainants in an amount not to exceed PHP 342,287,800 (approximately US $7.4 million). Based in part on its finding that the consideration to be paid to the complainants as part of such settlement was insufficient, the Supreme Court of the Philippines denied the respondents' motion for reconsideration and the settlement motion. The Supreme Court of the Philippines also set aside as premature the NLRC's December 2006 ruling, and the cases are now back before the NLRC, which will once again rule on the respondents' appeals regarding the arbitrator's 2006 ruling in favor of the complainants. In the meantime, the respondents reached a settlement with a group comprising approximately 18% of the class of 5,984 complainants, pursuant to which The Hillshire Brands Company would pay each settling complainant PHP 68,000 (approximately US $1,471) as long as the settlement is not challenged within sixty (60) days of approval. The settlement was approved by the NLRC on or around April 8, 2016, and we are now awaiting the NLRC's decision on the pending appeal with respect to all non-settling complainants.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

RESULTS OF OPERATIONS

Description of the Company
We are one of the world's largest food companies with leading brands such as Tyson®, Jimmy Dean®, Hillshire Farm®, Sara Lee®, Ball Park®, Wright®, Aidells® and State Fair®. We are a recognized market leader in chicken, beef and pork, as well as prepared foods, including bacon, breakfast sausage, turkey, lunchmeat, hot dogs, pizza crusts and toppings, tortillas and desserts. Some of the key factors influencing our business are customer demand for our products; the ability to maintain and grow relationships with customers and introduce new and innovative products to the marketplace; accessibility of international markets; market prices for our products; the cost and availability of live cattle and hogs, raw materials, and feed ingredients; and operating efficiencies of our facilities.

We operate in four reportable segments: Chicken, Beef, Pork and Prepared Foods. Following the sale of our Mexico and Brazil chicken production operations in fiscal 2015, we began reporting our international operation, which was previously reported as the International segment, in Other. Other now includes our foreign chicken production operations in China and India and third-party merger and integration costs. All periods presented have been reclassified to reflect this change. Chicken, Beef, Pork and Prepared Foods results were not impacted by this change.

Overview

- General – Our operating income grew 29% in the second quarter of fiscal 2016, which was led by record second quarter earnings in our Chicken and Pork segments and solid earnings in our Beef and Prepared Foods segments. Sales decreased 8% in the second quarter of fiscal 2016 primarily due to declining beef, pork and chicken prices, in addition to the sale of our Mexico chicken production operation in fiscal 2015. Sales volume increased 2.1% in the second quarter of fiscal 2016 when excluding the impact of the sale of our Mexico chicken production operation. We continued to execute our strategy of accelerating growth in domestic value-added chicken sales, prepared food sales, innovating products, services and customer insights and cultivating our talent development to support Tyson's growth for the future.
- Integration – We continue to maintain focus on the integration of The Hillshire Brands Company ("Hillshire Brands") and synergy capture. As we execute our Prepared Foods strategy, we estimate the impact of the Hillshire Brands synergies, along with the profit improvement plan related to our legacy Prepared Foods business, will have a positive impact of more than $500 million in fiscal 2016 and more than $700 million in fiscal 2017. The majority of these benefits are expected to be realized in the Prepared Foods segment. We will invest a portion of the synergies in innovation, new product launches and strengthening our brands. In the second quarter of fiscal 2016, we captured an incremental $67 million of synergies above the $77 million realized in the second quarter of fiscal 2015, for a total of $144 million of synergies and profit improvement initiatives. For the first six months of fiscal 2016, we captured $128 million of incremental synergies above the $137 million captured for the first six months of fiscal 2015, for a total of $265 million of synergies realized in fiscal 2016.
- Market Environment – Domestic protein production (chicken, beef, pork, and turkey) increased approximately 3% in the second quarter of fiscal 2016 over the same period in fiscal 2015, and we expect it to be up 2-3% for the full fiscal year. Export markets continue to be challenged, but we expect moderate growth in fiscal 2016. As a result, increased domestic availability could pressure protein pricing. Our Chicken segment delivered record second quarter results driven by favorable demand for our products, improved operational execution and lower feed costs. The Beef segment earnings improved as it experienced higher domestic availability of fed cattle supplies, which drove down livestock costs. The Pork segment's operating margin was above its normalized range as domestic market conditions were favorable with increased live hog supplies which drove down livestock costs, as well as strong demand for our pork products. Our Prepared Foods segment delivered strong operating income as we continued to realize synergies and lower input costs.
- Margins – Our total operating margin was 7.7% in the second quarter of fiscal 2016 . Operating margins by segment were as follows:
  - Chicken – 12.7%
  - Beef – 1.3%
  - Pork – 11.8%
  - Prepared Foods – 10.9%
- Liquidity – We generated $1.1 billion of operating cash flows for the first six months of fiscal 2016 . At April 2, 2016 , we had approximately $1.2 billion of liquidity, which includes availability under our revolving credit facility and $254 million of cash and cash equivalents.

in millions, except per share data	Three Months Ended		Six Months Ended	
	April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Net income attributable to Tyson	$ 432	$ 310	$ 893	$ 619
Net income attributable to Tyson – per diluted share	1.10	0.75	2.25	1.49

Second quarter and Six months – Fiscal 2016 – Net income attributable to Tyson included the following item:

- $12 million, or ($0.03) per diluted share, related to recognition of previously unrecognized tax benefits.

Second quarter – Fiscal 2015 – Net income attributable to Tyson included the following items:

- $8 million, or ($0.02) per diluted share, of net insurance proceeds (net of costs) related to a legacy Hillshire Brands plant fire.
- $14 million, or $0.02 per diluted share, related to the Hillshire Brands merger and integration costs.

Six months – Fiscal 2015 – Net income attributable to Tyson included the following items:

- $28 million, or $0.04 per diluted share, of net costs (net of insurance proceeds) related to a legacy Hillshire Brands plant fire.
- $33 million, or $0.05 per diluted share, related to the Hillshire Brands merger and integration costs.
- $26 million, or ($0.06) per diluted share, related to recognition of previously unrecognized tax benefits.

Summary of Results

Sales

in millions	Three Months Ended		Six Months Ended	
	April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Sales	$ 9,170	$ 9,979	$ 18,322	$ 20,796
Change in sales volume	(0.9)%		(4.0)%	
Change in average sales price	(7.3)%		(8.2)%	
Sales growth	(8.1)%		(11.9)%	

Second quarter – Fiscal 2016 vs Fiscal 2015

- **Sales Volume** – Sales were negatively impacted by lower sales volume, which accounted for a decrease of $89 million primarily due to the sale of our Mexico chicken production operation in fiscal 2015. Excluding this impact, total company sales volume increased 2.1%. The Chicken, Beef and Pork segments each had an increase in sales volume, while sales volume was flat in the Prepared Foods segment.
- **Average Sales Price** – Sales were negatively impacted by lower average sales prices, which accounted for a decrease of $720 million. Each segment had a decrease in average sales price largely due to decreased pricing associated with lower beef, pork and chicken prices.

Six months – Fiscal 2016 vs Fiscal 2015

- **Sales Volume** – Sales were negatively impacted by lower sales volume, which accounted for a decrease of $838 million due to the sale of our Brazil and Mexico chicken production operations in fiscal 2015 along with the divestiture of our Heinold Hog Markets business in the first quarter of fiscal 2015. Excluding these impacts, total company sales volume increased 0.4%.
- **Average Sales Price** – Sales were negatively impacted by lower average sales prices, which accounted for a decrease of $1,636 million. Each segment had a decrease in average sales price largely due to decreased pricing associated with lower beef, pork and chicken prices.

Cost of Sales

in millions	Three Months Ended		Six Months Ended	
	April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Cost of sales	$ 7,987	$ 8,990	$ 15,938	$ 18,851
Gross profit	$ 1,183	$ 989	$ 2,384	$ 1,945
Cost of sales as a percentage of sales	87.1%	90.1%	87.0%	90.6%

Second quarter – Fiscal 2016 vs Fiscal 2015

- Cost of sales decreased $1.0 billion. Lower input cost per pound decreased cost of sales $922 million and lower sales volume decreased cost of sales $81 million.
  - The $922 million impact of lower input cost per pound was primarily driven by:
    - Decrease in live cattle costs of approximately $600 million in our Beef segment.
    - Decrease in live hog costs of approximately $100 million in our Pork segment.
    - Decrease in raw material and other input costs of approximately $95 million in our Prepared Foods segment.
    - Decrease in feed costs of approximately $80 million in our Chicken segment.
  - The $81 million impact of lower sales volume was primarily due to the sale of our Mexico chicken production operation in fiscal 2015.

Six months – Fiscal 2016 vs Fiscal 2015

- Cost of sales decreased $2.9 billion. Lower input cost per pound decreased cost of sales $2.1 billion and lower sales volume decreased cost of sales $760 million.
  - The $2.1 billion impact of lower input cost per pound was primarily driven by:
    - Decrease in live cattle cost of approximately $1.3 billion in our Beef segment.
    - Decrease in live hog costs of approximately $340 million in our Pork segment.
    - Decrease in raw material and other input costs of approximately $220 million in our Prepared Foods segment.
    - Decrease in feed costs of approximately $140 million in our Chicken segment.
    - Increase due to net unrealized losses of $11 million in the first six months of fiscal 2016, compared to net unrealized gains of $61 million in the first six months of fiscal 2015, primarily due to our Chicken, Beef and Pork segment commodity risk management activities.
  - The $760 million impact of lower sales volume was due to the sale of our Brazil and Mexico chicken production operations in fiscal 2015.

Selling, General and Administrative

in millions	Three Months Ended		Six Months Ended	
	April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Selling, general and administrative expense	$ 479	$ 442	$ 904	$ 889
As a percentage of sales	5.2%	4.4%	4.9%	4.3%

Second quarter – Fiscal 2016 vs Fiscal 2015

- Increase of $25 million of employee costs including payroll and stock-based compensation.
- Increase of $19 million related to planned advertising and sales promotions to drive growth.
- Decrease of $7 million related to fiscal 2015 sale of our chicken production operations in Mexico.

Six months – Fiscal 2016 vs Fiscal 2015

- Increase of $40 million of employee costs including payroll and stock-based compensation.
- Increase of $35 million related to planned advertising and sales promotions to drive growth.
- Decrease of $20 million in all other primarily related to professional fees and commissions.
- Decrease of $18 million related to fiscal 2015 sale of our chicken production operations in Brazil and Mexico.
- Decrease of $15 million of merger and integration costs.
- Decrease of $7 million due to a reduction in expense related to our intangible assets.

Interest Expense

in millions	Three Months Ended		Six Months Ended	
	April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Cash interest expense	$ 64	$ 72	$ 131	$ 147
Non-cash interest expense	—	(1)	—	1
Total interest expense	$ 64	$ 71	$ 131	$ 148

Second quarter and six months – Fiscal 2016 vs Fiscal 2015

- Cash interest expense primarily included interest expense related to the coupon rates for senior notes and term loans and commitment/letter of credit fees incurred on our revolving credit facilities. The decrease in cash interest expense in the second quarter and first six months of fiscal 2016 was primarily due to a reduction of our debt.
- Non-cash interest expense primarily included amounts related to the amortization of debt issuance costs and discounts/premiums on note issuances, offset by interest capitalized.

Other (Income) Expense, net

in millions	Three Months Ended		Six Months Ended	
	April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Total other (income) expense, net	$ (3)	$ (6)	$ (4)	$ (7)

Six months – Fiscal 2016

- Included $5 million of equity earnings in joint ventures and $1 million in net foreign currency exchange losses.

Six months – Fiscal 2015

- Included $3 million of equity earnings in joint ventures and $1 million in net foreign currency exchange gains.

Effective Tax Rate

	Three Months Ended		Six Months Ended	
	April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
	32.7%	35.6%	34.0%	32.4%

Second quarter and six months – Fiscal 2016 – The effective tax rate was impacted by:

- state income taxes;
- the domestic production deduction; and
- decrease in tax reserves due to the expiration of statutes of limitations.

Second quarter and six months – Fiscal 2015 – The effective tax rate was impacted by:

- state income taxes;
- the domestic production deduction;
- losses in foreign jurisdictions for which no benefit is recognized; and
- decrease in tax reserves due to the expiration of statutes of limitations and settlements with taxing authorities.

Segment Results

We operate in four segments: Chicken, Beef, Pork, and Prepared Foods. The following table is a summary of sales and operating income (loss), which is how we measure segment income.

in millions	Sales			
	Three Months Ended		Six Months Ended	
	April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Chicken	$ 2,737	$ 2,829	$ 5,373	$ 5,609
Beef	3,639	4,130	7,253	8,521
Pork	1,190	1,204	2,403	2,744
Prepared Foods	1,804	1,871	3,700	4,004
Other	86	222	185	527
Intersegment sales	(286)	(277)	(592)	(609)
Total	$ 9,170	$ 9,979	$ 18,322	$ 20,796

in millions	Operating Income (Loss)			
	Three Months Ended		Six Months Ended	
	April 2, 2016	March 28, 2015	April 2, 2016	March 28, 2015
Chicken	$ 347	$ 332	$ 705	$ 683
Beef	46	(20)	117	(26)
Pork	140	99	298	221
Prepared Foods	197	160	404	231
Other	(26)	(24)	(44)	(53)
Total	$ 704	$ 547	$ 1,480	$ 1,056

Second quarter – Fiscal 2015 – Operating income included the following items:

- Operating income was increased by $3 million in the Prepared Foods segment due to $8 million of net insurance proceeds related to a legacy Hillshire Brands plant fire, offset by $5 million of merger and integration costs.
- Operating income was reduced by $9 million in Other for third-party merger and integration costs.

Six months – Fiscal 2015 – Operating income included the following items:

- Operating income was reduced by $37 million in the Prepared Foods segment due to $28 million of costs (net of insurance proceeds) related to a legacy Hillshire Brands plant fire and $9 million of merger and integration costs.
- Operating income was reduced by $24 million in Other for third-party merger and integration costs.

Chicken Segment Results

in millions	Three Months Ended			Six Months Ended		
	April 2, 2016	March 28, 2015	Change	April 2, 2016	March 28, 2015	Change
Sales	$ 2,737	$ 2,829	$ (92)	$ 5,373	$ 5,609	$ (236)
Sales volume change			1.7 %			— %
Average sales price change			(4.9)%			(4.2)%
Operating income	$ 347	$ 332	$ 15	$ 705	$ 683	$ 22
Operating margin	12.7%	11.7%		13.1%	12.2%	

Second quarter and six months – Fiscal 2016 vs Fiscal 2015

- **Sales Volume** – Sales volume increased in the second quarter of fiscal 2016 as a result of stronger demand for our chicken products. For the first six months of fiscal 2016, sales volume was flat as demand for our chicken products was offset by optimizing mix and our buy versus grow strategy.
- **Average Sales Price** – Average sales price decreased as feed ingredient costs declined, partially offset by mix changes.
- **Operating Income** – Operating income increased due to improved operational execution and lower feed ingredient costs. Feed costs decreased $80 million and $140 million during the second quarter and first six months of fiscal 2016, respectively.

Beef Segment Results

in millions	Three Months Ended			Six Months Ended		
	April 2, 2016	March 28, 2015	Change	April 2, 2016	March 28, 2015	Change
Sales	$ 3,639	$ 4,130	$ (491)	$ 7,253	$ 8,521	$ (1,268)
Sales volume change			2.8 %			0.3 %
Average sales price change			(14.2)%			(15.2)%
Operating income	$ 46	$ (20)	$ 66	$ 117	$ (26)	$ 143
Operating margin	1.3%	(0.5)%		1.6%	(0.3)%	

Second quarter and six months – Fiscal 2016 vs Fiscal 2015

- **Sales Volume** – Sales volume increased in the second quarter of fiscal 2016 due to an increase in live cattle processed as a result of higher fed cattle supplies. Sales volume increased for the six months of fiscal 2016 due to better demand for beef products despite a reduction in live cattle processed primarily due to the closure of our Denison, Iowa, facility in the fourth quarter of fiscal 2015.
- **Average Sales Price** – Average sales price decreased due to higher domestic availability of fed cattle supplies, which drove down livestock costs.
- **Operating Income** – Operating income increased due to more favorable market conditions associated with an increase in supply which drove down fed cattle costs.

Pork Segment Results

in millions	Three Months Ended			Six Months Ended		
	April 2, 2016	March 28, 2015	Change	April 2, 2016	March 28, 2015	Change
Sales	$ 1,190	$ 1,204	$ (14)	$ 2,403	$ 2,744	$ (341)
Sales volume change			3.1 %			(0.7)%
Average sales price change			(4.1)%			(11.8)%
Operating income	$ 140	$ 99	$ 41	$ 298	$ 221	$ 77
Operating margin	11.8%	8.2%		12.4%	8.1%	

Second quarter and six months – Fiscal 2016 vs Fiscal 2015

- **Sales Volume** – Sales volume increased in the second quarter of fiscal 2016 driven by better demand for our pork products. Sales volume decreased for the six months of fiscal 2016 due to the divestiture of our Heinold Hog Markets business in the first quarter of fiscal 2015. Excluding the impact of the divestiture, our sales volume grew 3.1% driven by better demand for pork products.
- **Average Sales Price** – Live hog supplies increased, which drove down livestock cost and average sales price.
- **Operating Income** – Operating income increased as we maximized our revenues relative to live hog markets and due to better plant utilization associated with higher volumes.

Prepared Foods Segment Results

in millions	Three Months Ended			Six Months Ended		
	April 2, 2016	March 28, 2015	Change	April 2, 2016	March 28, 2015	Change
Sales	$ 1,804	$ 1,871	$ (67)	$ 3,700	$ 4,004	$ (304)
Sales volume change			(0.3)%			(4.0)%
Average sales price change			(3.3)%			(3.8)%
Operating income	$ 197	$ 160	$ 37	$ 404	$ 231	$ 173
Operating margin	10.9%	8.6%		10.9%	5.8%	

Second quarter and six months – Fiscal 2016 vs Fiscal 2015

- **Sales Volume** – Sales volume was relatively flat for the second quarter of fiscal 2016 but decreased for the first six months of fiscal 2016 due to a change in sales mix in addition to the carryover effect of the 2015 turkey avian influenza occurrence into the first half of fiscal 2016.
- **Average Sales Price** – Average sales price decreased primarily due to a decline in input costs, partially offset by a change in product mix.
- **Operating Income** – Operating income improved due to mix changes as well as lower input costs of approximately $95 million and $220 million for the second quarter and first six months of fiscal 2016, respectively. Additionally, Prepared Foods operating income was positively impacted by $111 million in synergies, of which $41 million was incremental synergies in the second quarter of fiscal 2016 above the $70 million of synergies realized in the second quarter of fiscal 2015. For the first six months of fiscal 2016, Prepared Foods was positively impacted by $206 million in synergies, of which $81 million was incremental synergies in fiscal 2016 above the $125 million of synergies realized in the first six months of fiscal 2015. The positive impact of these synergies to operating income were partially offset with heavy investments in innovation, new product launches and the strengthening of our brands.

Other Results

in millions	Three Months Ended			Six Months Ended		
	April 2, 2016	March 28, 2015	Change	April 2, 2016	March 28, 2015	Change
Sales	$ 86	$ 222	$ (136)	$ 185	$ 527	$ (342)
Operating loss	$ (26)	$ (24)	$ (2)	$ (44)	$ (53)	$ 9

Second quarter and six months – Fiscal 2016 vs Fiscal 2015

- **Sales** – Sales decreased in the second quarter of fiscal 2016 due to the sale of our Mexico chicken production operation in fiscal 2015 and decreased for the first six months of fiscal 2016 due to the sale of our Brazil and Mexico chicken production operations in fiscal 2015.
- **Operating Loss** – Operating loss increased in the second quarter of fiscal 2016 due to the sale of our Mexico chicken production operation in fiscal 2015, partially offset by improved performance in our China operation. Operating loss improved for the first six months of fiscal 2016 due to better performance at our China operation and reduced third-party merger and integration costs, partially offset by the sale of our Mexico chicken production operation.

LIQUIDITY AND CAPITAL RESOURCES

Our cash needs for working capital, capital expenditures, growth opportunities, the repurchases of senior notes, repayment of term loans and share repurchases are expected to be met with current cash on hand, cash flows provided by operating activities, or short-term borrowings. Based on our current expectations, we believe our liquidity and capital resources will be sufficient to operate our business. However, we may take advantage of opportunities to generate additional liquidity or refinance existing debt through capital market transactions. The amount, nature and timing of any capital market transactions will depend on our operating performance and other circumstances; our then-current commitments and obligations; the amount, nature and timing of our capital requirements; any limitations imposed by our current credit arrangements; and overall market conditions.

Cash Flows from Operating Activities

in millions	Six Months Ended	
	April 2, 2016	March 28, 2015
Net income	$ 895	$ 621
Non-cash items in net income:		
Depreciation and amortization	348	347
Deferred income taxes	85	12
Other, net	18	36
Net changes in operating assets and liabilities	(241)	(208)
Net cash provided by operating activities	$ 1,105	$ 808

- Cash flows associated with net changes in operating assets and liabilities for the six months ended:
  - **April 2, 2016 –** Decreased primarily due to lower accounts payable and increased inventory, partially offset by a decrease in accounts receivable. The decrease in accounts receivable and accounts payable is largely due to decreased raw material costs and timing of sales and payments. The increase in inventory is primarily due to seasonality and planned inventory builds.
  - **March 28, 2015 –** Decreased primarily due to lower accounts payable and accrued salaries, wages and benefits, partially offset by a decrease in accounts receivable. The change in accounts payable, accrued salaries, wages and benefits, and accounts receivable are primarily due to timing of payments and sales.

Cash Flows from Investing Activities

in millions	Six Months Ended	
	April 2, 2016	March 28, 2015
Additions to property, plant and equipment	$ (355)	$ (435)
(Purchases of)/Proceeds from marketable securities, net	1	(2)
Proceeds from sale of businesses	—	142
Other, net	2	4
Net cash used for investing activities	$ (352)	$ (291)

- Additions to property, plant and equipment include acquiring new equipment and upgrading our facilities to maintain competitive standing and position us for future opportunities.
  - Capital spending for fiscal 2016 is expected to be approximately $850 million, and will include spending on our operations for production and labor efficiencies, yield improvements and sales channel flexibility.
- Proceeds from sale of businesses primarily include proceeds, net of cash transferred, from the sale of the Brazil operation in the first quarter of fiscal 2015.

Cash Flows from Financing Activities

in millions	Six Months Ended	
	April 2, 2016	March 28, 2015
Payments on debt	$ (673)	$ (715)
Borrowings on revolving credit facility	300	1,080
Payments on revolving credit facility	—	(905)
Purchases of Tyson Class A common stock	(826)	(150)
Dividends	(108)	(75)
Stock options exercised	78	34
Other, net	40	10
Net cash used for financing activities	$ (1,189)	$ (721)

- During the first six months of fiscal 2016, we repaid the outstanding $638 million principal balance on our 2016 Notes. Additionally, we had borrowings on our revolver, which for the second quarter of fiscal 2016 totaled $300 million. We utilized our revolving credit facility to balance our cash position with the retirement of the 2016 Notes and changes in working capital.
- During the first six months of fiscal 2015, we retired the 5-year tranche A term loan facility for $353 million and paid down the 3-year tranche A term loan facility by $330 million. Additionally, we had borrowings and payments on our revolver, which for the second quarter of fiscal 2015 totaled net proceeds from borrowings of $175 million. We utilized our revolving credit facility to balance our cash position with term loan deleveraging and changes in working capital.
- Purchases of Tyson Class A stock included:
  - $778 million and $131 million of shares repurchased pursuant to our share repurchase program during the six months ended April 2, 2016 , and March 28, 2015 , respectively.
  - $48 million and $19 million of shares repurchased to fund certain obligations under our equity compensation programs during the six months ended April 2, 2016 , and March 28, 2015 , respectively.
- We expect to continue repurchasing shares under our share repurchase program. As of April 2, 2016 , 56.2 million shares remain authorized for repurchases. The timing and extent to which we repurchase shares will depend upon, among other things, our working capital needs, markets, industry conditions, liquidity targets, limitations under our debt obligations and regulatory requirements.
  - Subsequent to April 2, 2016, through May 6, 2016, we have repurchased $232 million, or approximately 3.5 million shares, of our common stock under our share repurchase program.
- Dividends paid during the first six months of fiscal 2016 included a 50% increase to our fiscal 2015 quarterly dividend rate.

Liquidity

in millions

	Commitments Expiration Date	Facility Amount	Outstanding Letters of Credit (no draw downs)	Amount Borrowed	Amount Available
Cash and cash equivalents					$ 254
Short-term investments					3
Revolving credit facility	September 2019	$ 1,250	$ 7	$ 300	943
Total liquidity					$ 1,200

- The revolving credit facility supports our short-term funding needs and letters of credit. The letters of credit issued under this facility are primarily in support of leasing obligations and workers' compensation insurance programs. Our maximum borrowing under the revolving credit facility during the first six months of fiscal 2016 was $300 million.
- On May 5, 2016, we amended our existing 3-year tranche B term loan agreement which extends the maturity of the loan from April 2018 to April 2019.
- We expect net interest expense will approximate $245 million for fiscal 2016.

- At April 2, 2016 , approximately $180 million of our cash was held in the international accounts of our foreign subsidiaries. Generally, we do not rely on the foreign cash as a source of funds to support our ongoing domestic liquidity needs. Rather, we manage our worldwide cash requirements by reviewing available funds among our foreign subsidiaries and the cost effectiveness with which those funds can be accessed. The repatriation of cash balances from certain of our foreign subsidiaries could have adverse tax consequences or be subject to regulatory capital requirements; however, those balances are generally available without legal restrictions to fund ordinary business operations. United States income taxes, net of applicable foreign tax credits, have not been provided on undistributed earnings of foreign subsidiaries. Our intention is to reinvest the cash held by foreign subsidiaries permanently or to repatriate the cash only when it is tax efficient to do so.
- Our current ratio was 1.89 to 1 and 1.52 to 1 at April 2, 2016 , and October 3, 2015 , respectively.

Capital Resources

Credit Facility

Cash flows from operating activities and cash on hand are our primary sources of liquidity for funding debt service, capital expenditures, dividends and share repurchases. We also have a revolving credit facility, with a committed capacity of $1.25 billion, to provide additional liquidity for working capital needs, letters of credit and a source of financing for growth opportunities.

As of April 2, 2016 , we had $300 million borrowed and $7 million of outstanding letters of credit issued under this facility, none of which were drawn upon, which left $943 million available for borrowing. Our revolving credit facility is funded by a syndicate of 42 banks, with commitments ranging from $0.3 million to $85 million per bank. The syndicate includes bank holding companies that are required to be adequately capitalized under federal bank regulatory agency requirements.

Capitalization

To monitor our credit ratings and our capacity for long-term financing, we consider various qualitative and quantitative factors. We monitor the ratio of our net debt to EBITDA as support for our long-term financing decisions. At April 2, 2016 , and October 3, 2015 , the ratio of our net debt to EBITDA was 1.8x and 2.1x, respectively. Refer to Part I, Item 3, EBITDA Reconciliations, for an explanation and reconciliation to comparable GAAP measures. The decrease in this ratio at April 2, 2016 , was mainly due to increased EBITDA during the first six months of fiscal 2016.

Credit Ratings

Revolving Credit Facility

Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business (S&P), credit rating for Tyson Foods, Inc.'s senior unsecured long-term debt is "BBB." Moody’s Investor Service, Inc. (Moody's) senior unsecured, long-term debt rating for Tyson Foods, Inc. is "Baa3." Fitch Ratings, a wholly owned subsidiary of Fimalac, S.A. (Fitch), senior unsecured long-term debt rating for Tyson Foods, Inc. is "BBB." The below table outlines the fees paid on the unused portion of the facility (Facility Fee Rate) and letter of credit fees (Undrawn Letter of Credit Fee and Borrowing Spread) depending on the rating levels of Tyson Foods, Inc. from S&P, Moody's and Fitch.

Ratings Level (S&P/Moody's/Fitch)	Facility Fee Rate	Undrawn Letter of Credit Fee and Borrowing Spread
A-/A3/A- or above	0.100%	1.000%
BBB+/Baa1/BBB+	0.125%	1.125%
BBB/Baa2/BBB (current level)	0.150%	1.250%
BBB-/Baa3/BBB-	0.200%	1.500%
BB+/Ba1/BB+ or lower	0.250%	1.750%

In the event the rating levels are split, the applicable fees and spread will be based upon the rating level in effect for two of the rating agencies, or, if all three rating agencies have different rating levels, the applicable fees and spread will be based upon the rating level that is between the rating levels of the other two rating agencies.

Debt Covenants

Our revolving credit and term loan facilities contain affirmative and negative covenants that, among other things, may limit or restrict our ability to: create liens and encumbrances; incur debt; merge, dissolve, liquidate or consolidate; make acquisitions and investments; dispose of or transfer assets; change the nature of our business; engage in certain transactions with affiliates; and enter into hedging transactions, in each case, subject to certain qualifications and exceptions. In addition, we are required to maintain minimum interest expense coverage and maximum debt-to-capitalization ratios.

Our senior notes also contain affirmative and negative covenants that, among other things, may limit or restrict our ability to: create liens; engage in certain sale/leaseback transactions; and engage in certain consolidations, mergers and sales of assets.

We were in compliance with all debt covenants at April 2, 2016 .

RECENTLY ADOPTED/ISSUED ACCOUNTING PRONOUNCEMENTS

Refer to the discussion of recently adopted/issued accounting pronouncements under Part I, Item 1, Notes to Consolidated Condensed Financial Statements, Note 1: Accounting Policies.

CRITICAL ACCOUNTING ESTIMATES

We consider accounting policies related to: contingent liabilities; marketing and advertising costs; accrued self-insurance; defined benefit pension plans; impairment of long-lived assets and definite life intangibles; impairment of goodwill and indefinite life intangible assets; and income taxes to be critical accounting estimates. These policies are summarized in Management's Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10-K for the year ended October 3, 2015 .

CAUTIONARY STATEMENTS RELEVANT TO FORWARD-LOOKING INFORMATION FOR THE PURPOSE OF "SAFE HARBOR" PROVISIONS OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995

Certain information in this report constitutes forward-looking statements. Such forward-looking statements include, but are not limited to, current views and estimates of our outlook for fiscal 2016 , other future economic circumstances, industry conditions in domestic and international markets, our performance and financial results (e.g., debt levels, return on invested capital, value-added product growth, capital expenditures, tax rates, access to foreign markets and dividend policy). These forward-looking statements are subject to a number of factors and uncertainties that could cause our actual results and experiences to differ materially from anticipated results and expectations expressed in such forward-looking statements. We wish to caution readers not to place undue reliance on any forward-looking statements, which speak only as of the date made. We undertake no obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

Among the factors that may cause actual results and experiences to differ from anticipated results and expectations expressed in such forward-looking statements are the following: (i) the effect of, or changes in, general economic conditions; (ii) fluctuations in the cost and availability of inputs and raw materials, such as live cattle, live swine, feed grains (including corn and soybean meal) and energy; (iii) market conditions for finished products, including competition from other global and domestic food processors, supply and pricing of competing products and alternative proteins and demand for alternative proteins; (iv) successful rationalization of existing facilities and operating efficiencies of the facilities; (v) risks associated with our commodity purchasing activities; (vi) access to foreign markets together with foreign economic conditions, including currency fluctuations, import/export restrictions and foreign politics; (vii) outbreak of a livestock disease (such as avian influenza (AI) or bovine spongiform encephalopathy (BSE)), which could have an adverse effect on livestock we own, the availability of livestock we purchase, consumer perception of certain protein products or our ability to access certain domestic and foreign markets; (viii) changes in availability and relative costs of labor and contract growers and our ability to maintain good relationships with employees, labor unions, contract growers and independent producers providing us livestock; (ix) issues related to food safety, including costs resulting from product recalls, regulatory compliance and any related claims or litigation; (x) changes in consumer preference and diets and our ability to identify and react to consumer trends; (xi) significant marketing plan changes by large customers or loss of one or more large customers; (xii) adverse results from litigation; (xiii) impacts on our operations caused by factors and forces beyond our control, such as natural disasters, fire, bioterrorism, pandemic or extreme weather; (xiv) risks associated with leverage, including cost increases due to rising interest rates or changes in debt ratings or outlook; (xv) compliance with and changes to regulations and laws (both domestic and foreign), including changes in accounting standards, tax laws, environmental laws, agricultural laws and occupational, health and safety laws; (xvi) our ability to make effective acquisitions or joint ventures and successfully integrate newly acquired businesses into existing operations; (xvii) failures or security breaches of our information technology systems; (xviii) effectiveness of advertising and marketing programs; and (xix) those factors listed under Item 1A. "Risk Factors" included in our Annual Report filed on Form 10-K for the year ended October 3, 2015 .

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Market risk relating to our operations results primarily from changes in commodity prices, interest rates and foreign exchange rates, as well as credit risk concentrations. To address certain of these risks, we enter into various derivative transactions as described below. If a derivative instrument is accounted for as a hedge, depending on the nature of the hedge, changes in the fair value of the instrument either will be offset against the change in fair value of the hedged assets, liabilities or firm commitments through earnings, or be recognized in other comprehensive income (loss) until the hedged item is recognized in earnings. The ineffective portion of an instrument's change in fair value is recognized immediately. Additionally, we hold certain positions, primarily in grain and livestock futures that either do not meet the criteria for hedge accounting or are not designated as hedges. With the exception of normal purchases and normal sales that are expected to result in physical delivery, we record these positions at fair value, and the unrealized gains and losses are reported in earnings at each reporting date. Changes in market value of derivatives used in our risk management activities relating to forward sales contracts are recorded in sales. Changes in market value of derivatives used in our risk management activities surrounding inventories on hand or anticipated purchases of inventories are recorded in cost of sales.

The sensitivity analyses presented below are the measures of potential losses of fair value resulting from hypothetical changes in market prices related to commodities. Sensitivity analyses do not consider the actions we may take to mitigate our exposure to changes, nor do they consider the effects such hypothetical adverse changes may have on overall economic activity. Actual changes in market prices may differ from hypothetical changes.

Commodities Risk: We purchase certain commodities, such as grains and livestock in the course of normal operations. As part of our commodity risk management activities, we use derivative financial instruments, primarily futures and options, to reduce the effect of changing prices and as a mechanism to procure the underlying commodity. However, as the commodities underlying our derivative financial instruments can experience significant price fluctuations, any requirement to mark-to-market the positions that have not been designated or do not qualify as hedges could result in volatility in our results of operations. Contract terms of a hedge instrument closely mirror those of the hedged item providing a high degree of risk reduction and correlation. Contracts designated and highly effective at meeting this risk reduction and correlation criteria are recorded using hedge accounting. The following table presents a sensitivity analysis resulting from a hypothetical change of 10% in market prices as of April 2, 2016 , and October 3, 2015 , on the fair value of open positions. The fair value of such positions is a summation of the fair values calculated for each commodity by valuing each net position at quoted futures prices. The market risk exposure analysis included hedge and non-hedge derivative financial instruments.

Effect of 10% change in fair value		in millions
	April 2, 2016	October 3, 2015
Livestock:		
Cattle	$ 23	$ 13
Hogs	17	12
Grain	27	3

Interest Rate Risk: At April 2, 2016 , we had variable rate debt of $1,357 million with a weighted average interest rate of 1.8% . A hypothetical 10% increase in interest rates effective at April 2, 2016 , and October 3, 2015 , would have a minimal effect on interest expense.

Additionally, changes in interest rates impact the fair value of our fixed-rate debt. At April 2, 2016 , we had fixed-rate debt of $4,992 million with a weighted average interest rate of 4.1% . Market risk for fixed-rate debt is estimated as the potential increase in fair value, resulting from a hypothetical 10% decrease in interest rates. A hypothetical 10% decrease in interest rates would have increased the fair value of our fixed-rate debt by approximately $ 78 million at April 2, 2016 , and $87 million at October 3, 2015 . The fair values of our debt were estimated based on quoted market prices and/or published interest rates.

We have interest rate risk associated with our pension and post-retirement benefit obligations. Changes in interest rates impact the liabilities associated with these benefit plans as well as the amount of income or expense recognized for these plans. Declines in the value of the plan assets could diminish the funded status of the pension plans and potentially increase the requirements to make cash contributions to these plans. See Part II, Item 8, Notes to Consolidated Financial Statements, Note 15: Pensions and Other Postretirement Benefits in the Annual Report on Form 10-K for the year ended October 3, 2015 , for additional information.

Foreign Currency Risk: We have foreign exchange exposure from fluctuations in foreign currency exchange rates primarily as a result of certain receivable and payable balances. The primary currencies we have exposure to are the Brazilian real, the British pound sterling, the Canadian dollar, the Chinese renminbi, the European euro, the Japanese yen and the Mexican peso. We periodically enter into foreign exchange forward and option contracts to hedge some portion of our foreign currency exposure. A hypothetical 10% change in foreign exchange rates effective at April 2, 2016 , and October 3, 2015 , related to the foreign exchange forward and option contracts would have a $3 million impact, on pretax income.

Concentration of Credit Risk: Refer to our market risk disclosures set forth in the 2015 Annual Report filed on Form 10-K for a detailed discussion of quantitative and qualitative disclosures about concentration of credit risks, as these risk disclosures have not changed significantly from the 2015 Annual Report.

EBITDA Reconciliations

A reconciliation of net income to EBITDA is as follows (in millions, except ratio data):

	Six Months Ended		Fiscal Year Ended	Twelve Months Ended
	April 2, 2016	March 28, 2015	October 3, 2015	April 2, 2016
Net income	$ 895	$ 621	$ 1,224	$ 1,498
Less: Interest income	(3)	(3)	(9)	(9)
Add: Interest expense	131	148	293	276
Add: Income tax expense	461	297	697	861
Add: Depreciation	305	296	609	618
Add: Amortization (a)	39	46	92	85
EBITDA	$ 1,828	$ 1,405	$ 2,906	$ 3,329
Total gross debt			$ 6,725	$ 6,349
Less: Cash and cash equivalents			(688)	(254)
Less: Short-term investments			(2)	(3)
Total net debt			$ 6,035	$ 6,092
Ratio Calculations:				
Gross debt/EBITDA			2.3x	1.9x
Net debt/EBITDA			2.1x	1.8x

(a) Excludes the amortization of debt discount expense of $4 million and $5 million for the six months ended April 2, 2016 , and March 28, 2015 , respectively, $10 million for the fiscal year ended October 3, 2015, and $9 million for the twelve months ended April 2, 2016 , as it is included in Interest expense.

EBITDA represents net income, net of interest, income tax and depreciation and amortization. Net debt to EBITDA represents the ratio of our debt, net of cash and short-term investments, to EBITDA. EBITDA and net debt to EBITDA are presented as supplemental financial measurements in the evaluation of our business. We believe the presentation of these financial measures helps investors to assess our operating performance from period to period, including our ability to generate earnings sufficient to service our debt, and enhances understanding of our financial performance and highlights operational trends. These measures are widely used by investors and rating agencies in the valuation, comparison, rating and investment recommendations of companies; however, the measurements of EBITDA and net debt to EBITDA may not be comparable to those of other companies, which limits their usefulness as comparative measures. EBITDA and net debt to EBITDA are not measures required by or calculated in accordance with generally accepted accounting principles (GAAP) and should not be considered as substitutes for net income or any other measure of financial performance reported in accordance with GAAP or as a measure of operating cash flow or liquidity. EBITDA is a useful tool for assessing, but is not a reliable indicator of, our ability to generate cash to service our debt obligations because certain of the items added to net income to determine EBITDA involve outlays of cash. As a result, actual cash available to service our debt obligations will be different from EBITDA. Investors should rely primarily on our GAAP results, and use non-GAAP financial measures only supplementally, in making investment decisions.

Item 4. Controls and Procedures

An evaluation was performed, under the supervision and with the participation of management, including the Chief Executive Officer (CEO) and the Chief Financial Officer (CFO), of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended). Based on that evaluation, management, including the CEO and CFO, has concluded that, as of April 2, 2016 , our disclosure controls and procedures were effective.

In the second quarter ended April 2, 2016 , there were no changes in the Company’s internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Refer to the description of certain legal proceedings pending against us under Part I, Item 1, Notes to Consolidated Condensed Financial Statements, Note 16: Commitments and Contingencies, which discussion is incorporated herein by reference. Listed below are certain additional legal proceedings involving the Company and/or its subsidiaries.

On April 23, 2015, the United States Environmental Protection Agency issued a Finding and Notice of Violation (the "NOV") to Tyson Foods, Inc. and our subsidiary, Southwest Products, LLC, alleging violations of the California Truck and Bus Regulation. The NOV alleges that certain diesel-powered trucks operated by us in California did not comply with California's emission requirements for in-use trucks and that we did not verify the compliance status of independent carriers hired to carry products in California. In January 2016, the Environmental Protection Agency proposed that we pay a civil penalty of $283,990 to resolve these allegations. We are cooperating with the Environmental Protection Agency and believe that we have defenses to the allegations of the NOV.

On June 17, 2014, the Missouri attorney general filed a civil lawsuit against us in the circuit court of Barry County, Missouri, concerning an incident that occurred in May 2014 in which some feed supplement was discharged from our plant in Monett, Missouri, to the City of Monett's wastewater treatment plant allegedly leading to a fish kill in a local stream and odor issues around the plant. That lawsuit alleges six violations stemming from the incident and seeks penalties against us, compensation for damage to the stream, and reimbursement for the State of Missouri's costs in investigating the matter. In January 2015, a consent judgment was entered that resolved the lawsuit. The judgment required payment of $540,000, which includes amounts for penalties, cost recovery and supplemental environmental projects. The United States Environmental Protection Agency has also indicated to us that it has begun a criminal investigation into the incident. If we become subject to criminal charges, we may be subject to a fine and other relief, as well as government contract suspension and debarment. We are cooperating with the Environmental Protection Agency but cannot predict the outcome of its investigation at this time. It is also possible that other regulatory agencies may commence investigations and allege additional violations.

On June 19, 2005, the Attorney General and the Secretary of the Environment of the State of Oklahoma filed a complaint in the United States District Court for the Northern District of Oklahoma against Tyson Foods, Inc., three subsidiaries and six other poultry integrators. The complaint, which was subsequently amended, asserts a number of state and federal causes of action including, but not limited to, counts under the Comprehensive Environmental Response, Compensation, and Liability Act, Resource Conservation and Recovery Act, and state-law public nuisance theories. Oklahoma alleges that the defendants and certain contract growers who were not joined in the lawsuit polluted the surface waters, groundwater and associated drinking water supplies of the Illinois River Watershed through the land application of poultry litter. Oklahoma's claims were narrowed through various rulings issued before and during trial and its claims for natural resource damages were dismissed by the district court in a ruling issued on July 22, 2009, which was subsequently affirmed on appeal by the Tenth Circuit Court of Appeals. A non-jury trial of the remaining claims including Oklahoma's request for injunctive relief began on September 24, 2009. Closing arguments were held on February 11, 2010. The district court has not yet rendered its decision from the trial.

Other Matters: As of October 3, 2015, we had approximately 113,000 employees and, at any time, have various employment practices matters outstanding. In the aggregate, these matters are significant to the Company, and we devote significant resources to managing employment issues. Additionally, we are subject to other lawsuits, investigations and claims (some of which involve substantial amounts) arising out of the conduct of our business. While the ultimate results of these matters cannot be determined, they are not expected to have a material adverse effect on our consolidated results of operations or financial position.

Item 1A. Risk Factors

There have been no material changes to the risk factors listed in Part I, "Item 1A. Risk Factors" in the Annual Report on Form 10-K for the year ended October 3, 2015 . These risk factors should be considered carefully with the information provided elsewhere in this report, which could materially adversely affect our business, financial condition or results of operations.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

The table below provides information regarding our purchases of Class A stock during the periods indicated.

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (1)
Jan. 3, 2016 to Jan. 30, 2016	4,361,038	$ 51.87	4,261,532	9,242,017
Jan. 31, 2016 to Mar. 5, 2016	1,882,709	62.87	1,725,800	57,516,217
Mar. 6, 2016 to Apr. 2, 2016	1,416,986	66.88	1,360,809	56,155,408
Total	7,660,733 (2)	$ 57.35	7,348,141 (3)	56,155,408

(1) On February 7, 2003, we announced our Board of Directors approved a program to repurchase up to 25 million shares of Class A common stock from time to time in open market or privately negotiated transactions. On May 3, 2012, our Board of Directors approved an increase of 35 million shares, on January 30, 2014, our Board of Directors approved an increase of 25 million shares and, on February 4, 2016, our Board of Directors approved an increase of 50 million shares, authorized for repurchase under our share repurchase program. The program has no fixed or scheduled termination date.

(2) We purchased 312,592 shares during the period that were not made pursuant to our previously announced stock repurchase program, but were purchased to fund certain Company obligations under our equity compensation plans. These transactions included 308,528 shares purchased in open market transactions and 4,064 shares withheld to cover required tax withholdings on the vesting of restricted stock.

(3) These shares were purchased during the period pursuant to our previously announced stock repurchase program.

Item 3. Defaults Upon Senior Securities

None

Item 4. Mine Safety Disclosures

Not Applicable

Item 5. Other Information

Amendment No. 1 to Term Loan Agreement

On May 5, 2016, we and Bank of America, N.A. entered into an amendment of an April 7, 2015 term loan agreement under which we borrowed a principal amount of $500 million. The amendment extended the maturity date of the borrowing from April 7, 2018, to April 7, 2019, and added a Eurocurrency borrowing rate floor of zero in the event we subsequently agree to include a Eurocurrency borrowing rate floor of zero in our $1.25 billion revolving credit agreement dated September 25, 2014. The foregoing description of the amendment is summary in nature and is qualified in its entirety by reference to the amendment itself, a copy of which is attached hereto as Exhibit 10.1, and incorporated herein by reference.

Grant of Non-Qualified Stock Options

The Compensation and Leadership Development Committee (Committee) of the Company's Board of Directors adopted a procedure in 2006 to grant non-qualified stock options on the fourth (4th) business day immediately following the date of our release of fiscal year-end earnings to the public, with such options to be granted at the closing price on the date of grant. At the April 28, 2016 meeting, the Committee approved resolutions stating earnings for fiscal 2016 are currently expected to be released November 21, 2016, and options shall be granted on the 4th business day after earnings are released, making the expected option grant date November 28, 2016. The resolutions further stated that if the earnings release date for fiscal 2016 is changed, the option grant date shall also be appropriately changed to fall on the 4th business day after the announcement of the earnings.

Item 6. Exhibits

The following exhibits are filed with this report.

Exhibit No.	Exhibit Description
10.1	Amendment No. 1 to Term Loan Agreement, dated as of May 5, 2016, by and between the Company and Bank of America, N.A as lender.
10.2	Employment Agreement, dated April 25, 2016, by and between the Company and Monica McGurk.
12.1	Ratio of Earnings to Fixed Charges
31.1	Certification of Chief Executive Officer pursuant to SEC Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to SEC Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following financial information from our Quarterly Report on Form 10-Q for the quarter ended April, 2, 2016, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Condensed Statements of Income, (ii) Consolidated Condensed Statements of Comprehensive Income, (iii) Consolidated Condensed Balance Sheets, (iv) Consolidated Condensed Statements of Cash Flows, and (v) the Notes to Consolidated Condensed Financial Statements.

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.

TYSON FOODS, INC.

Date: May 9, 2016	/s/ Dennis Leatherby
	Dennis Leatherby
	Executive Vice President and Chief Financial Officer
Date: May 9, 2016	/s/ Curt T. Calaway
	Curt T. Calaway
	Senior Vice President, Controller and Chief Accounting Officer

EXHIBIT INDEX

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Ex. 10.1

EXECUTION VERSION

AMENDMENT NO. 1 TO TERM LOAN AGREEMENT

This AMENDMENT NO. 1 TO TERM LOAN AGREEMENT (this " Amendment "), dated as of May 5, 2016 is made by and between TYSON FOODS, INC., a Delaware corporation (the " Borrower ") and BANK OF AMERICA, N.A. (the " Lender "). Capitalized terms used but not otherwise defined herein have the respective meanings ascribed to them in the Loan Agreement as defined below.

W I T N E S S E T H:

WHEREAS, the Borrower and the Lender have entered into that certain Term Loan Agreement dated as of April 7, 2015 (as hereby amended and as from time to time hereafter further amended, modified, supplemented, restated, or amended and restated, the "Loan Agreement"), pursuant to which the Lender has made available to the Borrower a term loan;

WHEREAS, the Borrower has advised the Lender that it desires to amend certain provisions of the Loan Agreement, and the Lender is willing to effect such amendments on the terms and conditions contained in this Amendment;

NOW, THEREFORE, in consideration of the premises and further valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Loan Agreement . Subject to the terms and conditions set forth herein, the Loan Agreement is hereby amended as follows:

(a) In the event that the Credit Agreement dated as of September 25, 2014, among the Borrower, the subsidiary borrowers party thereto, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent ("the JPM Credit Agreement "), is amended, restated, supplemented or otherwise modified to add a Eurocurrency Rate (as such term is defined in the JPM Credit Agreement) floor of zero, Section 1.01 of the Loan Agreement is hereby simultaneously amended by adding the following at the end of the definition of "Eurocurrency Rate":

"In the event that the Eurocurrency Rate is less than zero, the Eurocurrency Rate shall be deemed to be zero."

(b) Section 1.01 of the Loan Agreement is hereby amended by amending the definition of "Maturity Date" in its entirety as follows:

"" Maturity Date " means, as applicable, the earlier of (i) April 7, 2019 and (ii) the date of acceleration of the Loans pursuant to Article VII hereof."

2. Conditions Precedent. The effectiveness of this Amendment and the amendments to the Loan Agreement herein provided are subject to the satisfaction of the following conditions precedent (the first date on which such conditions have been satisfied, the "Amendment Effective Date"):

(a) the Lender shall have received each of the following documents or instruments in form and substance reasonably acceptable to the Lender:

(i) one or more counterparts of this Amendment, duly executed by the Borrower and the Lender;

(ii) a certificate of the Borrower, dated the Amendment Effective Date and executed by its Secretary or Assistant Secretary, which shall (A) certify the resolutions of its board of directors or other body authorizing the execution, delivery and performance of this Amendment, (B) identify by name and title and bear the signatures of the officers of the Borrower authorized to sign this Amendment, (C) contain appropriate attachments, including the certificate or articles of incorporation or organization of the Borrower certified by the relevant authority of the jurisdiction of organization of the Borrower and a true and correct copy of its by-laws, or certify that the organizational or governing documents of the Borrower have not changed since April 7, 2015 (the date of the last delivery of such documents to the Lender), and (D) attach a long form good standing certificate for the Borrower from its jurisdiction of organization;

(iii) a favorable legal opinion (addressed to the Lender) of R. Read Hudson, Vice President, Associate General Counsel and Secretary of the Borrower, covering such customary matters relating to the Borrower and this Amendment, as the Lender shall reasonably request and in form reasonably acceptable to the Lender; and

(iv) such other documents, instruments, opinions, certifications, undertakings, further assurances and other matters as the Lender shall reasonably require; and

(b) the Lender shall have received all fees required to be paid and due on the Amendment Effective Date and all expenses for which invoices have been presented at least two Business Days prior the Amendment Effective Date (including the fees and reasonable out-of-pocket expenses of McGuireWoods LLP, counsel to the Lender), on or prior to the Amendment Effective Date; provided that the foregoing does not preclude the presentation of an invoice after the Amendment Effective Date that covers the balance of fees, charges and disbursements of counsel to the Lender.

3. Representations and Warranties . In order to induce the Lender to enter into this Amendment, the Borrower represents and warrants to the Lender as follows:

(a) The representations and warranties contained in Article III of the Loan Agreement and in each other Loan Document are true and correct on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that the representations and warranties contained in Section 3.04 of the Loan Agreement shall be deemed to refer to the most recent consolidated balance sheet and the related consolidated statements of income and cash flows furnished pursuant to subsections (a) and (b), respectively, of Section 5.01 of the Loan Agreement, and (ii) no Default exists.

(b) Since October 3, 2015, there has been no change in the operations, business, properties, assets or financial condition of the Borrower and its Subsidiaries as shown on or reflected in such consolidated balance sheet or the consolidated statements of income and cash flows for the fiscal year then ended, other than changes that could not reasonably be expected to have a materially adverse effect on the business, assets or financial condition of the Borrower and its Subsidiaries taken as a whole.

(c) This Amendment has been duly authorized, executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, except as may be limited by general principles of equity or by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally.

4. Entire Agreement . This Amendment constitutes a Loan Document and, together with all other Loan Documents (collectively, the " Relevant Documents "), sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relating to such subject matter. No promise, condition, representation or warranty, express or implied, not set forth in the Relevant Documents shall bind any party hereto, and no such party has relied on any such promise, condition, representation or warranty. Each of the parties hereto acknowledges that, except as otherwise expressly stated in the Relevant Documents, no representations, warranties or commitments, express or implied, have been made by any party to any other party in relation to the subject matter hereof or thereof. None of the terms or conditions of this Amendment may be changed, modified, waived or canceled orally or otherwise, except in writing and in accordance with Section 9.02 of the Loan Agreement.

5. Full Force and Effect of Agreement . Except as hereby specifically amended, modified or supplemented, the Loan Agreement and all other Loan Documents are hereby confirmed and ratified in all respects and shall be and remain in full force and effect according to their respective terms.

6. Counterparts . This Amendment may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy, facsimile or other electronic imaging means (e.g., "pdf" or "tif") will be effective as delivery of a manually executed counterpart of this Amendment.

7. Governing Law . This Amendment shall in all respects be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed and to be performed entirely within such State and shall be further subject to the provisions of Sections 9.09 and 9.10 of the Loan Agreement.

8. Enforceability . Should any one or more of the provisions of this Amendment be determined to be illegal or unenforceable as to one or more of the parties hereto, all other provisions nevertheless shall remain effective and binding on the parties hereto.

9. References . All references in any of the Loan Documents to the "Agreement" or "Loan Agreement" shall mean the Loan Agreement, as amended hereby.

10. Successors and Assigns . This Amendment shall be binding upon and inure to the benefit of the Borrower and the Lender, and their respective successors, legal representatives, and assignees to the extent such assignees are permitted assignees as provided in Section 9.04 of the Loan Agreement.

11. FATCA . Solely for purposes of determining withholding Taxes imposed under FATCA, from and after the Amendment Effective Date, the Borrower and the Lender shall treat the Loan Agreement as not qualifying as a "grandfathered obligation" within the meaning of Treasury Regulation Section 1.1471-2(b)(2)(i).

12. No Waiver . The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Lender under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Loan Agreement to be made, executed and delivered by their duly authorized officers as of the day and year first above written.

TYSON FOODS, INC.

By: /s/ Shawn C. Munsell
Name: Shawn C. Munsell
Title: Vice President and Treasurer

BANK OF AMERICA, N.A., as Lender

By: /s/ Aron Frey
Name: Aron Frey
Title: Vice President

Ex. 10.2

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"), effective the 25 th day of April , 2016 (the "Effective Date"), by and between Tyson Foods, Inc., a Delaware corporation, and any of its subsidiaries and affiliates (hereinafter collectively referred to as "Tyson"), and Monica McGurk, Persn xxxxxx (hereinafter referred to as "you").

WITNESSETH:

WHEREAS, Tyson is engaged in a very competitive business, where the development and retention of extensive confidential information, trade secrets and proprietary information as well as customer relationships and goodwill are critical to future business success; and

WHEREAS, by virtue of your employment with Tyson, you are involved in the development of, and have access to, Tyson's confidential information, trade secrets and proprietary information, and, if such information were to get into the hands of competitors of Tyson, it could do substantial business harm to Tyson; and

WHEREAS, you will not be provided with or given access to Tyson's customers and goodwill or Tyson's confidential information, trade secrets and proprietary information unless you execute this Agreement; and

WHEREAS, Tyson has advised you that agreement to the terms of this Agreement, and specifically the non-compete and non-solicitation sections, is an integral part of this Agreement, and you acknowledge the importance of the non-compete and non-solicitation sections, and having reviewed the Agreement as a whole, are willing to commit to the restrictions set forth herein;

NOW, THEREFORE, Tyson and you hereby mutually agree as follows:

1. Employment.

(a) Consideration . In consideration of the above and other good and valuable consideration, you are expressly being given employment, continued employment, a relationship with Tyson, certain monies, benefits, severance, stock awards, training and/or access to trade secrets and confidential information of Tyson and its customers, suppliers, vendors or affiliates to which you would not have access but for your relationship with Tyson in exchange for you agreeing to the terms of this Agreement.

(b) Duties . Tyson hereby agrees to employ you and you hereby accept employment with Tyson. The duties and services required to be performed by you shall be consistent with your position, as assigned by Tyson in its sole discretion from time to time, and shall be consistent with the level and responsibility of the duties and services performed by other employees in your band ("Band"). At Tyson's sole discretion, both your position and Band are subject to change during your term of employment. You agree to devote substantially all of your working time, attention and energies to the business of Tyson. You may make and manage personal investments (provided such investments in other activities do not violate, in any material respect, the provisions of Section 6 of this Agreement), be involved in charitable and professional activities, and, with the prior written consent of Tyson's General Counsel or Chief Human Resources Officer, serve on boards of other for profit entities, provided such activities do not materially interfere with the performance of your duties hereunder. You agree that during your employment with Tyson, you will not engage in any (i) competitive outside business activities, (ii) outside business that provides goods or services to Tyson, or (iii) outside business that buys products from Tyson, other than with Tyson's prior written approval. You will devote your best efforts to the performance of your duties and the advancement of Tyson and shall not engage in any other employment, profitable activities, or other pursuits which would cause you to disclose or utilize Confidential Information (as defined in Section 6(a)), or reflect adversely on Tyson. This obligation shall include, but is not limited to, obtaining Tyson's consent prior to performing tasks for business associates of Tyson outside of your customary duties for Tyson, giving speeches or writing articles, blogs, or posts, about Tyson's business, improperly using Tyson's name or identifying your association or position with Tyson in a manner that reflects unfavorably upon Tyson. You further agree that you will not use, incorporate, or otherwise create any business entity or organization or domain name using any name confusingly similar to the name of Tyson or the name of any affiliate of Tyson or any other name under which any such entities do business.

(c) Term of Employment . Your employment under this Agreement will commence on the Effective Date above and end on the date your employment terminates pursuant to Section 3 (the "Period of Employment").

2. Compensation .

(a) Initial Consideration . You shall receive, in addition to all regular compensation for services as described in this Section 2 and the severance and benefits provided under Section 4 and Section 5, $ 10,000.00 as additional consideration for signing this Agreement and for agreeing to abide and be bound by the terms, provisions and restrictions of Section 6. You understand and acknowledge that you have been properly and timely informed of the type, amount and terms of such consideration and that you would not be entitled to such consideration, and that such consideration would not be paid, if you did not execute and agree to be bound by the provisions of this Agreement.

(b) Base Salary . For the services to be performed hereunder during the Period of Employment, Tyson shall pay you at a base salary of $ 460,000.00 , which may be adjusted by Tyson from time to time within the range paid to other employees in your Band. Such base salary shall be paid in accordance with Tyson's payroll practice.

(c) Performance Incentive Eligibility . You may receive performance incentive awards under Tyson's annual and long-term incentive plans then in effect (if any), on terms and in amounts consistent with those provided to other employees in your Band, subject to the discretion of the senior management of Tyson.

(d) Stock Grants . You may receive stock awards under an equity incentive compensation plan of Tyson then in effect (if any), on terms and in amounts consistent with those provided to other employees in your Band, subject to the discretion of the senior management of Tyson.

(e) Benefit Plans, Vacation and Reimbursement Programs . You shall be entitled to participate in any benefit plans of Tyson, and its affiliates, as adopted or amended from time to time on terms and in amounts consistent with those generally applicable to other employees in your Band. You will be entitled to an annual paid vacation in accordance with Tyson's applicable vacation policy, as in effect from time to time. Tyson will pay or reimburse you for all reasonable expenses actually incurred or paid by you in the performance of your services to Tyson, subject to and in accordance with applicable expense reimbursement and related policies and procedures as in effect from time to time.

(f) Review . Base salary, performance incentive compensation, stock grant levels, and plan participation will be subject to review annually (or from time to time at Tyson's discretion), when compensation of other officers and managers of Tyson are reviewed for consideration of adjustments thereof.

3. Termination. Upon any termination of your employment for any reason, you shall immediately resign from all boards, offices and other positions with Tyson or from any board or committee of an association or industry group where you represent Tyson. The date upon which your employment terminates and the Period of Employment ends will be your "Termination Date" for all purposes of this Agreement. Your employment may be terminated under this Agreement in the following events:

(a) Death. Your employment hereunder will terminate upon your death.

(b) Disability. Your employment hereunder will terminate upon your "Disability". For purposes of this Agreement, Disability has the same meaning as provided in the long-term disability plan or policy maintained or, if applicable, most recently maintained, by Tyson. If no long-term disability plan or policy was ever maintained on behalf of you or, if the determination of Disability relates to an incentive stock option, Disability means that condition described in Section 22(e)(3) of the Internal Revenue Code (the "Code"), as amended from time to time. In the event of a dispute, the determination of Disability will be made by the Committee (as defined in Tyson's equity incentive plan) and will be supported by advice of a physician competent in the area to which such Disability relates.

(c) Termination by You for Good Reason. Upon the occurrence of a "Good Reason" event, you may terminate your employment pursuant to this Agreement by providing a notice of termination for Good Reason to Tyson within no more than seven (7) days of the Good Reason event and providing Tyson thirty (30) days following receipt of such notice to cure the Good Reason event. If Tyson cures the Good Reason event within such 30 day period, you may not terminate your employment for Good Reason, but may voluntarily resign pursuant to Section 3(d) below. If Tyson fails to cure the Good Reason event within such 30 day period, your termination of employment will be effective under this Section 3(c). For purposes of the Agreement, you will be treated as having terminated for "Good Reason" if you terminate employment after having been demoted to a less senior Band than that in which you were employed when executing this Agreement or to a position not covered by a Band, which Tyson does not cure by restoring you to your former Band.

(d) Voluntary Termination by You without Good Reason. You may terminate your employment pursuant to this Agreement at any time by not less than thirty (30) days prior written notice to Tyson, which notice period may be waived by Tyson. Upon receipt of such notice, Tyson shall have the right, at its sole discretion, to accelerate your Termination Date at any time during said notice period.

(e) Termination for Cause by Tyson . Tyson may terminate your employment hereunder for "Cause" at any time after providing a notice of termination for Cause to you. For purposes of this Agreement, you shall be treated as having been terminated for Cause if and only if you are terminated as a result of the occurrence of one or more of the following events:

(i) any willful and wrongful conduct or omission by you that injures Tyson;

(ii) any act by you of intentional misrepresentation or embezzlement, misappropriation or conversion of assets of Tyson;

(iii) you are convicted of, confess to, plead no contest to, or become the subject of proceedings that provide a reasonable basis for Tyson to believe that you have been engaged in a felony; or

(iv) your intentional or willful violation of any restrictive covenant provided for under Section 6 of this Agreement or any other agreement to which you are a party.

For purposes of this Agreement an act or failure to act shall be considered "willful" only if done or omitted to be done without your good faith reasonable belief that such act or failure to act was in the best interests of Tyson. In no event shall Tyson's failure to notify you of the occurrence of any event constituting Cause, or to terminate you as a result of such event, be construed as a consent to the occurrence of future events, whether or not similar to the initial occurrence, or a waiver of Tyson's right to terminate you for Cause as a result thereof.

(f) Termination by Tyson without Cause . Tyson may terminate your employment hereunder without Cause at any time upon notice to you.

4. Compensation Following Termination of Employment . In the event that your employment hereunder is terminated in a manner as set forth in Section 3 above, you shall be entitled to the compensation and benefits provided under this Section 4.

(a) Termination Due to Death, Disability, Voluntary Termination without Good Reason or Termination for Cause by Tyson . In the event that your employment is terminated by reason of death, Disability, voluntary termination by you without Good Reason or for Cause by Tyson, Tyson shall pay the following amounts to you or your estate:

(i) Any accrued but unpaid base salary for services rendered to the Termination Date, any accrued but unpaid expenses required to be reimbursed under this Agreement, and any vacation accrued to the Termination Date ("Accrued Compensation"); and

(ii) Any benefits accrued through the date of termination to which you may be entitled pursuant to the plans, policies and arrangements, as determined and paid in accordance with the terms of such plans, policies and arrangements ("Plan Benefits").

(b) Termination by Tyson without Cause or by you for Good Reason . In the event that your employment is terminated by Tyson for reasons other than death, Disability or Cause, or by you for Good Reason, Tyson shall pay the following amounts to you:

(i) Accrued Compensation;

(ii) Plan Benefits;

(iii) Subject to your execution of the Release (as defined below), you will become vested in a pro rata portion of any of your unvested restricted stock awards that are outstanding on your Termination Date provided the applicable performance criteria, if any, are met. Such pro rata portion shall be equal to the percentage of the total vesting period, measured in days, in which you remained employed by Tyson multiplied by the number of shares subject to the award. Any award subject to this subsection (iii) shall not be paid until such time as it would otherwise have been paid if under the terms of the award it was subject to performance criteria and will only be paid if any applicable performance criteria are met;

(iv) Subject to your execution of the Release (as defined below), you will become fully vested in any of your unvested stock options that are outstanding on the Termination Date; and

(v) Subject to your execution of the Release (as defined below), you will become entitled to a pro rata portion of any performance share awards that are outstanding on the Termination Date provided the applicable performance criteria is met. The pro rata portion of your award shall equal the percentage of the total performance period, measured in days, in which you remained employed by Tyson multiplied by the percentage of the award that you would have received had you remained employed for the entire performance period. Any award subject to this subsection (v) shall not be paid until such time as it would have otherwise been paid under the terms of the award and will only be paid if the performance criteria are met.

(vi) Subject to your execution of the Release (as defined below), an amount equal to, and on terms equal to, the severance payments and severance benefits provided to other employees within your Band, as determined under the Tyson Foods Severance Pay Plan for Contracted Employees. In the event of a Change of Control (defined below) the amount you would be entitled to in the event of termination subject to this Section 4(b) will be based on the Tyson Foods Severance Pay Plan for Contracted Employees in place at the time immediately prior to the Change of Control.

(c) Release . For purposes of this Agreement, “Release” means that specific document which Tyson shall present to you for consideration and execution after your termination of employment, under which you agree to irrevocably and unconditionally release and forever discharge Tyson, its subsidiaries, affiliates and related parties from any and all causes of action which you at that time had or may have had against Tyson (excluding any claim for indemnity under this Agreement, or any claim under state workers’ compensation or unemployment laws). The Release will be provided to you as soon as practical after your Termination Date, but in any event in sufficient time so that you will have adequate time to review the Release as provided by applicable law. The Release must be signed within twenty-one (21) days of its presentation to you (or within forty-five (45) days if you are terminated as part of a group termination). The Release shall not become effective until seven (7) days after it is executed. Tyson maintains a form of Release, which it may change from time to time as it deems appropriate. The latest version of the Release shall be available for your review upon request. Subject to the payment provisions of the Tyson Foods Severance Pay Plan for Contracted Employees and Section 8 below, any payments subject to a Release shall commence on the first payroll period commencing on or after the date the Release becomes effective.

5. Acceleration of Stock Grants on Change in Control. Upon the occurrence of a Change in Control (defined below) the stock awards that have been granted to you pursuant to award agreements from Tyson under Section 2, or which have otherwise been previously granted to you under an award agreement from Tyson; and which awards remain outstanding at the time of the Change in Control, will be treated in accordance with the applicable award agreements. For purposes of this Agreement, the term “Change in Control” shall have the same meaning as set forth in Tyson’s equity incentive compensation plan then in effect; provided, however, that a Change in Control shall not include any event as a result of which one or more of the following persons or entities possess or continues to possess, immediately after such event, over fifty percent (50%) of the combined voting power of the Company or, if applicable, a successor entity: (a) Tyson Limited Partnership, or any successor entity; (b) individuals related to the late Donald John Tyson by blood, marriage or adoption, or the estate of any such individual (including Donald John Tyson’s); or (c) any entity (including, but not limited to, a partnership, corporation, trust or limited liability company) in which one or more of the entities, individuals or estates described in clauses (a) and (b) hereof possess over fifty percent (50%) of the combined voting power or beneficial interests of such entity. Notwithstanding the foregoing, this Section 5 shall not affect the time or form of payment under an applicable award agreement, and all awards shall be paid at the time, and in the form, provided under the terms of such award agreement. The Committee (as defined in Tyson’s equity incentive plan) shall have the sole discretion to interpret the foregoing provisions of this paragraph.

6. Restrictive Covenants and Other Restrictions.

(a) Confidential Information. You acknowledge that during the course of your employment with Tyson, you will be provided, learn, develop and have access to Tyson’s trade secrets, confidential information and proprietary materials which may include, but are not limited to, the following: strategies, methods, books, records, and documents; technical information concerning products, formulas, production, distribution, equipment, services, and processes; procurement procedures and pricing techniques; the names of and other information concerning customers, suppliers, vendors, investors, and other business affiliates (such as contact name, service provided, pricing, type and amount of services used, credit and financial data, and/or other information relating to Tyson’s relationship with that business affiliate); pricing strategies and price curves; positions, plans, and strategies for expansion or acquisitions; budgets; customer lists; research; weather data; financial analysis, returns and reports and sales data; trading methodologies and terms; evaluations, opinions, and interpretations of information and data; marketing and merchandising techniques; prospective customers’ names and marks; grids and maps; electronic databases; models; specifications; computer programs; internal business records; contracts benefiting or obligating Tyson; bids or proposals submitted to any third party; technologies and methods; training methods and training processes; organizational structure; personnel information, including salaries of personnel; payment amounts or rates paid to consultants or other service providers; and other information, whether tangible or intangible, in any form or medium provided (collectively, "Confidential Information") which is not generally available to the public and which has been developed, will be developed or acquired by Tyson at considerable effort and expense. Without limiting the foregoing, you acknowledge and agree that you will learn, be provided, develop and have access to certain techniques, methods or applications implemented or developed by Tyson which are not generally known to the public or within the community in which Tyson competes, and any and all such information shall be treated as Confidential Information.

During the term of this Agreement or at any time thereafter, unless otherwise specifically authorized in writing by Tyson, you hereby covenant and agree: (i) to hold Confidential Information in the strictest confidence; (ii) not to, directly or indirectly, disclose, divulge or reveal any Confidential Information to any person or entity other than as authorized by Tyson; (iii) to use such Confidential Information only within the scope of your employment with Tyson for the benefit of Tyson; and (iv) to take such protective measures as may be reasonably necessary to preserve the secrecy and interest of Tyson in the Confidential Information. You agree to immediately notify Tyson of any unauthorized disclosure or use of any Confidential Information of which you become aware. The confidentiality obligations herein shall not prohibit you from revealing evidence of criminal wrongdoing to legitimate law enforcement officials or Confidential Information by order of court or agency of competent jurisdiction or as otherwise required by law; however, you shall promptly inform Tyson of any such situations and shall take reasonable steps to prevent disclosure of Confidential Information until Tyson has been informed of such required disclosure and has had a reasonable opportunity first to seek a protective order.

(b) Creative Works. "Creative Works" include, but are not limited to, all original works of authorship, inventions, discoveries, designs, computer hardware and software, algorithms, programming, scripts, applets, databases, database structures, or other proprietary information, business ideas, and related improvements and devices, which are conceived, developed, or made by you, either alone or with others, in whole or in part, on or off Tyson's premises, (i) during your employment with Tyson, (ii) with the use of the time, materials, or facilities of Tyson, (iii) relating to any product, service, or activity of Tyson of which you have knowledge, or (iv) suggested by or resulting from any work performed by you for Tyson. Creative Works do not include inventions or other works developed by you entirely on your own time without using Tyson's equipment, supplies, facilities, or trade secret information except for those inventions or works developed during your Period of Employment that either: (a) relate at the time of conception or reduction to practice of the invention to Tyson's business, or actual or demonstrably anticipated research or development of Tyson; or (b) result from any work performed by you for Tyson. If you are or become a resident of any state during your employment that has enacted laws relating to ownership of works created without use of or reference to Tyson materials, facilities, and/or intellectual property and do not relate to Tyson's business, this Section shall be limited solely to the extent provided by the applicable laws of such states.

To the extent any rights in the Creative Works are not already owned by Tyson, you irrevocably assign and transfer to Tyson all proprietary rights, including, but not limited to, all patent, copyright, trade secret, trademark, and publicity rights, in the Creative Works and agree that Tyson will be the sole and exclusive owner of all right, title, and interest in the Creative Works. Tyson will have the right to use all Creative Works, whether original or derivative, in any manner whatsoever and in any medium now known or later developed. You agree not, at any time, to assert any claim, ownership, or other interest in any of the Creative Works or Confidential Information.

Both during and after your employment, you agree to execute any documents necessary to effectuate the assignment to Tyson of the Creative Works, and will execute all papers and perform any other lawful acts reasonably requested by Tyson for the preparation, prosecution, procurement, and maintenance of any trademark, copyright, and/or patent rights in and for the Creative Works. You further agree that you will not be entitled to any compensation in addition to the salary paid to you during the development of the Creative Works. In the event Tyson is unable for any reason to secure your signature to any document Tyson reasonably requests you to execute under this Section 6, you hereby irrevocably designate and appoint Tyson and its authorized officers and agents as your agents and attorneys-in-fact to act for and in your behalf and instead of you to execute such document with the same legal force and effect as if executed by you.

(c) <u>No Restrictions on Employment</u> . You are being employed or continuing to be employed by Tyson with the understanding that (i) you are free to enter into employment or continued employment with Tyson, (ii) your employment with Tyson will not violate any agreement you may have with a third party (e.g., existing employment, non-compete, intellectual property ownership, and/or non-disclosure agreements) and (iii) only Tyson is entitled to the benefit of your work. If you have any agreements with a prior employer, you are required to provide such agreements to Tyson prior to executing this Agreement. Tyson has no interest in using any other person's patents, copyrights, trade secrets, or trademarks in an unlawful manner. You should be careful not to disclose to Tyson any intellectual property or confidential information of your prior employers or anyone else or misapply proprietary rights that Tyson has no right to use and you further represent and warrant that you have either already returned or have coordinated the return of all such information to any prior employer.

(d) Removal and Return of Tyson Property . All written materials, records, data, and other documents prepared or possessed by you during your employment with Tyson are Tyson's property. All memoranda, notes, records, files, correspondence, drawings, manuals, models, specifications, computer programs, maps, and all other documents, data, or materials of any type embodying such information, ideas, concepts, improvements, discoveries, and inventions are Tyson's property. You agree not to remove any property of Tyson, including, but not limited to, any Confidential Information or Creative Works, from Tyson's premises, except as authorized under Tyson's policies or with the prior written approval of Tyson's General Counsel or Chief Human Resources Officer. Unless specifically authorized by Tyson in writing, you may not place Tyson Confidential Information or Creative Works on Removable Media, as defined below. On Tyson's request, your acceptance of other employment, or the termination of your employment for any reason, you will immediately return to Tyson all Tyson property, including all Confidential Information and Creative Works and any and all documents and materials that contain, refer to, or relate in any way to any Confidential Information, as well as any other property of Tyson in your possession or control, including all electronic and telephonic equipment, credit cards, security badges, and passwords. You will permit Tyson to inspect any property provided by Tyson to you or developed by you as a result of or in connection with your employment with Tyson when you accept other employment or otherwise separate from your employment, regardless of where the property is located. For purposes of this Section, "Removable Media" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

(e) Non-Competition . You acknowledge that Tyson performs services throughout the United States and that your duties and services impact Tyson's performance of services throughout the United States. Accordingly, you acknowledge the need for certain restrictions contained in this Agreement to be without limitation as to location or geography within the United States. You agree that during your employment with Tyson, and for a period of 12 months thereafter, you will not directly or indirectly, on behalf of yourself or in conjunction with any other person, company or entity, own (other than less than 5% ownership in a publicly traded company), manage, operate, or participate in the ownership, management, operation, or control of, or be employed by or a consultant to any person, company or entity which is in competition with Tyson, with which you would hold a position with responsibilities similar to any position you held with Tyson during the 24 months preceding your Termination Date or in which you would utilize or disclose confidential methodologies, techniques, customer lists or information of Tyson. You agree that during your employment with Tyson and for a period of 12 months thereafter you will not directly or indirectly, on behalf of you or any other person, company or entity, participate in the planning, research or development of any strategies or methodologies, similar to strategies or methodologies, utilized or developed by Tyson, excluding general industry knowledge, for which you had access to, utilized or developed during the 36 months preceding your Termination Date. You agree that nothing in this Section shall limit your confidentiality obligations in this Agreement. Further, you understand and agree that during your employment and the restricted time periods thereafter designated in this Agreement, while you may gather information to investigate other employment opportunities, you shall not make plans or prepare to compete, solicit or take on activities which are in violation of this Agreement. Should you leave Tyson and accept employment or a consulting position with a competitor, you are required beforehand to inform Tyson of the identity of your new employer and your responsibilities for the new employer. You are also required to show this Agreement to all new employers prior to accepting new employment and Tyson shall also be permitted to show this Agreement to all new employers as well.

(f) Non-Solicitation. You agree that during your employment with Tyson and for a period of 36 months thereafter, you will not, nor will you assist any third party to, directly or indirectly (i) raid, hire, solicit, encourage or attempt to persuade any employee or independent contractor of Tyson, or any person who was an employee or independent contractor of Tyson during the 6 months preceding the Termination Date, who possesses or had access to Confidential Information of Tyson, to leave the employ of or terminate a relationship with Tyson; (ii) interfere with the performance by any such persons of their duties for Tyson; (iii) communicate with any such persons for the purposes described in the paragraph above; or (iv) solicit, encourage or attempt to persuade any customer or vendor of Tyson during the 6 months preceding your Termination Date to terminate or modify its relationship with Tyson.

(g) Non-Disparagement. You agree that you shall not at any time engage in any form of conduct, or make any statement or representation, either oral or written, that disparages, impugns or otherwise impairs the reputation, goodwill or interests of Tyson, or any of its officers, directors, shareholders, managing members, representatives, and/or employees or agents in either the individual or representative capacities of any of the foregoing individuals (including, without limitation, the repetition or distribution of derogatory rumors, allegations, negative reports or comments). Nor shall you direct, arrange or encourage others to make any such derogatory or disparaging statements on your behalf. Nothing in this Section, however, shall prevent you from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency, or judicial, arbitral or self-regulatory forum.

(h) Effect of Breach. You acknowledge and agree that, in the event of any breach by you of the terms and conditions of this Agreement, pursuant to the terms of certain benefit plans and programs, your accrued benefits thereunder may be discontinued or forfeited, in addition to any other rights and remedies Tyson may have at law or in equity. You acknowledge that irreparable damage would result to Tyson if the provisions of this Agreement are not specifically enforced, and that, in addition to any other legal or equitable relief available, and notwithstanding any alternative dispute resolution provisions that have been or may be agreed to between Tyson and you, Tyson shall be entitled to injunctive relief in the event of any failure to comply with the provisions of this Agreement. If you violate any of the terms of this Agreement, you will indemnify Tyson for the expenses, including but not limited to reasonable attorneys' fees, incurred by Tyson in enforcing this Agreement.

(i) Clawback Policies . In addition to subsection (h) above, any amounts payable under this Agreement are subject to any policy, whether in existence as of the Effective Date or later adopted, established by Tyson that provides for the clawback or recovery of amounts that were paid to you under circumstances requiring clawback or recovery as set forth in such policy. Tyson will make any determinations for clawback or recover in its sole discretion and in accordance with any applicable law or regulation. Further, notwithstanding any other provisions of this Agreement, if within one year of the termination of your employment, Tyson becomes aware of facts that would have allowed Tyson to terminate your employment for Cause (within the meaning of Section 3), then, to the extent permitted by law:

(i) Tyson may elect to cancel any and all payments of benefits otherwise due to you, but not yet paid, under this Agreement or otherwise; and

(ii) you will refund to Tyson any amounts, plus interest, previously paid by Tyson to you in excess of your Accrued Compensation and Plan Benefits (within the meaning of Section 4).

7. General .

(a) Enforcement and Severability . You specifically acknowledge and agree that the purpose of the restrictions contained in this Agreement is to protect Tyson from unfair competition, including improper use of the Confidential Information by you, and that the restrictions and covenants contained herein are reasonable with respect to both scope and duration of application. Notwithstanding the foregoing, if any court determines that any of the terms herein are unreasonable, invalid or unenforceable, the court may interpret, alter, amend or modify any or all of the terms to include as much of the scope, time period and intent as will render the restrictions enforceable, and then as modified, enforce the terms. Each covenant and restriction contained in this Agreement is independent of each other such covenant and restriction, and if any such covenant or restriction is held for any reason to be invalid, unenforceable and incapable of corrective modification, then the invalidity or unenforceability of such covenant or restriction shall not invalidate, affect or impair in any way the validity and enforceability of any other such covenant or restriction.

(b) Notices . All written notices, requests and other communications provided pursuant to this Agreement shall be deemed to have been duly given, if delivered in person or by courier, or by facsimile transmission or sent by express, registered or certified mail, postage prepaid addressed, if to you, at the most recent address on record in Tyson's human resources information system, and if to Tyson, at its headquarters:

Tyson Foods, Inc.
Attn: Chief Human Resources Officer
2200 Don Tyson Parkway
Springdale, Arkansas 72762-6999

(c) Modification . This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties hereto, except for any pre-employment confidentiality agreement that may exist between the parties or any agreement or policy specifically referenced herein. This Agreement cannot be modified except by a writing signed by both parties.

(d) Assignment . This Agreement shall be binding upon you, your heirs, executors and personal representatives and upon Tyson, its successors and assigns. You acknowledge that the services to be rendered by you are unique and personal. You may not assign, transfer or pledge your rights or delegate your duties or obligations under this Agreement, in whole or in part, without first obtaining the written consent of Tyson's General Counsel or Chief Human Resources Officer.

(e) Applicable Law . You acknowledge that this Agreement is performable at various locations throughout the United States and specifically performable wholly or partly within the State of Arkansas and consent to the validity, interpretation, performance and enforcement of this Agreement being governed by the internal laws of said State of Arkansas, without giving effect to the conflicts of laws provisions thereof.

(f) Jurisdiction and Venue of Disputes . The courts of Washington County, Arkansas shall have exclusive jurisdiction and be the venue of all disputes between Tyson and you, whether such disputes arise from this Agreement or otherwise. In addition, you expressly waive any right that you may have to sue or be sued in the county of your residence and consent to venue in Washington County, Arkansas.

(g) Funding. All payments provided under this Agreement, other than payments made pursuant to a plan which provides otherwise, shall be paid from the general funds of Tyson, and no special or separate fund shall be established, and no other segregation of assets made, to assure payment. You shall have no right, title or interest whatever in or to any investments which Tyson may make to aid Tyson in meeting its obligations hereunder. To the extent that any person acquires a right to receive payments from Tyson hereunder, such right shall be no greater than the right of an unsecured creditor of Tyson.

8. Special Tax Considerations.

(a) Tax Withholding. Tyson shall provide for the withholding of any taxes required to be withheld by federal, state and local law with respect to any payments in cash and/or other property made by or on behalf of Tyson to or for your benefit under this Agreement or otherwise.

(b) Excise Tax. Notwithstanding the foregoing, if the total payments to be paid to you under this Agreement, along with any other payments to you by Tyson, would result in you being subject to the excise tax imposed by Section 4999 of the Code (commonly referred to as the "Golden Parachute Tax"), Tyson shall reduce the aggregate payments to the largest amount which can be paid to you without triggering the excise tax, but only if and to the extent that such reduction would result in you retaining larger aggregate after-tax payments. The determination of the excise tax and the aggregate after-tax payments to be received by you will be made by Tyson. If payments are to be reduced, the payments made latest in time will be reduced first and if payments are to be made at the same time, non-cash payments will be reduced before cash payments.

(c) Separation from Service. In the event that the termination of your employment does not constitute a "separation from service" as defined in Code Section 409A, including all regulations and other guidance issued pursuant thereto, your rights to the payments and benefits described in Section 4 will vest upon the Termination Date, but no payment to you that is subject to Code Section 409A will be paid until you incur a separation from service (or until six (6) months after such date if you are a "specified employee" pursuant to subsection (d) of this Section), and any amounts that would otherwise have been paid before such date will be paid instead as soon as practicable after such date.

(d) Six-Month Delay in Payment. Notwithstanding anything to the contrary in this Agreement, if you are a "specified employee" as defined and applied in Code Section 409A as of your Termination Date, then, to the extent any payment under this Agreement or any Tyson plan or policy constitutes deferred compensation (after taking into account any applicable exemptions from Code Section 409A, including those specified in subsection (f) of this Section) and to the extent required by

Code Section 409A, no payments due under this Agreement or any Tyson plan or policy may be made until the earlier of: (i) the first (1st) day following the six (6) month anniversary of your Termination Date and (ii) your date of death; provided, however, that any payments delayed during the six (6) month period will be paid in the aggregate as soon as reasonably practicable following the six (6) month anniversary of your Termination Date.

(e) Expense Reimbursement . In no event will an expense be reimbursed after December 31 of the calendar year following the calendar year in which the expense was incurred. You are not permitted to receive a payment or other benefit in lieu of reimbursement under Section 2(e).

(f) Application of Exemptions . For purposes of Code Section 409A, each "payment" (as defined by Code Section 409A) made under this Agreement will be considered a "separate payment." In addition, for purposes of Code Section 409A, each such payment will be deemed exempt from Code Section 409A to the fullest extent possible under (i) the "short-term deferral" exemption of Treasury Regulation § 1.409A-1((b)(4), and (ii) with respect to any additional amounts paid no later than the second (2nd) calendar year following the calendar year containing your Termination Date, the "involuntary separation" pay exemption of Treasury Regulation § 1.409A-1(b)(9)(iii), which are hereby incorporated by reference.

(g) Effect of Release . Any amounts that are not exempt from Code Section 409A under paragraph (f) above, and which are paid subject to your execution of a Release that provides for a consideration period and revocation period that crosses two calendar years, shall be paid on the first payroll date in the second calendar year that occurs on or after the expiration of the revocation period, regardless of the date the Release is signed.

(h) Interpretation and Administration of Agreement . To the maximum extent permitted by law, this Agreement will be interpreted and administered in such a manner that the payments to you are either exempt from, or comply with, the requirements of Code Section 409A.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

YOU ACKNOWLEDGE THAT YOU HAVE COMPLETELY READ THE ABOVE, HAVE BEEN ADVISED TO CONSIDER THIS AGREEMENT CAREFULLY, AND HAVE BEEN FURTHER ADVISED TO REVIEW IT WITH LEGAL COUNSEL OF YOUR CHOOSING BEFORE SIGNING. YOU FURTHER ACKNOWLEDGE THAT YOU ARE SIGNING THIS AGREEMENT VOLUNTARILY, AND WITHOUT DURESS, COERCION, OR UNDUE INFLUENCE AND THEREBY AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN.

/s/ Monica McGurk
(Employee)

Corporate
(Location)

4-25-16
(Date)

Tyson Foods, Inc.

By /s/ Donnie Smith

Title President and CEO

EXHIBIT 12.1

Ratio of Earnings to Fixed Charges

(dollars in millions)

	Six Months Ended	Fiscal Years			
	April 2, 2016	2015	2014	2013	2012
Earnings:					
Income from continuing operations before income taxes and equity method investment earnings	$ 1,351	$ 1,908	$ 1,241	$ 1,254	$ 949
Add: Fixed charges	164	358	194	219	264
Add: Amortization of capitalized interest	3	5	5	5	5
Less: Capitalized interest	(4)	(10)	(8)	(8)	(10)
Total adjusted earnings	1,514	2,261	1,432	1,470	1,208
Fixed Charges:					
Interest	128	283	122	116	150
Capitalized interest	4	10	8	8	10
Amortization of debt discount expense	4	10	10	28	39
Rentals at computed interest factor [1]	29	55	54	67	65
Total fixed charges	$ 165	$ 358	$ 194	$ 219	$ 264
Ratio of Earnings to Fixed Charges	9.18	6.32	7.38	6.71	4.58

[1] Amounts represent those portions of rent expense (one-third) that are reasonable approximations of interest costs.

EXHIBIT 31.1

CERTIFICATIONS

I, Donnie Smith, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Tyson Foods, Inc.;

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 officer 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 officer 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: May 9, 2016

/s/ Donnie Smith

Donnie Smith

President and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATIONS

I, Dennis Leatherby, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Tyson Foods, Inc.;

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 officer 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 officer 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: May 9, 2016

/s/ Dennis Leatherby

Dennis Leatherby

Executive Vice President and Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Quarterly Report of Tyson Foods, Inc. (the Company) on Form 10-Q for the period ended April 2, 2016 , as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Donnie Smith, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Donnie Smith

Donnie Smith
President and Chief Executive Officer

May 9, 2016

EXHIBIT 32.2

CERTIFICATION PURSUANT TO

18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Quarterly Report of Tyson Foods, Inc. (the Company) on Form 10-Q for the period ended April 2, 2016 , as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Dennis Leatherby, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Dennis Leatherby

Dennis Leatherby

Executive Vice President and Chief Financial Officer

May 9, 2016