

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 December 30, 2017
or
 Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the transition period from _____ to _____



the Tyson Foods family of brands

001-14704

(Commission File Number)

TYSON FOODS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

2200 West Don Tyson Parkway, Springdale, Arkansas

(Address of principal executive offices)

71-0225165

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

72762-6999

(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, smaller reporting company or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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 December 30, 2017 .

Class	Outstanding Shares
Class A Common Stock, \$0.10 Par Value (Class A stock)	297,503,193
Class B Common Stock, \$0.10 Par Value (Class B stock)	70,010,355

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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	
	December 30, 2017	December 31, 2016
Sales	\$ 10,229	\$ 9,182
Cost of Sales	8,778	7,699
Gross Profit	1,451	1,483
Selling, General and Administrative	524	501
Operating Income	927	982
Other (Income) Expense:		
Interest income	(2)	(2)
Interest expense	88	58
Other, net	(1)	14
Total Other (Income) Expense	85	70
Income before Income Taxes	842	912
Income Tax Expense (Benefit)	(790)	318
Net Income	1,632	594
Less: Net Income Attributable to Noncontrolling Interests	1	1
Net Income Attributable to Tyson	\$ 1,631	\$ 593
Weighted Average Shares Outstanding:		
Class A Basic	296	297
Class B Basic	70	70
Diluted	371	373
Net Income Per Share Attributable to Tyson:		
Class A Basic	\$ 4.54	\$ 1.64
Class B Basic	\$ 4.09	\$ 1.49
Diluted	\$ 4.40	\$ 1.59
Dividends Declared Per Share:		
Class A	\$ 0.375	\$ 0.300
Class B	\$ 0.338	\$ 0.270

See accompanying Notes to Consolidated Condensed Financial Statements.

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

	Three Months Ended	
	December 30, 2017	December 31, 2016
Net Income	\$ 1,632	\$ 594
Other Comprehensive Income (Loss), Net of Taxes:		
Derivatives accounted for as cash flow hedges	(1)	3
Investments	—	(1)
Currency translation	1	(14)
Postretirement benefits	2	(3)
Total Other Comprehensive Income (Loss), Net of Taxes	2	(15)
Comprehensive Income	1,634	579
Less: Comprehensive Income Attributable to Noncontrolling Interests	1	1
Comprehensive Income Attributable to Tyson	\$ 1,633	\$ 578

See accompanying Notes to Consolidated Condensed Financial Statements.

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

	December 30, 2017	September 30, 2017
Assets		
Current Assets:		
Cash and cash equivalents	\$ 293	\$ 318
Accounts receivable, net	1,600	1,675
Inventories	3,213	3,239
Other current assets	172	219
Assets held for sale	715	807
Total Current Assets	5,993	6,258
Net Property, Plant and Equipment	5,673	5,568
Goodwill	9,404	9,324
Intangible Assets, net	6,282	6,243
Other Assets	694	673
Total Assets	\$ 28,046	\$ 28,066
Liabilities and Shareholders' Equity		
Current Liabilities:		
Current debt	\$ 811	\$ 906
Accounts payable	1,748	1,698
Other current liabilities	1,413	1,424
Liabilities held for sale	6	4
Total Current Liabilities	3,978	4,032
Long-Term Debt	8,875	9,297
Deferred Income Taxes	2,013	2,979
Other Liabilities	1,206	1,199
Commitments and Contingencies (Note 17)		
Shareholders' Equity:		
Common stock (\$0.10 par value):		
Class A-authorized 900 million shares, issued 378 million shares	38	38
Convertible Class B-authorized 900 million shares, issued 70 million shares	7	7
Capital in excess of par value	4,346	4,378
Retained earnings	11,272	9,776
Accumulated other comprehensive gain	18	16
Treasury stock, at cost – 80 million shares at December 30, 2017 and September 30, 2017	(3,726)	(3,674)
Total Tyson Shareholders' Equity	11,955	10,541
Noncontrolling Interests	19	18
Total Shareholders' Equity	11,974	10,559
Total Liabilities and Shareholders' Equity	\$ 28,046	\$ 28,066

See accompanying Notes to Consolidated Condensed Financial Statements.

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

	Three Months Ended	
	December 30, 2017	December 31, 2016
Cash Flows From Operating Activities:		
Net income	\$ 1,632	\$ 594
Depreciation and amortization	229	177
Deferred income taxes	(967)	(4)
Other, net	29	7
Net changes in operating assets and liabilities	203	360
Cash Provided by Operating Activities	1,126	1,134
Cash Flows From Investing Activities:		
Additions to property, plant and equipment	(296)	(200)
Purchases of marketable securities	(12)	(15)
Proceeds from sale of marketable securities	9	13
Acquisition, net of cash acquired	(226)	—
Proceeds from sale of business	125	—
Other, net	(22)	(12)
Cash Used for Investing Activities	(422)	(214)
Cash Flows From Financing Activities:		
Payments on debt	(429)	(20)
Borrowings on revolving credit facility	655	435
Payments on revolving credit facility	(650)	(735)
Proceeds from issuance of commercial paper	5,728	—
Repayments of commercial paper	(5,824)	—
Purchases of Tyson Class A common stock	(164)	(576)
Dividends	(108)	(79)
Stock options exercised	63	6
Other, net	—	12
Cash Used for Financing Activities	(729)	(957)
Effect of Exchange Rate Changes on Cash	—	(5)
Decrease in Cash and Cash Equivalents	(25)	(42)
Cash and Cash Equivalents at Beginning of Year	318	349
Cash and Cash Equivalents at End of Period	\$ 293	\$ 307

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 September 30, 2017. 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 December 30, 2017, and the results of operations for the three months ended December 30, 2017, and December 31, 2016. 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 August 2017, the Financial Accounting Standards Board (“FASB”) issued guidance that eases certain documentation and assessment requirements of hedge effectiveness and modifies the accounting for components excluded from the assessment. Some of the modifications include the ineffectiveness of derivative gain/loss in highly effective cash flow hedge to be recorded in Other Comprehensive Income, the change in fair value of derivative to be recorded in the same income statement line as the hedged item, and additional disclosures required on the cumulative basis adjustment in fair value hedges and the effect of hedging on financial statement lines for components excluded from the assessment. The amendment also simplifies the application of hedge accounting in certain situations to permit new hedging strategies to be eligible for hedge accounting. 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 transition method should be applied. We are currently evaluating the impact this guidance will have on our consolidated financial statements.

In May 2017, the FASB issued guidance that clarifies which changes to the terms or conditions of a share-based payment award require an entity to apply modification accounting in Topic 718. The 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 and the prospective transition method should be applied to awards modified on or after the adoption date. We are currently evaluating the impact this guidance will have on our consolidated financial statements.

In March 2017, the FASB issued guidance which shortens the amortization period for certain callable debt securities held at a premium. Specifically, the amendments require the premium to be amortized to the earliest call date. 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 transition method should be applied. We are currently evaluating the impact this guidance will have on our consolidated financial statements.

In March 2017, the FASB issued guidance which will change the presentation of net periodic benefit cost related to employer sponsored defined benefit plans and other postretirement benefits. Service cost will be included within the same income statement line item as other compensation costs arising from services rendered during the period, while other components of net periodic benefit pension cost will be presented separately outside of operating income. Additionally, only the service cost component will be eligible for capitalization when applicable. The 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 and the retrospective transition method should be applied for the presentation of the service cost component and the other components of net periodic pension cost and net periodic postretirement benefit cost in the income statement, and the prospective transition method should be applied, on and after the effective date, for the capitalization of the service cost component of net periodic pension cost and net periodic postretirement benefit in assets. We plan to adopt this guidance beginning in the first quarter of fiscal 2019. We do not expect the adoption of this guidance to have a material impact on our consolidated financial statements.

In November 2016, the FASB issued guidance which requires entities to show the changes in the total of cash, cash equivalents, restricted cash and restricted cash equivalents in 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, 2017, our fiscal 2019. Early adoption is permitted and the retrospective transition method should be applied. We are currently evaluating the impact this guidance will have on our consolidated financial statements.

In October 2016, the FASB issued guidance which requires companies to recognize the income tax effects of intercompany sales and transfers of assets, other than inventory, in the period in which the transfer occurs. The 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 and the modified retrospective transition method should be applied. We are currently evaluating the impact this guidance will have on our consolidated financial statements.

In August 2016, the FASB issued guidance which aims to eliminate diversity in practice in how certain cash receipts and cash payments are presented and classified in 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, 2017, our fiscal 2019. Early adoption is permitted and the retrospective transition method should be applied. We are currently evaluating the impact this guidance will have on our consolidated financial statements.

In June 2016, the FASB issued guidance that provides more decision-useful information about the expected credit losses on financial instruments and changes the loss impairment methodology. The guidance is effective for annual reporting periods and interim periods within those annual reporting periods beginning after December 15, 2019, our fiscal 2021. Early adoption is permitted for annual reporting periods and interim periods within those annual reporting periods beginning after December 15, 2018, our fiscal 2020. 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. While we are still evaluating the impact this guidance will have on our consolidated financial statements and related disclosures, we have completed our initial scoping reviews and have made progress in our assessment phase as we continue to identify our leasing processes that will be impacted by the new standard. We have also made progress in developing the policy elections we will make upon adoption and we are implementing software to meet the reporting requirements of this standard. We expect our financial statement disclosures will be expanded to present additional details of our leasing arrangements. At this time, we are unable to reasonably estimate the expected increase in assets and liabilities on our consolidated balance sheets or the impacts to our consolidated financial statements upon adoption.

In January 2016, the FASB issued guidance that requires most equity investments be measured at fair value, with subsequent other 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. It should be applied by means of a cumulative-effect adjustment to the balance sheet as of the beginning of the fiscal year of adoption, unless equity securities do not have readily determinable fair values, in which case the amendments should be applied prospectively. 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 plan to adopt this guidance using the modified retrospective transition method beginning in the first quarter of fiscal 2019. We continue to evaluate the impact of the adoption of this guidance, but currently, we do not expect the new guidance to materially impact our consolidated financial statements other than additional disclosure requirements.

Changes in Accounting Principles

In March 2016, the 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 and impact on earnings per share. The guidance is effective for annual reporting periods and interim periods within those annual reporting periods beginning after December 15, 2016, our fiscal 2018. We adopted this guidance in the first quarter of fiscal 2018. The guidance requires all income tax effects of share-based payment awards to be recognized in the consolidated statements of income when the awards vest or are settled, which is a change from the current guidance that requires such activity to be recorded in capital in excess of par value within stockholders' equity. We adopted this guidance prospectively which may create volatility in our effective tax rate when adopted depending largely on future events and other factors which may include our stock price, timing of stock option exercises, and the value realized upon vesting or exercise of shares compared to the grant date fair value of those shares. For the three months ended December 30, 2017, the recorded tax benefit was not material. In addition, when calculating potential common shares used to determine diluted earnings per share this guidance requires that assumed proceeds under the treasury stock method be modified to exclude the amount of excess tax benefits that would have been recognized in additional paid-in capital. These changes were applied on a prospective basis which did not have a material impact to diluted earnings per share for the three months ended December 30, 2017. Under the new guidance, companies can also make an accounting policy election to either estimate forfeitures each period or to account for forfeitures as they occur. We changed our accounting policy to account for forfeitures as they occur using the modified retrospective transition method which did not have a material impact on our consolidated financial statements. The guidance changes the presentation of excess tax benefits from a financing activity to an operating activity in the consolidated statements of cash flows. We applied this change prospectively, and thus, prior periods have not been adjusted. This guidance also requires the presentation related to cash paid to a taxing authority when shares are withheld to satisfy the statutory income tax withholding obligation to a financing activity in the consolidated statements of cash flows. The adoption of this standard did not have a material impact on our consolidated statements of cash flows.

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. The prospective transition method was applied. We adopted this guidance in the first quarter of fiscal 2018 and it did not have a material impact on our consolidated financial statements.

NOTE 2: ACQUISITIONS AND DISPOSITIONS

Acquisitions

On November 10, 2017, we acquired a value-added protein business for \$226 million, net of cash acquired, as part of our strategic expansion initiative. Its results, subsequent to the acquisition closing, are included in our Prepared Foods and Chicken segments. The preliminary purchase price allocation included \$21 million of net working capital, including \$10 million of cash acquired, \$13 million of Property, Plant and Equipment, \$90 million of Intangible Assets and \$112 million of Goodwill. All of the goodwill acquired is deductible for tax purposes. Certain estimated values for the acquisition, including goodwill, intangible assets, and property, plant and equipment, are not yet finalized and are subject to revision as additional information becomes available and more detailed analyses are completed.

On June 7, 2017, we acquired all of the outstanding common stock of AdvancePierre Foods Holdings, Inc. ("AdvancePierre") as part of our strategy to sustainably feed the world with the fastest growing portfolio of protein brands. The purchase price was equal to \$40.25 per share for AdvancePierre's outstanding common stock, or approximately \$3.2 billion. We funded the acquisition with existing cash on hand, net proceeds from the issuance of new senior notes and a new term loan facility, as well as borrowings under our commercial paper program. AdvancePierre's results from operations subsequent to the acquisition closing are included in the Prepared Foods and Chicken segments.

The following table summarizes the purchase price allocation and fair values of the assets acquired and liabilities assumed at the acquisition date of AdvancePierre. Certain estimated values for the acquisition, including goodwill, intangible assets, property, plant and equipment, and deferred income taxes, are not yet finalized and are subject to revision as additional information becomes available and more detailed analyses are completed. The purchase price was allocated based on information available at acquisition date. During the first quarter of fiscal 2018, we recorded measurement period adjustments which decreased goodwill by \$2 million, primarily related to updated information related to income taxes.

in millions

Cash and cash equivalents	\$	126
Accounts receivable		80
Inventories		272
Other current assets		5
Property, Plant and Equipment		302
Goodwill		2,980
Intangible Assets		1,515
Current debt		(1,148)
Accounts payable		(114)
Other current liabilities		(97)
Tax receivable agreement ("TRA") due to former shareholders		(223)
Long-Term Debt		(33)
Deferred Income Taxes		(455)
Other Liabilities		(3)
Net assets acquired	\$	3,207

The fair value of identifiable intangible assets is as follows:

			in millions	
Intangible Asset Category	Type	Life in Years		Fair Value
Brands & Trademarks	Amortizable	Weighted Average of 15 years	\$	390
Customer Relationships	Amortizable	Weighted Average of 15 years		1,125
Total identifiable intangible assets			\$	1,515

As a result of the acquisition, we recognized a total of \$2,980 million of goodwill. The purchase price was assigned to assets acquired and liabilities assumed based on their estimated fair values as of the date of acquisition, and any excess was allocated to goodwill, as shown in the table above. Goodwill represents the value we expect to achieve through the implementation of operational synergies and growth opportunities. We completed the allocation of goodwill to our segments in the first quarter of fiscal 2018 using the with-and-without approach of the estimated operating results and synergy impact to fair value of our reporting units. This resulted in \$2,412 million and \$568 million of goodwill allocated to our Prepared Foods and Chicken segments, respectively. Of the goodwill acquired, \$163 million related to previous AdvancePierre acquisitions is expected to be deductible for tax purposes.

We used various valuation techniques to determine fair value, with the primary techniques being discounted cash flow analysis, relief-from-royalty, and multi-period excess earnings valuation approaches, which use significant unobservable inputs, or Level 3 inputs, as defined by the fair value hierarchy. Under these valuation approaches, we are required to make estimates and assumptions about sales, operating margins, growth rates, royalty rates and discount rates based on budgets, business plans, economic projections, anticipated future cash flows and marketplace data.

The acquisition of AdvancePierre was accounted for using the acquisition method of accounting, and consequently, the results of operations for AdvancePierre are reported in our consolidated financial statements from the date of acquisition.

The following unaudited pro forma information presents the combined results of operations as if the acquisition of AdvancePierre had occurred at the beginning of fiscal 2016. AdvancePierre's pre-acquisition results have been added to our historical results. The pro forma results contained in the table below include adjustments for amortization of acquired intangibles, depreciation expense, interest expense related to the financing and related income taxes. Any potential cost savings or other operational efficiencies that could result from the acquisition are not included in these pro forma results.

These pro forma results have been prepared for comparative purposes only and are not necessarily indicative of the results of operations as they would have been had the acquisitions occurred on the assumed dates, nor is it necessarily an indication of future operating results.

in millions (unaudited)

Three Months Ended

December 31, 2016

Pro forma sales	\$	9,587
Pro forma net income attributable to Tyson		599
Pro forma net income per diluted share attributable to Tyson	\$	1.61

Dispositions

On April 24, 2017, we announced our intent to sell three non-protein businesses as part of our strategic focus on protein brands. These businesses, which are all part of our Prepared Foods segment, included Sara Lee® Frozen Bakery, Kettle and Van's® and produce items such as frozen desserts, waffles, snack bars, and soups, sauces and sides. The sale is also expected to include the Chef Pierre®, Bistro Collection®, Kettle Collection™, and Van's® brands, a license to use the Sara Lee® brand in various channels, as well as our Tarboro, North Carolina, Fort Worth, Texas, and Traverse City, Michigan, prepared foods facilities. The remaining assets and liabilities related to these businesses are classified as assets and liabilities held for sale in our Consolidated Condensed Balance Sheet at December 30, 2017 and September 30, 2017.

We completed the sale of our Kettle business on December 30, 2017, and received net proceeds of \$125 million including a working capital adjustment. As a result of the sale, we recorded a pretax gain of \$22 million, which is reflected in Cost of Sales in our Consolidated Condensed Statement of Income for the three months ended December 30, 2017. We utilized the net proceeds to pay down term loan debt.

We anticipate we will close on the sale of the Sara Lee® Frozen Bakery and Van's® businesses in the back half of fiscal 2018. In the first quarter of 2018, we recorded a pretax impairment charge totaling \$26 million, due to revised estimates of the businesses fair value based on current expected net sales proceeds. The impairment charge was recorded in Cost of Sales in our Consolidated Condensed Statement of Income for the three months ended December 30, 2017, and primarily consisted of goodwill previously classified within assets held for sale.

In the first quarter of fiscal 2018, we made the decision to sell an additional non-protein business as part of our strategic focus on protein brands. This business is included in our Prepared Foods segment and had a net carrying value of approximately \$50 million at December 30, 2017, which also included allocated goodwill. The net carrying value will change in future periods due to such items as normal business operations, timing of closing of the sale, as well as final negotiated deal terms. We anticipate we will be able to identify a buyer and close the transaction within the next twelve months and expect to record a pretax gain as a result of the sale of this business. We have reclassified the assets and liabilities related to this business to assets and liabilities held for sale in our Consolidated Condensed Balance Sheet as of December 30, 2017.

The Company concluded the businesses were not significant disposal groups and did not represent a strategic shift, and therefore were not classified as discontinued operations for any of the periods presented.

The following table summarizes the net assets and liabilities held for sale:

	in millions	
	December 30, 2017	September 30, 2017
Assets held for sale:		
Accounts receivable, net	\$ 2	\$ 2
Inventories	66	109
Net Property, Plant and Equipment	182	192
Other current assets	1	1
Goodwill	268	312
Intangible Assets, net	191	191
Total assets held for sale	\$ 710	\$ 807
Liabilities held for sale:		
Accounts payable	\$ 1	\$ 1
Other current liabilities	5	3
Total liabilities held for sale	\$ 6	\$ 4

NOTE 3: INVENTORIES

Processed products, livestock and supplies and other are valued at the lower of cost and net realizable value. 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 December 30, 2017, 64% of the cost of inventories was determined by the first-in, first-out ("FIFO") method as compared to 63% at September 30, 2017. 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):

	December 30, 2017	September 30, 2017
Processed products	\$ 1,904	\$ 1,947
Livestock	880	874
Supplies and other	429	418
Total inventory	\$ 3,213	\$ 3,239

NOTE 4: PROPERTY, PLANT AND EQUIPMENT

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

	December 30, 2017	September 30, 2017
Land	\$ 138	\$ 138
Buildings and leasehold improvements	3,961	3,878
Machinery and equipment	7,170	7,111
Land improvements and other	336	323
Buildings and equipment under construction	567	492
	12,172	11,942
Less accumulated depreciation	6,499	6,374
Net property, plant and equipment	\$ 5,673	\$ 5,568

NOTE 5: RESTRUCTURING AND RELATED CHARGES

In the fourth quarter of fiscal 2017, our Board of Directors approved a multi-year restructuring program (the "Financial Fitness Program"), which is expected to contribute to the Company's overall strategy of financial fitness through increased operational effectiveness and overhead reduction. The Company currently anticipates the Financial Fitness Program will result in cumulative pretax charges, once implemented, of approximately \$218 million which consist primarily of severance and employee related costs, asset impairments, accelerated depreciation, incremental costs to implement new technology, and contract termination costs. As part of this program, we anticipate eliminating approximately 600 positions across several areas and job levels with most of the eliminated positions originating from the corporate offices in Springdale, Arkansas; Chicago, Illinois; and Cincinnati, Ohio. In the first quarter of fiscal 2018, the Company recognized restructuring and related charges of \$19 million associated with the Financial Fitness Program.

The following table reflects the pretax impact of restructuring and related charges in our Consolidated Condensed Statements of Income:

	in millions	
	Three Months Ended	
	December 30, 2017	
Cost of Sales	\$	—
Selling, General and Administrative expenses		19
Total restructuring and related charges, pretax	\$	19

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The following table reflects the pretax impact of restructuring and related charges incurred in the first quarter of fiscal 2018 , the program charges to date and the total estimated program charges, by our reportable segments:

in millions

	Three Months Ended		Financial Fitness Program charges to date			
	December 30, 2017		December 30, 2017			
				Total estimated Financial Fitness Program charges		
Beef	\$	1	\$	9	\$	13
Pork		1		4		6
Chicken		9		65		89
Prepared Foods		8		90		109
Other		—		1		1
Total restructuring and related charges, pretax	\$	19	\$	169	\$	218

For the first quarter of fiscal 2018 , the restructuring and related charges consisted of \$3 million severance and employee related costs and \$16 million technology related costs.

The following table reflects our liability related to restructuring charges which were recognized in other current liabilities in our Consolidated Condensed Balance Sheets as of December 30, 2017 :

in millions

	Liability as of September 30, 2017				Liability as of December 30, 2017					
		Restructuring charges	Payments	Other		Restructuring charges	Payments	Other		
Severance and employee related costs	\$	47	\$	3	\$	12	\$	—	\$	38
Contract termination		22		—		1		—		21
Total	\$	69	\$	3	\$	13	\$	—	\$	59

NOTE 6: OTHER CURRENT LIABILITIES

Other current liabilities are as follows (in millions):

	December 30, 2017	September 30, 2017		
Accrued salaries, wages and benefits	\$	468	\$	673
Other		945		751
Total other current liabilities	\$	1,413	\$	1,424

NOTE 7: DEBT

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

	December 30, 2017	September 30, 2017
Revolving credit facility	\$ 5	\$ —
Commercial paper	682	778
Senior notes:		
7.00% Notes due May 2018	120	120
Notes due May 2019 (2019 Floating-Rate Notes) (1.93% at 12/30/2017)	300	300
2.65% Notes due August 2019	1,000	1,000
Notes due June 2020 (2020 Floating-Rate Notes) (2.04% at 12/30/2017)	350	350
Notes due August 2020 (August 2020 Floating-Rate Notes) (1.89% at 12/30/2017)	400	400
4.10% Notes due September 2020	282	282
2.25% Notes due August 2021 (2021 Notes)	500	500
4.50% Senior notes due June 2022	1,000	1,000
3.95% Notes due August 2024	1,250	1,250
3.55% Notes due June 2027 (2027 Notes)	1,350	1,350
7.00% Notes due January 2028	18	18
6.13% Notes due November 2032	162	162
4.88% Notes due August 2034	500	500
5.15% Notes due August 2044	500	500
4.55% Notes due June 2047 (2047 Notes)	750	750
Discount on senior notes	(14)	(15)
Term loans:		
Tranche B due August 2019	—	427
Tranche B due August 2020 (2.43% at 12/30/2017)	500	500
Other	78	81
Unamortized debt issuance costs	(47)	(50)
Total debt	9,686	10,203
Less current debt	811	906
Total long-term debt	\$ 8,875	\$ 9,297

Revolving Credit Facility

We have a \$1.5 billion revolving credit facility that supports short-term funding needs and letters of credit and will mature and the commitments thereunder will terminate in May 2022. Amounts available for borrowing under this facility totaled \$1,488 million at December 30, 2017, net of outstanding letters of credit and outstanding borrowings. At December 30, 2017, we had outstanding letters of credit issued under this facility totaling \$7 million, none of which were drawn upon. We had an additional \$100 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 and workers' compensation insurance programs and other legal obligations.

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.

Commercial Paper Program

We have a commercial paper program under which we may issue unsecured short-term promissory notes ("commercial paper") up to an aggregate maximum principal amount of \$800 million as of December 30, 2017. As of December 30, 2017, we had \$682 million of commercial paper outstanding at a weighted average interest rate of 1.85% with maturities of less than 45 days.

Term Loan Tranche B due August 2019

During the first quarter of fiscal 2018, we extinguished the \$427 million outstanding balance of the Term Loan Tranche B due in August 2019 using cash on hand and proceeds received from the sale of a non-protein business.

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 December 30, 2017 .

NOTE 8: EQUITY**Share Repurchases**

As of December 30, 2017 , 26.3 million shares remained available for repurchase 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			
	December 30, 2017		December 31, 2016	
	Shares	Dollars	Shares	Dollars
Shares repurchased:				
Under share repurchase program	1.5	\$ 120	8.6	\$ 550
To fund certain obligations under equity compensation plans	0.6	44	0.4	26
Total share repurchases	2.1	\$ 164	9.0	\$ 576

NOTE 9: INCOME TAXES

On December 22, 2017, President Trump signed into law the "Tax Cuts and Jobs Act" (the "Tax Act"). The Tax Act includes significant changes to the U.S. tax code that will affect our fiscal year ending September 29, 2018, and future periods, including, but not limited to, (1) reducing the corporate federal income tax rate from 35% to 21% , (2) bonus depreciation that will allow for full expensing of qualified property in the year placed in service, and (3) a general elimination of U.S. federal income taxes on dividends from foreign subsidiaries. Section 15 of the Internal Revenue Code (the "Code") stipulates that our fiscal year ending September 29, 2018, will have a blended corporate tax rate of 24.5% , which is based on the applicable tax rates before and after the Tax Act and the number of days in the year. Additionally, the Tax Act includes the repeal of the domestic production activity deduction, a new provision designed to tax global intangible low-taxed income ("GILTI"), a new provision which allows a deduction for foreign-derived intangible income ("FDII"), and a new provision which institutes a base erosion and anti-abuse tax ("BEAT"), beginning with our fiscal year 2019. We are still evaluating these new international provisions; however, we do not expect them to have a material impact to our financial statements.

Changes in the Code from the Tax Act had a material impact on our financial statements in the first quarter of 2018. Under generally accepted accounting principles ("U.S. GAAP") specifically ASC Topic 740, *Income Taxes*, the tax effects of changes in tax laws must be recognized in the period in which the law is enacted, or December 22, 2017, for the Tax Act. ASC 740 also requires deferred tax assets and liabilities to be measured at the enacted tax rate expected to apply when temporary differences are to be realized or settled. Thus, at the date of enactment, the Company's deferred taxes were re-measured based upon the new tax rates. The change in deferred taxes is recorded as an adjustment to our deferred tax provision.

The staff of the U.S. Securities and Exchange Commission has recognized the complexity of reflecting the impacts of the Tax Act and issued guidance in Staff Accounting Bulletin 118 ("SAB 118"), which clarifies accounting for income taxes under ASC 740 if information is not yet available or complete and provides for up to a one year period in which to complete the required analyses and accounting (the "measurement period"). SAB 118 describes three scenarios (or "buckets") associated with a company's status of accounting for income tax reform: (1) a company is complete with its accounting for certain effects of tax reform, (2) a company is able to determine a reasonable estimate for certain effects of tax reform and records that estimate as a provisional amount, or (3) a company is not able to determine a reasonable estimate and therefore continues to apply ASC 740, based on the provisions of the tax laws that were in effect immediately prior to the Tax Act being enacted.

Our accounting for the Tax Act is incomplete. However, we were able to make reasonable estimates of certain effects and, therefore, recorded provisional adjustments as follows:

Corporate Tax Rate Reduction: The Tax Act reduced the corporate tax rate from 35% to 21% , effective January 1, 2018. This results in a blended corporate tax rate of 24.5% in fiscal year 2018 and 21% thereafter. We analyzed our domestic deferred tax balances to estimate which of those balances are expected to reverse in fiscal 2018 or thereafter, and we re-measured the deferred taxes at 24.5% or 21% accordingly. In the three months ended December 30, 2017, we recorded a discrete net deferred income tax benefit of \$994 million with a corresponding provisional reduction to our net deferred income tax liability. This estimate may change as we receive additional information about the timing of deferred income tax reversals.

Transition Tax: The Tax Act requires a one-time Deemed Repatriation Transition Tax on previously untaxed net accumulated and current earnings and profits of our foreign subsidiaries. Based on our analysis of our foreign earnings and profits, net of deficits and foreign tax credits, we do not expect any transition tax to be due for the Company.

Our accounting for the following element of the Tax Act is incomplete, and we were not yet able to make reasonable estimates of the effects. Therefore, no provisional adjustments were recorded.

GILTI: The Tax Act creates a new requirement in tax years beginning after December 31, 2017, that certain income (i.e., GILTI) earned by controlled foreign corporations ("CFCs") must be included currently in the gross income of the CFCs' U.S. shareholder. Because of the complexity of the new GILTI tax rules, we continue to evaluate this provision of the Tax Act and the application of ASC 740. Under U.S. GAAP, we are allowed to make an accounting policy choice of either (1) treating taxes due on future U.S. inclusions in taxable income related to GILTI as a current-period expense when incurred (the "period cost method") or (2) factoring such amounts into a company's measurement of its deferred taxes (the "deferred method"). Our selection of an accounting policy with respect to the new GILTI tax rules will depend, in part, on analyzing our global income to determine whether we expect to have future U.S. inclusions in taxable income related to GILTI and, if so, what the impact is expected to be. Since future U.S. inclusions in taxable income related to GILTI depends on not only our current ownership structure and estimated future results of global operations but also our intent and ability to modify such structure and/or our business, we are not yet able to reasonably estimate the effect of this provision of the Tax Act. Therefore, we have not made any adjustments related to potential GILTI tax in our financial statements and have not made a policy decision regarding whether to record deferred taxes on GILTI.

The changes included in the Tax Act are broad and complex. The final transition impacts of the Tax Act may differ from the above estimates, due to, among other things, changes in interpretations of the Tax Act, any legislative action to address questions that arise because of the Tax Act, any changes in accounting standards for income taxes or related interpretations in response to the Tax Act, or any updates or changes to estimates the company has utilized to calculate the impacts.

The effective tax rate was (93.8)% and 34.9% for the first quarter of fiscal 2018 and 2017 , respectively. The remeasurement of deferred income taxes at newly enacted tax rates resulted in a \$994 million income tax benefit, or a (118.1)% impact on the effective tax rate in the first quarter, and the newly enacted tax legislation resulted in a 24.5% statutory federal income tax rate for fiscal 2018 . The effective tax rate for the first quarter 2018 also includes (2.3)% impact related to excess tax benefits associated with share-based payments to employees. Additionally, the effective tax rates for the first quarter of fiscal 2018 and fiscal 2017 were impacted by such items as the domestic production deduction and state income taxes.

Unrecognized tax benefits were \$305 million and \$316 million at December 30, 2017 , and September 30, 2017 , respectively.

We estimate that during the next twelve months it is reasonably possible that unrecognized tax benefits could decrease by as much as \$12 million primarily due to expiration of statutes of limitations in various jurisdictions.

As of September 30, 2017, we had accumulated undistributed earnings of foreign subsidiaries aggregating approximately \$182 million . The Tax Act generally eliminates U.S. federal income taxes on dividends from foreign subsidiaries after December 31, 2017. As a result, our intention is that excess cash held by our foreign subsidiaries that is not subject to regulatory restrictions is expected to be repatriated net of applicable withholding taxes which are expected to be immaterial. The remainder of accumulated undistributed earnings are expected to be indefinitely reinvested outside of the United States.

NOTE 10: OTHER INCOME AND CHARGES

During the first quarter of fiscal 2018 , we recorded \$3 million of equity earnings in joint ventures and \$3 million in net foreign currency exchange losses, which were recorded in the Consolidated Condensed Statements of Income in Other, net.

During the first quarter of fiscal 2017 , we recorded \$16 million of legal cost related to a 1995 plant closure of an apparel manufacturing facility operated by a former subsidiary of The Hillshire Brands Company, which we acquired in fiscal 2014, \$3 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.

NOTE 11: 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	
	December 30, 2017	December 31, 2016
Numerator:		
Net income	\$ 1,632	\$ 594
Less: Net income attributable to noncontrolling interests	1	1
Net income attributable to Tyson	1,631	593
Less dividends declared:		
Class A	111	86
Class B	24	19
Undistributed earnings	\$ 1,496	\$ 488
Class A undistributed earnings	\$ 1,233	\$ 403
Class B undistributed earnings	263	85
Total undistributed earnings	\$ 1,496	\$ 488
Denominator:		
Denominator for basic earnings per share:		
Class A weighted average shares	296	297
Class B weighted average shares, and shares under the if-converted method for diluted earnings per share	70	70
Effect of dilutive securities:		
Stock options, restricted stock and performance units	5	6
Denominator for diluted earnings per share – adjusted weighted average shares and assumed conversions	371	373
Net income per share attributable to Tyson:		
Class A basic	\$ 4.54	\$ 1.64
Class B basic	\$ 4.09	\$ 1.49
Diluted	\$ 4.40	\$ 1.59

Approximately 1 million of our stock-based compensation shares were antidilutive for the three months ended December 30, 2017 and approximately 2 million for the three months ended December 31, 2016. 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 12: 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 December 30, 2017 .

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

	Metric	December 30, 2017	September 30, 2017
Commodity:			
Corn	Bushels	55	55
Soy meal	Tons	452,600	475,200
Live cattle	Pounds	252	211
Lean hogs	Pounds	212	240
Foreign currency	United States dollar \$	53 \$	58

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 months ended December 30, 2017 , and December 31, 2016 . As of December 30, 2017 , the net amounts expected to be reclassified into earnings within the next 12 months are pretax losses of \$3 million . During the three months ended December 30, 2017 , and December 31, 2016 , 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	
	December 30, 2017	December 31, 2016		December 30, 2017	December 31, 2016
Cash flow hedge – derivatives designated as hedging instruments:					
Commodity contracts	\$ (2)	\$ 1	Cost of sales	\$ (1)	\$ (4)
Foreign exchange contracts	—	—	Other income/expense	—	—
Total	\$ (2)	\$ 1		\$ (1)	\$ (4)

Fair Value Hedges

We designate certain derivative contracts as fair value hedges of firm commitments to purchase livestock for harvest. 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.

	Consolidated Condensed Statements of Income Classification	Three Months Ended	
		December 30, 2017	December 31, 2016
Gain (Loss) on forwards	Cost of sales	\$ (7)	\$ 28
Gain (Loss) on purchase contract	Cost of sales	7	(28)

Ineffectiveness related to our fair value hedges was not significant for the three months ended December 30, 2017, and December 31, 2016.

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	Three Months Ended		Gain (Loss) Recognized in Earnings
		Three Months Ended		
		December 30, 2017	December 31, 2016	
Derivatives not designated as hedging instruments:				
Commodity contracts	Sales	\$ 9	\$ 51	
Commodity contracts	Cost of sales	(22)	(1)	
Foreign exchange contracts	Other income/expense	—	—	
Total		\$ (13)	\$ 50	

The fair value of all outstanding derivative instruments in the Consolidated Condensed Balance Sheets are included in Note 13: Fair Value Measurements.

NOTE 13: 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):

December 30, 2017	Level 1	Level 2	Level 3	Netting (a)	Total
Assets:					
Derivative financial instruments:					
Designated as hedges	\$ —	\$ 6	\$ —	\$ 2	\$ 8
Undesignated	—	16	—	3	19
Available-for-sale securities:					
Current	—	1	1	—	2
Non-current	—	46	50	—	96
Deferred compensation assets	13	292	—	—	305
Total assets	\$ 13	\$ 361	\$ 51	\$ 5	\$ 430
Liabilities:					
Derivative financial instruments:					
Designated as hedges	\$ —	\$ 12	\$ —	\$ (12)	\$ —
Undesignated	—	18	—	(15)	3
Total liabilities	\$ —	\$ 30	\$ —	\$ (27)	\$ 3

September 30, 2017	Level 1	Level 2	Level 3	Netting (a)	Total
Assets:					
Derivative financial instruments:					
Designated as hedges	\$ —	\$ 10	\$ —	\$ (1)	\$ 9
Undesignated	—	24	—	(3)	21
Available-for-sale securities:					
Current	—	2	1	—	3
Non-current	—	45	50	—	95
Deferred compensation assets	23	272	—	—	295
Total assets	\$ 23	\$ 353	\$ 51	\$ (4)	\$ 423
Liabilities:					
Derivative financial instruments:					
Designated as hedges	\$ —	\$ 9	\$ —	\$ (9)	\$ —
Undesignated	—	21	—	(17)	4
Total liabilities	\$ —	\$ 30	\$ —	\$ (26)	\$ 4

(a) Our derivative assets and liabilities are presented in our Consolidated Condensed Balance Sheets on a net basis when a legally enforceable master netting arrangement exists between the counterparty to a derivative contract and us. Additionally, at December 30, 2017, and September 30, 2017, we had \$33 million and \$22 million, respectively, of cash collateral posted with various counterparties where master netting arrangements exist 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):

	Three Months Ended	
	December 30, 2017	December 31, 2016
Balance at beginning of year	\$ 51	\$ 57
Total realized and unrealized gains (losses):		
Included in earnings	—	—
Included in other comprehensive income (loss)	—	(1)
Purchases	4	4
Issuances	—	—
Settlements	(5)	(5)
Balance at end of period	\$ 50	\$ 55
Total gains (losses) for the three-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 12: 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 31 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):

	December 30, 2017			September 30, 2017		
	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	\$ 48	\$ 47	\$ (1)	\$ 47	\$ 47	\$ —
Corporate and asset-backed	50	50	—	51	51	—

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 months ended December 30, 2017, and December 31, 2016. No other than temporary losses were deferred in OCI as of December 30, 2017, and September 30, 2017.

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.

In the first quarter of fiscal 2018, we recorded a \$26 million impairment charge related to the expected sale of non-protein businesses held for sale, due to revised estimates of the businesses' fair value based on current expected net sales proceeds. The impairment charge was recorded in Cost of Sales in our Consolidated Condensed Statement of Income for the first quarter of fiscal 2018, and primarily consisted of Goodwill previously classified within Assets held for sale. Our valuation included unobservable Level 3 inputs and was based on expected sales proceeds from a competitive bidding process and ongoing discussions with potential buyers.

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 months ended December 31, 2016.

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):

	December 30, 2017		September 30, 2017	
	Fair Value	Carrying Value	Fair Value	Carrying Value
Total debt	\$ 10,058	\$ 9,686	\$ 10,591	\$ 10,203

NOTE 14: PENSION AND OTHER POSTRETIREMENT BENEFIT PLANS

The components of the net periodic cost for the pension and postretirement benefit plans for the three months ended December 30, 2017, and December 31, 2016, are as follows (in millions):

	Pension Plans			
	Three Months Ended			
	December 30, 2017		December 31, 2016	
Service cost	\$	2	\$	3
Interest cost		16		16
Expected return on plan assets		(16)		(15)
Amortization of:				
Net actuarial loss		1		2
Net periodic cost	\$	3	\$	6

	Postretirement Benefit Plans			
	Three Months Ended			
	December 30, 2017		December 31, 2016	
Amortization of:				
Prior service credit	\$	(6)	\$	(6)
Net periodic cost (credit)	\$	(6)	\$	(6)

We made a lump-sum settlement payment of \$4 million for the three months ended December 30, 2017 to a certain deferred vested participant within one of our non-qualified pension plans.

We contributed \$5 million and \$9 million to our pension plans for the three months ended December 30, 2017, and December 31, 2016, respectively. We expect to contribute an additional \$37 million during the remainder of fiscal 2018. 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 2018 may differ from the current estimate.

NOTE 15: 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					
	December 30, 2017			December 31, 2016		
	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)	\$ —	\$ 4	\$ (2)	\$ 2
Unrealized gain (loss)	(2)	1	(1)	1	—	1
Investments:						
Unrealized gain (loss)	(1)	1	—	(1)	—	(1)
Currency translation:						
Translation adjustment	1	—	1	(14)	—	(14)
Postretirement benefits	2	—	2	(4)	1	(3)
Total other comprehensive income (loss)	\$ 1	\$ 1	\$ 2	\$ (14)	\$ (1)	\$ (15)

NOTE 16: SEGMENT REPORTING

We operate in four reportable segments: Beef, Pork, Chicken, and Prepared Foods. We measure segment profit as operating income (loss). Other primarily includes our foreign chicken production operations in China and India, third-party merger and integration costs and corporate overhead related to Tyson New Ventures, LLC.

On June 7, 2017, we acquired AdvancePierre, a producer and distributor of value-added, convenient, ready-to-eat sandwiches, sandwich components and other entrées and snacks. On November 10, 2017, we acquired a value-added protein business. The results from operations subsequent to the acquisition closings are included in the Prepared Foods and Chicken segments.

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.

Chicken: Chicken includes our domestic operations related to raising and processing live chickens into, and purchasing raw materials for, fresh, frozen and value-added chicken products, as well as sales from allied products. Our value-added chicken products primarily include breaded chicken strips, nuggets, patties and other ready-to-fix or fully cooked chicken parts. 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.

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®, as well as artisanal brands Aidells®, Gallo Salame®, and Golden Island®. Products primarily include ready-to-eat sandwiches, sandwich components such as flame-grilled hamburgers and Philly steaks, pepperoni, bacon, breakfast sausage, turkey, lunchmeat, hot dogs, pizza crusts and toppings, flour and corn tortilla products, desserts, appetizers, snacks, 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 and corporate overhead related to Tyson New Ventures, LLC, which are included in Other.

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

	Three Months Ended	
	December 30, 2017	December 31, 2016
Sales:		
Beef	\$ 3,886	\$ 3,528
Pork	1,283	1,252
Chicken	2,997	2,706
Prepared Foods	2,292	1,895
Other	88	90
Intersegment sales	(317)	(289)
Total sales	\$ 10,229	\$ 9,182
Operating income (loss):		
Beef	\$ 256	\$ 299
Pork	151	247
Chicken	272	263
Prepared Foods	261	190
Other	(13) ^(a)	(17)
Total operating income	927	982
Total other (income) expense	85	70
Income before income taxes	\$ 842	\$ 912

(a) Other operating loss includes third-party merger and integration costs and corporate overhead of Tyson New Ventures, LLC of \$4 million and \$7 million for the three months ended December 30, 2017, and December 31, 2016, respectively.

The Beef segment had sales of \$94 million and \$72 million in the first quarter of fiscal 2018 and 2017, respectively, from transactions with other operating segments of the Company. The Pork segment had sales of \$201 million and \$210 million in the first quarter of fiscal 2018 and 2017, respectively, from transactions with other operating segments of the Company. The Chicken segment had sales of \$22 million and \$7 million in the first quarter of fiscal 2018 and 2017, 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 17: 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. The remaining terms of the underlying debt cover periods up to 10 years, and the maximum potential amount of future payments as of December 30, 2017, was \$26 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 10 years. The maximum potential amount of the residual value guarantees is \$112 million, of which \$103 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 December 30, 2017, and September 30, 2017, 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 December 30, 2017, was approximately \$370 million. We had \$1 million of receivables under this program at December 30, 2017, and there were no receivables under this program at September 30, 2017. 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 December 30, 2017, and September 30, 2017.

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 December 30, 2017, total amount under these types of arrangements totaled \$636 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. Unless noted otherwise below, we 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 four 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.

- 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. On remand, the trial court determined that the lump sum award should be allocated to class participants according to the method prescribed by plaintiffs' expert at trial. Subsequently, a joint notice advising the court of a global settlement of this case, the Edwards matter (described below), and the consolidated Murray and DeVoss

matter (also described below) was filed. The parties agreed to settle all three matters for a total payment of \$12.6 million, inclusive of wages, penalties, interest, attorneys' fees and costs, and costs of settlement administration. The trial court approved the settlement, which became a final order on December 21, 2017, and a stipulation of dismissal was filed on December 22, 2017. A satisfaction of judgment in this case was filed on January 12, 2018.

- [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 a judgment in our favor with respect to the plaintiffs' claims. The plaintiffs have filed a motion to modify this judgment. A joint motion for preliminary approval of the collective and class action settlement was filed on July 7, 2017. Please see the above Bouaphakeo description for additional details of a global settlement.
- [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 consolidated cases involve our Joslin, Illinois beef plant. A joint notice of settlement and a request to stay the proceedings was filed with and granted by the court on June 28, 2017. Please see the above Bouaphakeo description for additional details of a global settlement.
- [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. The court preliminarily approved the joint motion for settlement, entered an order of final approval on December 5, 2017, and then dismissed the case.

On September 2, 2016, Maplevale Farms, Inc., acting on behalf of itself and a putative class of direct purchasers of poultry products, filed a class action complaint against us and certain of our poultry subsidiaries, as well as several other poultry processing companies, in the Northern District of Illinois. Subsequent to the filing of this initial complaint, additional lawsuits making similar claims on behalf of putative classes of direct and indirect purchasers were filed in the United States District Court for the Northern District of Illinois. The court consolidated the complaints, for pre-trial purposes, into actions on behalf of three different putative classes: direct purchasers, indirect purchasers/consumers and commercial/institutional indirect purchasers. These three actions are styled In re Broiler Chicken Antitrust Litigation. Several amended and consolidated complaints have been filed on behalf of each putative class. The currently operative complaints allege, among other things, that beginning in January 2008 the defendants conspired and combined to fix, raise, maintain, and stabilize the price of broiler chickens in violation of United States antitrust laws. The complaints on behalf of the putative classes of indirect purchasers also include causes of action under various state unfair competition laws, consumer protection laws, and unjust enrichment common laws. The complaints also allege that defendants "manipulated and artificially inflated a widely used Broiler price index, the Georgia Dock." It is further alleged that the defendants concealed this conduct from the plaintiffs and the members of the putative classes. The plaintiffs are seeking treble damages, injunctive relief, pre- and post-judgment interest, costs, and attorneys' fees on behalf of the putative classes. The court issued a ruling on November 20, 2017 denying all defendants' motions to dismiss. The litigation is currently in a discovery phase. Decisions on class certification and summary judgment motions likely to be filed by defendants are not expected before the latter part of calendar year 2020 under the scheduling order currently governing the case. Scheduling for trial, if necessary, will occur after rulings on class certification and any summary judgment motions. Certain putative class members have opted out of this matter and are proceeding separately, and others may do so in the future.

On October 17, 2016, William Huser, acting on behalf of himself and a putative class of persons who purchased shares of Tyson Foods' stock between November 23, 2015, and October 7, 2016, filed a class action complaint against Tyson Foods, Inc., Donnie Smith and Dennis Leatherby in the Central District of California. The complaint alleged, among other things, that our periodic filings contained materially false and misleading statements by failing to disclose that the Company has colluded with other producers to manipulate the supply of broiler chickens in order to keep supply artificially low, as alleged in In re Broiler Chicken Antitrust Litigation. Subsequent to the filing of this initial complaint, additional lawsuits making similar claims were filed in the United States District Courts for the Southern District of New York, the Western District of Arkansas, and the Southern District of Ohio. Each of those cases have now been transferred to the United States District Court for the Western District of Arkansas and consolidated, and lead plaintiffs have been appointed. A consolidated complaint was filed on March 22, 2017 (which also named additional individual defendants). The consolidated complaint seeks damages, pre- and post-judgment interest, costs, and attorneys' fees. We filed a motion to dismiss this complaint, which the court granted on July 26, 2017. The plaintiffs filed a motion to amend or alter the judgment and to submit an amended complaint. That motion is pending.

On March 1, 2017, we received a civil investigative demand (CID) from the Office of the Attorney General, Department of Legal Affairs, of the State of Florida. The CID requests information primarily related to possible anticompetitive conduct in connection with the Georgia Dock, a chicken products pricing index formerly published by the Georgia Department of Agriculture. We are cooperating with the Attorney General's office.

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 was 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 in 1995 by Aris Philippines, Inc., a former subsidiary of The Hillshire Brands Company. In late 2004, a labor arbiter ruled against the respondents and awarded the complainants PHP 3,453,664,710 (approximately US \$69 million) in damages and fees. The respondents appealed the labor arbiter'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 certain other respondents in exchange for payments allocated by the court among the complainants in an amount not to exceed PHP 342,287,800 (approximately US \$6.8 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' settlement motion and all motions for reconsideration thereof. The Supreme Court of the Philippines also set aside as premature the NLRC's December 2006 ruling. As a result, the cases were remanded back before the NLRC to rule on the merits of the case. On December 15, 2016, we learned that the NLRC rendered its decision on November 29, 2016, regarding the respondents' appeals regarding the labor arbiter's 2004 ruling in favor of the complainants. The NLRC increased the award for 4,922 of the total 5,984 complainants to PHP 14,858,495,937 (approximately US \$297 million). However, the NLRC approved a prior settlement reached with the group comprising approximately 18% of the class of 5,984 complainants, pursuant to which The Hillshire Brands Company agreed to pay each settling complainant PHP 68,000 (approximately US \$1,360). The settlement payment was made on December 21, 2016, to the NLRC, which is responsible for distributing the funds to each settling complainant. On December 27, 2016, the respondents filed motions for reconsideration with the NLRC asking that the award be set aside. The NLRC denied respondents' motions for reconsideration in a resolution received on May 5, 2017, and entered a judgment on the award on July 24, 2017. Previously, from May 10, 2017 to May 12, 2017, Aris Philippines, Inc., Sara Lee Corporation and Sara Lee Philippines, Inc. each filed petitions for certiorari with requests for an immediate temporary restraining order and a writ of permanent injunction with the Philippines Court of Appeals. On August 18, 2017, the Court of Appeals granted a temporary restraining order precluding execution of the NLRC judgment against Aris Philippines, Inc., Sara Lee Corporation and Sara Lee Philippines, Inc. On November 23, 2017, the Court of Appeals granted a writ of preliminary injunction that will preclude execution of the NLRC judgment during the pendency of the appeal. We have recorded an accrual for this matter for the amount of loss that, at this time, we deem probable and enforceable. This accrual is reflected in the Company's consolidated condensed financial statements and reflects an amount significantly less than the amount awarded by the labor arbiter in 2004 (i.e., PHP 3,453,664,710 (approximately US \$69 million)). The ultimate enforceable loss is uncertain, and if our accrual is not adequate, an adverse outcome could have a material effect on the consolidated financial condition or results of operations.

The Hillshire Brands Company was named as a defendant in an asbestos exposure case filed by Mark Lopez in May 2014 in the Superior Court of Alameda County, California. Mr. Lopez was diagnosed with mesothelioma in January 2014 and is now deceased. Mr. Lopez's family members asserted negligence, premises liability and strict liability claims related to Mr. Lopez's alleged asbestos exposure from 1954-1986 from the Union Sugar plant in Betteravia, California. The plant, which was sold in 1986, was owned by entities that were predecessors-in-interest to The Hillshire Brands Company. In August 2017, the jury returned a verdict of approximately \$13 million in favor of the plaintiffs, and a judgment was entered. We have appealed the judgment.

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 and a recognized leader in protein. Founded in 1935 by John W. Tyson and grown under three generations of family leadership, the Company has a broad portfolio of products and brands like Tyson®, Jimmy Dean®, Hillshire Farm®, Ball Park®, Wright®, Aidells®, ibp® and State Fair®. 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: Beef, Pork, Chicken, and Prepared Foods. Other primarily includes our foreign chicken production operations in China and India, third-party merger and integration costs and corporate overhead related to Tyson New Ventures, LLC.

On June 7, 2017, we acquired and consolidated AdvancePierre Foods Holdings, Inc. ("AdvancePierre"), a producer and distributor of value-added, convenient, ready-to-eat sandwiches, sandwich components and other entrées and snacks. AdvancePierre's results from operations subsequent to the acquisition closing are included in the Prepared Foods and Chicken segments.

Overview

- General – Our operating income of \$927 million remained strong in the first quarter of fiscal 2018, although down 5.6% from last year's record results, driven by record operating income in our Prepared Foods segment and strong performance in our Beef, Pork and Chicken segments. Sales increased 11.4% in the first quarter of fiscal 2018 over the first quarter of fiscal 2017, primarily driven by stronger demand for our beef and chicken products and the incremental impact from the acquisition of AdvancePierre.
- Market Environment - According to the United States Department of Agriculture (USDA), domestic protein production (beef, pork, chicken and turkey) increased approximately 3% in the first quarter of fiscal 2018 compared to the same period in fiscal 2017. The Beef segment experienced higher live cattle costs, strong export demand and more favorable domestic market conditions associated with an increase in cattle supply. Despite increased domestic availability of pork products, live hog markets rose which increased input costs for the Pork segment. There was stronger demand for our chicken products and slightly lower feed ingredient costs, which benefited the Chicken segment. Our Prepared Foods segment had improved demand for our foodservice products but experienced a decline in retail as well as higher input costs of approximately \$45 million.
- Margins – Our total operating margin was 9.1% in the first quarter of fiscal 2018. Operating margins by segment were as follows:
 - Beef – 6.6%
 - Pork – 11.8%
 - Chicken – 9.1%
 - Prepared Foods – 11.4%
- Liquidity – We generated \$1.1 billion of operating cash flows during the three months of fiscal 2018. At December 30, 2017, we had approximately \$1.1 billion of liquidity, which included availability under our revolving credit facility after deducting amounts to backstop our commercial paper program and \$293 million of cash and cash equivalents.
- Strategy - Our strategy is to sustainably feed the world with the fastest growing portfolio of protein brands. We intend to accomplish this by growing our portfolio of protein brands and delivering food at scale, which will be enabled by driving profitable growth with and for our customers through differentiated capabilities and creating fuel for reinvestment through a disciplined financial fitness model.
 - On June 7, 2017, we acquired all of the outstanding stock of AdvancePierre as part of our overall strategy. The purchase price was equal to \$40.25 per share in cash for AdvancePierre's outstanding common stock, or approximately \$3.2 billion. We funded the acquisition with existing cash on hand, net proceeds from the issuance of new senior notes, as well as borrowings under our commercial paper program and new term loan facility. AdvancePierre's results from operations subsequent to the acquisition closing are included in the Prepared Foods and Chicken segments. For further description refer to Part I, Item 1, Notes to the Consolidated Condensed Financial Statements, Note 2: Acquisitions and Dispositions.
 - In April 2017, we announced our intent to sell three non-protein businesses, Sara Lee® Frozen Bakery, Kettle and Van's®. In the first quarter of fiscal 2018, we made the decision to sell an additional non-protein business, which has a carrying value of approximately \$50 million. All of these non-protein businesses are part of our Prepared Foods segment and are being sold as part of our strategic focus on protein brands. We completed the sale of our Kettle business on December 30, 2017, and received net proceeds of \$125 million which were used to pay down debt. As a result of the sale, we recorded a pretax gain of \$22 million. We reclassified the assets and liabilities related to these

remaining businesses to assets and liabilities held for sale in our Consolidated Condensed Balance Sheet at December 30, 2017. In the first quarter of 2018, we recorded a pretax impairment charge totaling \$26 million, due to revised estimates of the businesses' fair value based on current expected net sales proceeds. The impairment charge was recorded in Cost of Sales in our Consolidated Condensed Statement of Income for the three months ended December 30, 2017, and primarily consisted of goodwill previously classified within assets held for sale. The net carrying value of the combined held for sale businesses at December 30, 2017 was \$704 million. We anticipate we will close on the sale of the Sara Lee® Frozen Bakery, Van's® and the additional non-protein business in the back half of fiscal 2018. For further description refer to Part I, Item 1, Notes to the Consolidated Condensed Financial Statements, Note 2: Acquisitions and Dispositions.

- In the fourth quarter of fiscal 2017, our Board of Directors approved a multi-year restructuring program (the “Financial Fitness Program”), which is expected to contribute to the Company’s overall strategy of financial fitness through increased operational effectiveness and overhead reduction. Through a combination of synergies from the integration of AdvancePierre and additional elimination of non-valued added costs, the Financial Fitness Program is estimated to result in cumulative net savings of \$200 million in fiscal 2018, \$400 million in fiscal 2019 including new savings of \$200 million, and \$600 million in fiscal 2020 including additional savings of \$200 million. Approximately 50-60% of these net savings, which are focused on supply chain, procurement, and overhead improvements, are expected to be realized in the Prepared Foods segment with the majority of the remaining net savings impacting the Chicken segment. Additionally, we estimate that approximately 75% of the net savings will be reflected in Cost of Sales in our Consolidated Statement of Income, with the remaining in Selling, General and Administrative. In the first quarter of fiscal 2018, we realized \$37 million of Financial Fitness Program cost savings.

As part of the Financial Fitness Program, we anticipate eliminating approximately 600 positions across several areas and job levels with most of the eliminated positions originating from the corporate offices in Springdale, Arkansas; Chicago, Illinois; and Cincinnati, Ohio. As a result, in the first quarter of fiscal 2018, the Company recognized restructuring and related charges of \$19 million that consisted of \$3 million severance and employee related costs and \$16 million technology related costs. The Company currently anticipates the Financial Fitness Program will result in cumulative pretax charges, once implemented, of approximately \$218 million which consist primarily of severance and employee related costs, asset impairments, accelerated depreciation, incremental costs to implement new technology, and contract termination costs. Through December 30, 2017, \$169 million of the estimated \$218 million total pretax charges, has been recognized. The following tables set forth the pretax impact of restructuring and related charges incurred in the first quarter of fiscal 2018 in the Consolidated Condensed Statements of Income and the pretax impact by our reportable segments. For further description refer to Part I, Item 1, Notes to the Consolidated Condensed Financial Statements, Note 5: Restructuring and Related Charges.

	in millions	
	Three Months Ended	
	December 30, 2017	
Cost of Sales	\$	—
Selling, general and administrative expenses		19
Total restructuring and related charges, pretax	\$	19

	in millions				
	Three Months Ended		Financial Fitness Program charges to date		Total estimated Financial Fitness Program charges
	December 30, 2017		December 30, 2017		
Beef	\$	1	\$	9	\$ 13
Pork		1		4	6
Chicken		9		65	89
Prepared Foods		8		90	109
Other		—		1	1
Total restructuring and related charges, pretax	\$	19	\$	169	\$ 218

in millions, except per share data

	Three Months Ended	
	December 30, 2017	December 31, 2016
Net income attributable to Tyson	\$ 1,631	\$ 593
Net income attributable to Tyson – per diluted share	4.40	1.59

First quarter– Fiscal 2018 – Net income attributable to Tyson included the following items:

- \$994 million post tax, or \$2.68 per diluted share, tax benefit from remeasurement of net deferred tax liabilities at lower enacted tax rates.
- \$19 million pretax, or (\$0.04) per diluted share, of restructuring and related charges.
- \$4 million pretax, or (\$0.05) per diluted share, impairment net of realized gain associated with the divestiture of non-protein businesses.

Summary of Results

Sales

in millions	Three Months Ended	
	December 30, 2017	December 31, 2016
Sales	\$ 10,229	\$ 9,182
Change in sales volume	5.2%	2.4 %
Change in average sales price	5.9%	(2.0)%
Sales growth	11.4%	0.3 %

First quarter – Fiscal 2018 vs Fiscal 2017

- **Sales Volume** – Sales were positively impacted by an increase in sales volume, which accounted for an increase of \$473 million. The Beef, Chicken and Prepared Foods segments had an increase in sales volume driven by better demand for our beef and chicken products and incremental volumes from the acquisition of AdvancePierre, which impacted the Chicken and Prepared Foods segments.
- **Average Sales Price** – Sales were positively impacted by higher average sales prices across all segments, which accounted for an increase of \$574 million. The Beef segment experienced strong demand, and the Chicken and Prepared Foods segments were positively impacted by the acquisition of AdvancePierre as well as improved mix.
- The above amounts include a net increase of \$396 million related to the inclusion of the AdvancePierre results post acquisition.

Cost of Sales

in millions	Three Months Ended	
	December 30, 2017	December 31, 2016
Cost of sales	\$ 8,778	\$ 7,699
Gross profit	\$ 1,451	\$ 1,483
Cost of sales as a percentage of sales	85.8%	83.8%

First quarter – Fiscal 2018 vs Fiscal 2017

- Cost of sales increased \$1,080 million. Higher input cost per pound increased cost of sales \$683 million while higher sales volume increased cost of sales \$397 million. These amounts include a net increase of \$298 million related to the inclusion of AdvancePierre results post acquisition.
 - The \$683 million impact of higher input cost per pound was primarily driven by:
 - Increase in live cattle costs of approximately \$225 million in our Beef segment.
 - Increase in live hog costs of approximately \$100 million in our Pork segment.
 - Increase in raw material and other input costs of approximately \$45 million in our Prepared Foods segment.
 - Increase of approximately \$30 million in our Chicken segment related to net increases in freight, growout expenses and outside meat purchases.

- Increase in input cost per pound related to the acquisition of AdvancePierre on June 7, 2017.
- Increase due to net realized derivative losses of \$33 million in the first quarter of fiscal 2018, compared to net realized derivative gains of \$46 million in the first quarter of fiscal 2017 due to our risk management activities. These amounts exclude offsetting impacts from related physical purchase transactions, which are included in the change in live cattle and hog costs and raw material and feed costs described above. Cost of sales losses due to net realized derivatives were partially offset by a decrease in net unrealized gain of \$4 million in the first quarter of fiscal 2018, compared to net unrealized losses of \$23 million in the first quarter of fiscal 2017, primarily due to our Beef segment commodity risk management activities.
- Remainder of net change is mostly due to increased cost per pound from a mix upgrade in the Chicken segment as we increased sales volume in value-added products, as well as increased labor and freight costs across all segments.
- The \$397 million impact of higher sales volume was driven by increases in sales volume in each segment except the Pork segment, with the majority of the increase in the Chicken and Prepared Foods segments.

Selling, General and Administrative

in millions	Three Months Ended	
	December 30, 2017	December 31, 2016
Selling, general and administrative expense	\$ 524	\$ 501
As a percentage of sales	5.1%	5.5%

First quarter – Fiscal 2018 vs Fiscal 2017

- Increase of \$23 million in selling, general and administrative was primarily driven by:
 - Increase of \$62 million related to the AdvancePierre acquisition, which included \$34 million in incremental amortization and \$28 million from the inclusion of AdvancePierre results post-acquisition.
 - Increase of \$19 million from restructuring and related charges.
 - Decrease of \$25 million in employee costs including payroll and stock-based and incentive-based compensation, which also included a reduction of \$15 million compensation and benefit integration expense incurred in fiscal 2017 that did not recur in 2018.
 - Decrease of \$19 million in marketing, advertising, and promotion expenses.
 - Decrease of \$10 million in non-restructuring severance related expenses.
 - Remainder of net change was primarily related to professional fees.

Interest Expense

in millions	Three Months Ended	
	December 30, 2017	December 31, 2016
Cash interest expense	\$ 89	\$ 58
Non-cash interest expense	(1)	—
Total interest expense	\$ 88	\$ 58

First quarter – Fiscal 2018 vs Fiscal 2017

- Cash interest expense primarily included interest expense related to our senior notes, term loans and commercial paper and commitment/letter of credit fees incurred on our revolving credit facility. The increase in cash interest expense in fiscal 2018 was primarily due to debt issued in connection with the AdvancePierre acquisition.

Other (Income) Expense, net

in millions	Three Months Ended	
	December 30, 2017	December 31, 2016
Total other (income) expense, net	\$ (1)	\$ 14

First quarter – Fiscal 2018

- Included \$3 million of equity earnings in joint ventures and \$3 million in net foreign currency exchange losses, which were recorded in the Consolidated Condensed Statements of Income in Other, net.

First quarter – Fiscal 2017

- Included \$16 million of legal cost related to a 1995 plant closure of an apparel manufacturing facility operated by a former subsidiary of The Hillshire Brands Company, which was acquired by us in fiscal 2014. Also, included \$1 million in net foreign currency exchange losses and \$3 million of income from equity earnings in joint ventures.

Effective Tax Rate

	Three Months Ended	
	December 30, 2017	December 31, 2016
	(93.8)%	34.9%

Our effective income tax rate was (93.8)% for the first quarter of 2018 compared to 34.9% for the same period of fiscal 2017. The effective tax rate for the first quarter of 2018 reflects impacts of the Tax Cuts and Jobs Act signed into law on December 22, 2017. These impacts include a \$994 million benefit related to the remeasurement of deferred taxes, as well as a 24.5% statutory federal income tax rate for fiscal 2018 compared to the 35% statutory federal income tax rate effective for the prior year. Additionally, the effective tax rate for the first quarter 2018 includes 2.3% benefit related to excess tax benefits associated with share-based payments to employees; similar tax benefits were recorded as adjustments to equity in years prior to our adoption of new accounting guidance in the first quarter of fiscal 2018.

We currently expect an annual effective tax rate of approximately (4)% in fiscal 2018 and 25% in 2019. For further description refer to Part I, Item 1, Notes to the Consolidated Condensed Financial Statements, Note 9: Income Taxes.

Segment Results

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

in millions	Sales	
	Three Months Ended	
	December 30, 2017	December 31, 2016
Beef	\$ 3,886	\$ 3,528
Pork	1,283	1,252
Chicken	2,997	2,706
Prepared Foods	2,292	1,895
Other	88	90
Intersegment sales	(317)	(289)
Total	\$ 10,229	\$ 9,182

in millions	Operating Income (Loss)			
	Three Months Ended			
	December 30, 2017		December 31, 2016	
Beef	\$	256	\$	299
Pork		151		247
Chicken		272		263
Prepared Foods		261		190
Other		(13)		(17)
Total	\$	927	\$	982

Beef Segment Results

in millions	Three Months Ended				
	December 30, 2017		December 31, 2016		Change
Sales	\$	3,886	\$	3,528	\$ 358
Sales volume change					4.5%
Average sales price change					5.4%
Operating income	\$	256	\$	299	\$ (43)
Operating margin		6.6%		8.5%	

First quarter – Fiscal 2018 vs Fiscal 2017

- **Sales Volume** – Sales volume increased due to improved availability of cattle supply, stronger demand for our beef products and increased exports.
- **Average Sales Price** – Average sales price increased as demand for our beef products and strong exports outpaced the increase in live cattle supplies.
- **Operating Income** – Operating income remained strong, although below prior year's record results, as we continued to maximize our revenues relative to the higher live fed cattle costs, partially offset by increased labor and freight costs.

Pork Segment Results

in millions	Three Months Ended				
	December 30, 2017		December 31, 2016		Change
Sales	\$	1,283	\$	1,252	\$ 31
Sales volume change					(2.6)%
Average sales price change					5.2 %
Operating income	\$	151	\$	247	\$ (96)
Operating margin		11.8%		19.7%	

First quarter – Fiscal 2018 vs Fiscal 2017

- **Sales Volume** – Sales volume decreased as a result of balancing our supply with customer demand during a period of margin compression.
- **Average Sales Price** – Average sales price increased due to price increases associated with higher livestock costs.
- **Operating Income** – We were able to maintain strong operating margins, although below prior year's record results, by maximizing our revenues relative to the live hog markets due to operational and mix performance, which were partially offset by margin compression and higher labor and freight costs.

Chicken Segment Results

in millions	Three Months Ended		
	December 30, 2017	December 31, 2016	Change
Sales	\$ 2,997	\$ 2,706	\$ 291
Sales volume change			7.3%
Average sales price change			3.2%
Operating income	\$ 272	\$ 263	\$ 9
Operating margin	9.1%	9.7%	

First quarter – Fiscal 2018 vs Fiscal 2017

- **Sales Volume** – Sales volume was up due to strong demand for our chicken products along with the incremental volume from the AdvancePierre acquisition.
- **Average Sales Price** – Average sales price increased due to sales mix changes.
- **Operating Income** – Operating income benefited from \$14 million of Financial Fitness Program cost savings, the positive incremental impact of AdvancePierre and slightly lower feed costs, partially offset by increased labor, freight and growout expenses.

Prepared Foods Segment Results

in millions	Three Months Ended		
	December 30, 2017	December 31, 2016	Change
Sales	\$ 2,292	\$ 1,895	\$ 397
Sales volume change			11.6%
Average sales price change			8.4%
Operating income	\$ 261	\$ 190	\$ 71
Operating margin	11.4%	10.0%	

First quarter – Fiscal 2018 vs Fiscal 2017

- **Sales Volume** – Sales volume increased primarily from incremental volumes from the AdvancePierre acquisition.
- **Average Sales Price** – Average sales price increased from higher input costs of \$45 million and product mix which was positively impacted by the acquisition of AdvancePierre.
- **Operating Income** – Operating income increased due to \$24 million of Financial Fitness Program cost savings, improved mix and the positive incremental impact of AdvancePierre, partially offset by higher input and freight costs.

Other Results

in millions	Three Months Ended		
	December 30, 2017	December 31, 2016	Change
Sales	\$ 88	\$ 90	\$ (2)
Operating loss	\$ (13)	\$ (17)	\$ 4

First quarter – Fiscal 2018 vs Fiscal 2017

- **Sales** – Sales decreased in the first quarter of fiscal 2018 due to a decline in sales volume in our foreign chicken production operations.
- **Operating Loss** – Operating loss improved in the first quarter of fiscal 2018 primarily from lower third-party merger and integration costs.

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	Three Months Ended	
	December 30, 2017	December 31, 2016
Net income	\$ 1,632	\$ 594
Non-cash items in net income:		
Depreciation and amortization	229	177
Deferred income taxes	(967)	(4)
Other, net	29	7
Net changes in operating assets and liabilities	203	360
Net cash provided by operating activities	\$ 1,126	\$ 1,134

- Deferred income taxes for the three months ended December 30, 2017, included a \$994 million benefit related to remeasurement of net deferred income tax liabilities at newly enacted tax rates.
- Cash flows associated with net changes in operating assets and liabilities for the three months ended:
 - December 30, 2017 – Increased primarily due to decreased accounts receivable and increased income tax payable balances, partially offset by decreased accrued employee costs. The changes in these balances are largely due to the timing of sales and payments.
 - December 31, 2016 – Increased primarily due to decreased accounts receivable and income tax receivable balances and increased accounts payable and income taxes payable balances, partially offset by decreased accrued employee costs. The decreased accounts receivable, income tax receivable and accrued employee costs, as well as the increased accounts payable and income taxes payable balances are largely due to the timing of sales and payments.
 - Incremental tax reform cash flow in fiscal 2018 is expected to exceed \$300 million which we intend to invest in our frontline team members and to sustainably grow our businesses. As part of this, we expect to pay more than \$100 million in one-time cash bonuses to our eligible frontline employees in the second quarter of fiscal 2018 using incremental cash generated from tax reform.

Cash Flows from Investing Activities

in millions	Three Months Ended	
	December 30, 2017	December 31, 2016
Additions to property, plant and equipment	\$ (296)	\$ (200)
(Purchases of)/Proceeds from marketable securities, net	(3)	(2)
Acquisition, net of cash acquired	(226)	—
Proceeds from sale of business	125	—
Other, net	(22)	(12)
Net cash used for investing activities	\$ (422)	\$ (214)

- Additions to property, plant and equipment included spending for production growth, safety and animal well-being, in addition to acquiring new equipment, infrastructure replacements and upgrades to maintain competitive standing and position us for future opportunities. We expect capital spending for fiscal 2018 to approximate \$1.4 to \$1.5 billion, which includes \$100 million incremental tax reform investment.
- Acquisition, net of cash acquired related to acquiring a valued-added protein business in the first quarter of fiscal 2018. For further description refer to Part I, Item 1, Notes to the Consolidated Condensed Financial Statements, Note 2: Acquisitions and Dispositions.
- Proceeds from sale of business related to the proceeds received from sale of our Kettle business in the first quarter of fiscal 2018. For further description refer to Part I, Item 1, Notes to the Consolidated Condensed Financial Statements, Note 2: Acquisitions and Dispositions.

Cash Flows from Financing Activities

in millions	Three Months Ended	
	December 30, 2017	December 31, 2016
Payments on debt	\$ (429)	\$ (20)
Borrowings on revolving credit facility	655	435
Payments on revolving credit facility	(650)	(735)
Proceeds from issuance of commercial paper	5,728	—
Repayments of commercial paper	(5,824)	—
Purchases of Tyson Class A common stock	(164)	(576)
Dividends	(108)	(79)
Stock options exercised	63	6
Other, net	—	12
Net cash used for financing activities	\$ (729)	\$ (957)

- During the three months of fiscal 2018, we extinguished the \$427 million outstanding balance of the Term Loan Tranche B due in August 2019 using cash on hand and proceeds received from the sale of a non-protein business.
- During the three months of fiscal 2017, we had net payments on our revolver of \$300 million. We utilized our revolving credit facility for general corporate purposes.
- During the three months of fiscal 2018, we had net repayments of \$96 million in unsecured short-term promissory notes (commercial paper) pursuant to our commercial paper program.
- Purchases of Tyson Class A stock included:
 - \$120 million and \$550 million of shares repurchased pursuant to our share repurchase program during the three months ended December 30, 2017, and December 31, 2016, respectively.
 - \$44 million and \$26 million of shares repurchased to fund certain obligations under our equity compensation programs during the three months ended December 30, 2017, and December 31, 2016, respectively.
- We currently do not plan to repurchase shares other than to offset dilution from our equity compensation programs. We will consider additional share repurchases when our net debt to EBITDA ratio is around 2x, which we currently anticipate will occur in the third quarter of fiscal 2018.
- Dividends paid during the three months of fiscal 2018 included a 33% increase to our fiscal 2017 quarterly dividend rate.

Liquidity

in millions	Commitments Expiration Date	Facility Amount	Outstanding Letters of Credit (no draw downs)	Amount Borrowed	Amount Available at December 30, 2017
Cash and cash equivalents					\$ 293
Short-term investments					2
Revolving credit facility	May 2022	\$ 1,500	\$ 7	\$ 5	1,488
Commercial paper					(682)
Total liquidity					\$ 1,101

- Liquidity includes cash and cash equivalents, short-term investments, and availability under our revolving credit facility, less outstanding commercial paper balance.
- At December 30, 2017, we had current debt of \$811 million, which we intend to repay with cash generated from our operating activities and other liquidity sources.
- The revolving credit facility supports our short-term funding needs and letters of credit and also serves to backstop our commercial paper program. The letters of credit issued under this facility are primarily in support of leasing and workers' compensation insurance programs and other legal obligations. Our maximum borrowing under the revolving credit facility during the three months of fiscal 2018 was \$150 million.
- We expect net interest expense to approximate \$335 million for fiscal 2018.
- At December 30, 2017, approximately \$272 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. 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. Historically our intention has been to permanently reinvest outside of the United States, the cash held by foreign subsidiaries, or to repatriate the cash only when it is tax efficient to do so. We

are currently considering repatriating a portion of these funds; however, we do not expect the regulatory restrictions or taxes on repatriation to have a material effect on our overall liquidity, financial condition or the results of operations for the foreseeable future.

- Our current ratio was 1.51 to 1 and 1.55 to 1 at December 30, 2017 , and September 30, 2017 , 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 \$1.5 billion, to provide additional liquidity for working capital needs, letters of credit, and to backstop our commercial paper program.

At December 30, 2017 , we had \$5 million of outstanding borrowings and \$7 million of outstanding letters of credit issued under this facility, none of which were drawn upon, which left \$1,488 million available for borrowing. Our revolving credit facility is funded by a syndicate of 41 banks, with commitments ranging from \$0.3 million to \$106 million per bank. The syndicate includes bank holding companies that are required to be adequately capitalized under federal bank regulatory agency requirements.

Commercial Paper Program

Our commercial paper program provides a low-cost source of borrowing to fund general corporate purposes including working capital requirements. The maximum borrowing capacity under the commercial paper program is \$800 million . The maturities of the notes may vary, but may not exceed 397 days from the date of issuance. As of December 30, 2017 , \$682 million was outstanding under this program with maturities of less than 45 days.

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 December 30, 2017 , and September 30, 2017 , the ratio of our net debt to EBITDA was 2.6x and 2.7x, respectively. Refer to Part I, Item 3, EBITDA Reconciliations, for an explanation and reconciliation to comparable GAAP measures.

Credit Ratings

Term Loan: Tranche B due August 2020

Standard & Poor's Rating Services, a Standard & Poor's Financial Services LLC business ("S&P"), credit rating for Tyson Foods, Inc.'s term loan is "BBB." Moody's Investor Service, Inc. ("Moody's") credit rating for the term loan is "Baa2." Fitch Ratings, a wholly owned subsidiary of Fimlac, S.A. ("Fitch"), credit rating for the term loan is "BBB." The below table outlines the borrowing spread on the outstanding principal balance of our term loan that corresponds to the ratings levels from S&P, Moody's and Fitch.

Ratings Level (S&P/Moody's/Fitch)	Tranche B due August 2020 Borrowing Spread
BBB+/Baa1/BBB+ or higher	0.750%
BBB/Baa2/BBB (current level)	0.800%
BBB-/Baa3/BBB-	1.125%
BB+/Ba1/BB+	1.375%
BB/Ba2/BB or lower	1.375%

Revolving Credit Facility

S&P's corporate credit rating for Tyson Foods, Inc. is "BBB." Moody's, senior unsecured, long-term debt rating for Tyson Foods, Inc. is "Baa2." Fitch's issuer default 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 December 30, 2017 .

RECENTLY ISSUED/ADOPTED ACCOUNTING PRONOUNCEMENTS

Refer to the discussion of recently issued/adopted 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, advertising and promotion 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 September 30, 2017 .

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 2018 , 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) 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; (ii) 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; (iii) 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; (iv) the integration of AdvancePierre Foods Holdings, Inc.; (v) the effectiveness of our financial fitness program; (vi) the implementation of an enterprise resource planning system; (vii) access to foreign markets together with foreign economic conditions, including currency fluctuations, import/export restrictions and foreign politics; (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)

effectiveness of advertising and marketing programs; (xii) our ability to leverage brand value propositions; (xiii) risks associated with leverage, including cost increases due to rising interest rates or changes in debt ratings or outlook; (xiv) impairment in the carrying value of our goodwill or indefinite life intangible assets; (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) adverse results from litigation; (xvii) cyber incidents, security breaches or other disruptions of our information technology systems; (xviii) our ability to make effective acquisitions or joint ventures and successfully integrate newly acquired businesses into existing operations; (xix) risks associated with our commodity purchasing activities; (xx) the effect of, or changes in, general economic conditions; (xxi) significant marketing plan changes by large customers or loss of one or more large customers; (xxii) impacts on our operations caused by factors and forces beyond our control, such as natural disasters, fire, bioterrorism, pandemics or extreme weather; (xxiii) failure to maximize or assert our intellectual property rights; (xxiv) our participation in a multiemployer pension plan; (xxv) the Tyson Limited Partnership's ability to exercise significant control over the Company; (xxvi) effects related to changes in tax rates, valuation of deferred tax assets and liabilities, or tax laws and their interpretation; (xxvii) volatility in capital markets or interest rates; and (xxviii) those factors listed under Item 1A. "Risk Factors" in this report and Part I, Item 1A. "Risk Factors" included in our Annual Report filed on Form 10-K for the year ended September 30, 2017 .

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 December 30, 2017 , and September 30, 2017 , 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	
	December 30, 2017	September 30, 2017
Livestock:		
Live Cattle	\$ 29	\$ 23
Lean Hogs	17	16
Grain:		
Corn	25	17
Soy Meal	13	13

Interest Rate Risk: At December 30, 2017 , we had variable rate debt of \$ 2,237 million with a weighted average interest rate of 2.0% . A hypothetical 10% increase in interest rates effective at December 30, 2017 , and September 30, 2017 , would have a minimal effect on interest expense.

Additionally, changes in interest rates impact the fair value of our fixed-rate debt. At December 30, 2017, we had fixed-rate debt of \$ 7,449 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 \$ 153 million at December 30, 2017, and \$150 million at September 30, 2017. 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 our Annual Report on Form 10-K for the year ended September 30, 2017, 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 December 30, 2017, and September 30, 2017, related to the foreign exchange forward and option contracts would have a \$5 million and \$7 million impact, respectively, on pretax income.

Concentration of Credit Risk: Refer to our market risk disclosures set forth in our 2017 Annual Report filed on Form 10-K for the year ended September 30, 2017, for a detailed discussion of quantitative and qualitative disclosures about concentration of credit risks, as these risk disclosures have not changed significantly from the 2017 Annual Report.

EBITDA Reconciliations

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

	Three Months Ended		Fiscal Year Ended	Twelve Months Ended
	December 30, 2017	December 31, 2016	September 30, 2017	December 30, 2017
Net income	\$ 1,632	\$ 594	\$ 1,778	\$ 2,816
Less: Interest income	(2)	(2)	(7)	(7)
Add: Interest expense	88	58	279	309
Add: Income tax (benefit) expense	(790)	318	850	(258)
Add: Depreciation	175	156	642	661
Add: Amortization (a)	51	19	106	138
EBITDA	\$ 1,154	\$ 1,143	\$ 3,648	\$ 3,659

Total gross debt	\$ 10,203	\$ 9,686
Less: Cash and cash equivalents	(318)	(293)
Less: Short-term investments	(3)	(2)
Total net debt	\$ 9,882	\$ 9,391

Ratio Calculations:

Gross debt/EBITDA	2.8x	2.6x
Net debt/EBITDA	2.7x	2.6x

- (a) Excludes the amortization of debt discount expense of \$ 3 million and \$2 million for the three months ended December 30, 2017 , and December 31, 2016 , respectively, \$13 million for the fiscal year ended September 30, 2017 , and \$14 million for the twelve months ended December 30, 2017 , 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 December 30, 2017, our disclosure controls and procedures were effective.

On June 7, 2017, the Company completed the acquisition of AdvancePierre. See Part I, Item 1, Notes to Consolidated Condensed Financial Statements, Note 2: Acquisitions and Dispositions, for a discussion of the acquisition and related financial data. The Company is in the process of integrating AdvancePierre and the Company's internal controls over financial reporting. As a result of these integration activities, certain controls will be evaluated and may be changed. Excluding the AdvancePierre acquisition, 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 17: 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 January 27, 2017, Haff Poultry, Inc., Craig Watts, Johnny Upchurch, Jonathan Walters and Brad Carr, acting on behalf of themselves and a putative class of broiler chicken farmers, filed a class action complaint against Tyson and certain of its poultry subsidiaries, as well as several other vertically-integrated poultry processing companies, in the United States District Court for the Eastern District of Oklahoma. On March 28, 2017, a second class action complaint making similar claims on behalf of a similarly defined putative class was filed in the United States District Court for the Eastern District of Oklahoma. Plaintiffs in the two cases sought to have the matters consolidated, and, on July 10, 2017, filed a consolidated amended complaint styled In re Broiler Chicken Grower Litigation. The plaintiffs allege, among other things, that the defendants colluded not to compete for broiler raising services "with the purpose and effect of fixing, maintaining, and/or stabilizing grower compensation below competitive levels." The plaintiffs also allege that the defendants "agreed to share detailed data on [g]rower compensation with one another, with the purpose and effect of artificially depressing [g]rower compensation below competitive levels." The plaintiffs contend these alleged acts constitute violations of the Sherman Antitrust Act and Section 202 of the Grain Inspection, Packers and Stockyards Act of 1921. The plaintiffs are seeking treble damages, pre- and post-judgment interest, costs, and attorneys' fees on behalf of the putative class. We and the other defendants filed a motion to dismiss on September 8, 2017. That motion is pending.

On April 23, 2015, the United States Environmental Protection Agency (EPA) issued a Finding and Notice of Violation (NOV) to Tyson Foods, Inc. and our subsidiary, Southwest Products, LLC, alleging violations of the California Truck and Bus Regulation. The NOV alleged 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 EPA proposed that we pay a civil penalty of \$283,990 to resolve these allegations. In June 2017, the EPA withdrew this proposal and referred the matter to the California Air Resources Board (CARB). We are cooperating with the CARB and, in July 2017, we signed a tolling agreement with the CARB. The CARB has not yet made a demand in the matter.

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. In January 2015, a consent judgment was entered that resolved the lawsuit. The judgment required payment of \$540,000, which included amounts for penalties, cost recovery and supplemental environmental projects. We subsequently satisfied all these requirements, and the consent judgment was terminated in January 2017. Following a criminal investigation by the EPA into the incident, one of the Company's subsidiaries, Tyson Poultry, Inc., pled guilty to two misdemeanor violations of the federal Clean Water Act pursuant to a plea agreement conditionally approved on September 27, 2017 by the United States District Court for the Western District of Missouri. Under the terms of the plea agreement, Tyson Poultry, Inc. has agreed to pay a \$2 million fine, to make a \$500,000 community service payment and to fund third-party environmental audits of numerous feed mills and wastewater treatment plants. The court will determine whether to grant final approval of the terms of the plea agreement at a sentencing hearing scheduled for February 27, 2018.

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 September 30, 2017, we had approximately 122,000 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 our Annual Report on Form 10-K for the year ended September 30, 2017. 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⁾
Oct 1, 2017 to Oct. 28, 2017	109,389	\$ 70.63	—	27,821,995
Oct. 29, 2017 to Dec. 2, 2017	1,929,698	78.71	1,513,301	26,308,694
Dec. 3, 2017 to Dec. 30, 2017	47,104	82.43	—	26,308,694
Total	2,086,191 ⁽²⁾	\$ 78.37	1,513,301 ⁽³⁾	26,308,694

(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 572,890 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 242,358 shares purchased in open market transactions and 330,532 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

None.

Item 6. Exhibits

The following exhibits are filed with this report.

Exhibit No.	Exhibit Description
10.1	* Second Amended and Restated Employment Agreement, dated November 9, 2017, by and between the Company and John Tyson (previously filed as Exhibit 10.76 to the Company's Annual Report on Form 10-K filed on November 13, 2017, Commission File No. 001-14704, and incorporated herein by reference).
10.2	* Employment Agreement, dated December 11, 2017, by and between the Company and Stewart Glendinning.
10.3	* Employment Agreement, dated December 11, 2017, by and between the Company and Amy Tu.
10.4	* Employment Agreement, dated June 26, 2017, by and between the Company and Jay Scott Spradley.
10.5	* Employment Agreement, dated May 1, 2017, by and between the Company and Justin Whitmore.
10.6	* First Amendment to the Tyson Foods, Inc. Supplemental Executive Retirement and Life Insurance Premium Plan, as amended and restated as of November 16, 2017.
10.7	* First Amendment to the Executive Savings Plan of Tyson Foods Inc., as amended and restated as of November 16, 2017.
10.8	* Form of Performance Shares Operating Income Stock Incentive Agreement pursuant to which performance shares are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.9	* Form of Performance Shares Total Shareholder Return Stock Incentive Agreement pursuant to which performance shares are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.10	* Form of Restricted Stock Subject to Performance Criteria Stock Incentive Agreement pursuant to which restricted stock awards are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.11	* Form of Restricted Stock Incentive Agreement with contracted employees pursuant to which restricted stock awards are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.12	* Form of Restricted Stock Incentive Agreement with non-contracted employees pursuant to which restricted stock awards are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.13	* Form of Stock Options Incentive Agreement with contracted employees pursuant to which stock option awards are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.14	* Form of Stock Options Incentive Agreement with non-contracted employees pursuant to which stock option awards are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.15	* Tyson Foods Inc. Severance Pay Plan for Contracted Employees, as amended and restated effective December 1, 2017.
10.16	* Second Amendment to the Company's Supplemental Executive Retirement and Life Insurance Premium Plan as Amended and Restated as of February 7, 2018.
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.

The following financial information from our Quarterly Report on Form 10-Q for the quarter ended December 30, 2017, 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.

* Indicates a management contract or compensatory plan or arrangement.

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: February 8, 2018

/s/ Dennis Leatherby

Dennis Leatherby

Executive Vice President and Chief Financial Officer

Date: February 8, 2018

/s/ Curt T. Calaway

Curt T. Calaway

Senior Vice President, Controller and Chief Accounting Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”), effective the 11 day of December, 2017 (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 Stewart Glendinning, 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 job grade level (“Job Grade”). At Tyson’s sole discretion, both your position and Job Grade 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, \$ 1,000.00 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 \$ 725,000.00, which may be adjusted by Tyson from time to time within the range paid to other employees in your Job Grade. 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 Job Grade, 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 Job Grade, 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 Job Grade. 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 Job Grade than that in which you were employed immediately prior to the occurrence of the Good Reason event, which Tyson does not cure by restoring you to your former Job Grade.

(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
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- 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 Job Grade, 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) No Restrictions on Employment. 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.

(Employee) /s/ Stewart Glendinning

(Location) Springdale Corporate

(Date) 12/11/2017

Tyson Foods, Inc.

By /s/ Mary Oleksiuk

Title Executive Vice President and Chief Human Resources Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”), effective the 11 day of December, 2017 (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 Shih-Feng Tu, 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 job grade level (“Job Grade”). At Tyson’s sole discretion, both your position and Job Grade 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, \$ 1,000.00 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 \$ 500,000.00, which may be adjusted by Tyson from time to time within the range paid to other employees in your Job Grade. 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 Job Grade, 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 Job Grade, 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 Job Grade. 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 Job Grade than that in which you were employed immediately prior to the occurrence of the Good Reason event, which Tyson does not cure by restoring you to your former Job Grade.

(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
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- 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 Job Grade, 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) No Restrictions on Employment. 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.

(Employee) /s/ Amy Tu

(Location) Springdale, AR

(Date) December 31, 2017

Tyson Foods, Inc.

By /s/ Mary Oleksiuk

Date 1/3/18

Title Executive Vice President and Chief Human Resources Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”), effective the 26th-day of June, 2017 (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 Jay Scott Spradley, 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 job grade level (“Job Grade”). At Tyson’s sole discretion, both your position and Job Grade 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 \$ 550,000.00, which may be adjusted by Tyson from time to time within the range paid to other employees in your Job Grade. 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 Job Grade, 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 Job Grade, 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 Job Grade. 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 Job Grade than that in which you were employed immediately prior to the occurrence of the Good Reason event, which Tyson does not cure by restoring you to your former Job Grade.

(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
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- 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 Job Grade, 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) No Restrictions on Employment. 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.

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.

(Employee) /s/ Jay Scott Spradley

(Location) Springdale

(Date) 6/26/2017

Tyson Foods, Inc.

By /s/ Mary Oleksiuk

Title Executive Vice President and Chief Human Resources Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”), effective the 1st day of May, 2017 (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 Justin Whitmore, 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 job grade level (“Job Grade”). At Tyson’s sole discretion, both your position and Job Grade 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 \$ 350,000.00, which may be adjusted by Tyson from

time to time within the range paid to other employees in your Job Grade. 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 Job Grade, 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 Job Grade, 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 Job Grade. 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 Job Grade than that in which you were employed immediately prior to the occurrence of the Good Reason event, which Tyson does not cure by restoring you to your former Job Grade.

(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
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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 Job Grade, 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
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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) No Restrictions on Employment. 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.

(Employee) /s/ Justin Whitmore

(Location)

(Date) 5/1/2017

Tyson Foods, Inc.

By /s/ Tom Hayes

Title President and Chief Executive Officer

**FIRST AMENDMENT TO THE
TYSON FOODS, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT
AND LIFE INSURANCE PREMIUM PLAN
(AS AMENDED AND RESTATED AS OF JANUARY 1, 2017)**

THIS FIRST AMENDMENT is made on this 16 day of November, 2017, by TYSON FOODS, INC., a Delaware corporation (the “Company”).

WITNESSETH:

WHEREAS, the Company maintains the Tyson Foods, Inc Supplemental Executive Retirement and Life Insurance Premium Plan (the “Plan”) originally effective as of March 12, 2004 and as most recently amended and restated as of January 1, 2017;

WHEREAS, the Company now wishes to amend the Plan primarily to freeze the accrual of additional benefits under the Plan for all existing participants and to preclude the addition of any new participants, all of which is to be effective as of December 31, 2018 ; and

WHEREAS, the Board of Directors of the Company has authorized and duly approved the adoption of the amendments provided for herein.

NOW, THEREFORE, the Company does hereby amend the Plan, effective as of December 31, 2018, as follows:

1. By adding new Subsection (d) to Section 2.8, as follows:

“(d) Notwithstanding anything to the contrary contained in the Plan, no Compensation earned for any period after December 31, 2018 shall be taken into consideration for any Plan purpose, other than Section 8.7.”

2. By adding new Subsection (e) to Section 2.10, as follows:

“(e) Notwithstanding anything to the contrary contained in the Plan, no Creditable Service shall be earned for any period after December 31, 2018 for any Plan purpose.”

3. By deleting Section 2.16 in its entirety and by substituting therefor the following:

“2.16 ‘ Final Average Compensation ’ means the average annual Compensation of a Participant measured over the final five (5) consecutive, whole calendar years during the Participant’s entire period of Creditable Service, but in no event for any period after December 31, 2018. If a Participant has less than five (5) consecutive, whole calendar years of Creditable Service, Final Average Compensation shall be computed over all such years.”

4. By deleting Section 2.23 in its entirety and by substituting therefor the following:

“2.23 ‘ Participant ’ means any Active Participant, Inactive Participant or Retired Participant.

(a) “ Active Participant ” means an Eligible Contracted Officer of a Plan Sponsor from the time participation in the Plan begins pursuant to Section 3.1 until the earliest of the following dates:

- (1) the date the Participant retires and is entitled to SERP retirement benefits under Section 4,
- (2) the date the Participant becomes an Inactive Participant prior to December 31, 2018,
- (3) the date the Participant experiences a Separation from Service (regardless of the reason) prior to becoming entitled to SERP retirement benefits under Section 4, except as otherwise provided in Section 9.5,
- (4) the date the Participant ceases to be an Active Participant by reason of an event described in Section 9.3 or 9.5 prior to December 31, 2018; or
- (5) December 31, 2018, when any remaining Active Participant becomes an Inactive Participant.

Notwithstanding the foregoing, if an Active Participant is placed on an approved leave of absence, as defined by the Plan Administrator from time to time under uniform and nondiscriminatory rules, and, at the date of such change in status, the Participant has a Nonforfeitable right to his or her SERP retirement benefit, the Plan Administrator may provide for continuation of the Participant's status as an Active Participant in the Plan notwithstanding any provision of this Section 2.23 to the contrary, but not beyond December 31, 2018.

(b) ' Inactive Participant ' means any Participant who has not become a Retired Participant and who (1) was an Inactive Participant as of December 31, 2018, whether or not he or she had a Nonforfeitable right to his or her SERP retirement benefits immediately prior to December 31, 2018, or (2) was an Active Participant whose Active Participant status terminated solely by reason of Section 2.23(a)(5). As of December 31, 2018, an Inactive Participant shall be deemed to have eligible a Nonforfeitable right to his or her SERP retirement benefits, whether or not he or she had a Nonforfeitable right prior to such date.

(c) ' Retired Participant ' shall mean either (1) an Active Participant who retired on or before December 31, 2018 after meeting the requirements for a Normal, Early or Disability Retirement Allowance under Section 4 or (2) an Inactive Participant who has satisfied or satisfies the requirements for a Normal, Early or Disability Retirement Allowance under Section 4 prior to becoming, or during his or her status as, an Inactive Participant and who subsequently retires."

5. By adding new Subsection (f) to Section 2.31, as follows:

"(f) Notwithstanding anything to the contrary contained in the Plan, no Vesting Service shall be earned for any period after December 31, 2018 for any Plan purpose."

6. By deleting Sections 3.1 through 3.5 in their entirety and by substituting therefor the following:

"3.1 Commencement of SERP Participation .

(a) Each Eligible Contracted Officer shall commence participation in the SERP as an Active Participant as of the later of March 12, 2004 or the effective date that the Contracted Officer first becomes an Eligible Contracted Officer. An Active Participant who ceases to qualify as an Active Participant shall recommence participation in the Plan as an Active

Participant if the individual again satisfies the criteria for being an Active Participant. Recommencement of participation as an Active Participant shall be prospective only unless prior non-contiguous Creditable Service and corresponding Compensation is to be recognized either in accordance with Section 3.5 or at the discretion of the Plan Administrator pursuant to, respectively, Sections 2.8(b) and (c) and Section 2.10(d).

(b) Notwithstanding the provisions of Subsection (a) above, (i) no Eligible Contracted Officer may commence participation for the first time as a Participant in the SERP on or after December 31, 2018; and (ii) no Eligible Contracted Officer may recommence participation as a Participant in the SERP after December 31, 2018.

3.2 Commencement of LIP Participation.

(a) An Active Participant is eligible for LIP benefits if he or she timely applies for and is issued a policy on his or her life of a type and by an insurer designated by the Plan Administrator effective as of the date of coverage indicated by such policy. Notwithstanding the foregoing, an Active Participant shall not be eligible for LIP benefits if he or she first commenced, or an Inactive Participant recommenced, participation in the Plan pursuant to Section 3.1 on or after July 1, 2014.

(b) Notwithstanding the provisions of Subsection (a) above, (i) no Eligible Contracted Officer may commence participation for the first time as a Participant for purposes of the LIP benefit on or after July 1, 2014; and (ii) effective December 31, 2018, only Inactive Participants, determined as of that date, who are otherwise eligible for a LIP benefit in accordance with the Subsection (a) above and who remain continuously in the employ of the Company thereafter shall continue to be eligible for LIP benefits.

3.3 Termination of SERP Participation and Forfeiture of SERP Retirement Benefits. When a Participant ceases to be an Active Participant, he or she shall cease to be a Participant unless the Participant becomes and remains an Inactive Participant or becomes a Retired Participant. An Inactive Participant who did not forfeit his or her SERP retirement benefits prior to December 31, 2018 shall be deemed vested in his or her SERP retirement benefit as of that date to the extent accrued as of that date. A Retired Participant shall remain a Participant until his or her date of death, unless his or her Nonforfeitable benefits are forfeited pursuant to Section 6.3 or 8.5.

3.4 Termination of LIP Participation.

(a) A Participant who is otherwise eligible for LIP benefits pursuant to Section 3.2 shall remain a Participant under the LIP portion of the Plan through the policy anniversary date immediately following his or her Separation from Service, unless:

- (1) his or her otherwise Nonforfeitable benefits are forfeited pursuant to Section 8.5;
 - (2) the policy issued to the Participant, as contemplated by Section 3.2, is surrendered, modified or exchanged by the Participant or the Participant causes a diminution in the policy's cash surrender value by withdrawing from, or borrowing against, the policy; or
 - (3) the Participant refuses or neglects to cooperate with the Plan Sponsor in its efforts to confirm whether any circumstances described in Section 3.4(a)(2) exist.
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(b) As a condition to participation, or continued participation, in the Plan, a Participant who is otherwise eligible for LIP benefits shall be required to reimburse the Plan Sponsor for the reimbursable portion of any premium paid on the policy issued to the Participant in connection with his or her participation in the Plan if the Participant experiences a Separation from Service within one (1) year of his or her original date of hire with the Company or any Affiliate.

3.5 Inactive Participant.

(a) For purposes of Sections 4.2(a)(1) and 4.2(b)(1), no increase in SERP retirement benefits shall be attributed to Compensation paid or for services rendered during the period of time that a Participant is classified as an Inactive Participant. In addition, any Compensation paid or services rendered during any period of time prior to December 31, 2018 when an Inactive Participant was an Active Participant shall be disregarded, except as provided below:

(1) Eligible Contracted Officer to Ineligible Contracted Officer. An Active Participant who ceases to be an Eligible Contracted Officer but who continues to be a Contracted Officer shall receive credit for Compensation earned and Creditable Service performed for his or her prior period of time as an Eligible Contracted Officer for purposes of Sections 4.2(a)(1) and 4.2(b)(1).

(2) Eligible Contracted Officer to Not a Contracted Officer. An Active Participant who ceases to be a Contracted Officer before re-qualifying as an Active Participant shall receive credit for Compensation earned and Creditable Service performed for his or her prior period of time as an Eligible Contracted Officer for purposes of Sections 4.2(a)(1) and 4.2(b)(1), provided he or she returns to an Eligible Contracted Officer position within five (5) years from losing that status.

(b) Special Crediting by Plan Administrator. Compensation and Creditable Service shall be recognized to the extent expressly awarded to an Inactive Participant by the Plan Administrator pursuant to Sections 2.8(c) and 2.10(d).

(c) Section 9.3/9.5 Events. Notwithstanding the other limiting provisions of this Section 3.5, a Participant who has his or her Active Participant status terminated solely by reason of Section 2.23(a)(4) shall be subject to the general provisions of the Plan, as expressly modified by Section 9.3 or 9.5, as applicable.

(d) Notwithstanding any other provision of this Section 3.5, no Participant shall receive credit for Compensation earned or Creditable Service performed for any period of time after December 31, 2018.”

7. By deleting Section 4 in its entirety and by substituting therefor the following:

“SECTION 4
SERP BENEFITS”

4.1 Nonforfeitable Right to SERP Benefits.

(a) (i) Prior to December 31, 2018, an Active Participant or Inactive

Participant who attains Normal Retirement Age and who is then a Contracted Officer shall have a Nonforfeitable right to benefits under this Section 4, subject to the provisions of Sections 6.3 and 8.5, and may retire and receive payment of a Normal Retirement Allowance under the SERP. Payment of the Normal Retirement Allowance shall be made in accordance with Section 4.1(e).

(ii) Effective December 31, 2018, all Inactive Participants who are Contracted Officers as of such date, including Active Participants then becoming Inactive Participants, shall have a Nonforfeitable right to benefits under this Section 4, subject to the provisions of Sections 6.3 and 8.5, and may retire on or after attaining Normal Retirement Age and receive payment of a Normal Retirement Allowance in accordance with Section 4.1(e).

(b) (i) Prior to December 31, 2018, an Active Participant or Inactive Participant who has attained age 55 (or any earlier age as may be authorized in writing by the Plan Administrator in its sole discretion on a case-by-case basis) and whose combination of age (including completed whole calendar months of age) and years of Vesting Service equal or exceed 70 and who is then a Contracted Officer shall have a Nonforfeitable right to benefits under this Section 4, subject to the provisions of Sections 6.3 and 8.5, and may retire prior to Normal Retirement Age and receive payment of an Early Retirement Allowance under the SERP. Payment of the Early Retirement Allowance shall be made in accordance with Section 4.1(e).

(ii) Effective December 31, 2018, all Inactive Participants who are Contracted Officers as of such date, including Active Participants then becoming Inactive Participants, may retire prior to Normal Retirement Age and receive payment of an Early Retirement Allowance. Payment of the Early Retirement Allowance shall be made in accordance with Section 4.1(e).

(c) Subject to this Section 4.1(c), an Active Participant or an Inactive Participant who is then a Contracted Officer and who has become subject to a Disability prior to earning a Nonforfeitable right to benefits under either Section 4.1(a) or (b) above shall have a Nonforfeitable right to benefits under this Section 4, subject to the provisions of Sections 6.3 and 8.5, and may retire prior to Normal Retirement Age and receive payment of a Disability Retirement Allowance under the SERP. Payment of the Disability Retirement Allowance shall be made in accordance with Section 4.1(e). Notwithstanding the foregoing, an Active Participant who first commences, or an Inactive Participant who recommences, participation in the Plan pursuant to Section 3.1 on or after July 1, 2014, shall not be eligible for a Disability Retirement Allowance. Effective December 31, 2018, Participants retiring on and after such date shall no longer be eligible for a Disability Retirement Allowance.

(d) A Participant who does not become entitled to payments pursuant to Section 4.1(a), (b) or (c) shall not be entitled to any SERP retirement benefits under the Plan.

(e) Payment of the Normal Retirement Allowance, Early Retirement Allowance or Disability Retirement Allowance, as applicable, to a Participant who is otherwise entitled to such an allowance shall commence within the first ninety (90) days of the calendar year immediately following the calendar year in which the Participant actually experiences a Separation from Service and successive payments shall be made during the same ninety (90)-

day period in each subsequent calendar year for as long as the annuity form of payment in effect under Section 5 requires.

4.2 Amount of Normal Retirement Allowance.

(a) The annual Normal Retirement Allowance under the SERP for a Participant who has a Nonforfeitable right to such an allowance pursuant to Section 4.1 and who was an Eligible Contracted Officer before January 1, 2002 shall be equal to the greater of (1) or (2) below plus (3):

(1) (i) 2% of the Participant's Final Average Compensation multiplied by the most recent five years of the Participant's Creditable Service (or if the Participant has less than five years of Creditable Service, 2% of the Participant's Final Average Compensation multiplied by the Participant's total Creditable Service); plus

(ii) if the Participant has more than five years of Creditable Service, 1% of the Participant's Final Average Compensation multiplied by the Participant's years of Creditable Service in excess of five.

(2) If the Participant has at least twenty (20) years of Vesting Service, an amount equal to the annual premium due and payable by the Plan Sponsor under the life insurance policy described under Section 6.1; otherwise \$0; provided, however, for retirements effective on and after December 31, 2018, the amount shall be equal to the annual premium due and payable by the Plan Sponsor under the life insurance policy described under Section 6.10, without regard to the Participant's years of Vesting Service.

(3) If the Participant has at least twenty (20) years of Vesting Service, forty-one percent (41%) of the amount determined under Section 4.2(a)(2) above; otherwise, \$0; provided, however, for retirements effective on and after December 31, 2018, the amount shall be equal to forty-one percent (41%) of the amount determined under Section 4.2(a)(2) above, without regard to the Participant's years of Vesting Service.

Notwithstanding the foregoing, the Normal Retirement Allowance of a Participant whose SERP retirement benefit is calculated pursuant to this Section 4.2(a) and (A) who first commenced participation in the Plan on or after July 1, 2014; or (B) who, as an Inactive Participant, recommenced participation in the Plan on or after July 1, 2014, but prior to December 31, 2018, shall be determined solely by the computation under Section 4.2(a)(1).

(b) The annual Normal Retirement Allowance under the SERP for a Participant who has a Nonforfeitable right to such an allowance pursuant to Section 4.1 and who first became an Eligible Contracted Officer on or after January 1, 2002 shall be equal to the greater of (1) or (2) below plus (3):

(1) 1% of the Participant's Final Average Compensation multiplied by the Participant's years of Creditable Service; or

(2) If the Participant has at least twenty (20) years of Vesting Service, an amount equal to the annual premium due and payable by the Plan Sponsor under the life insurance policy described under Section 6.1; otherwise \$0; provided, however,

for retirements effective on and after December 31, 2018, the amount shall be equal to the annual premium due and payable by the Plan Sponsor under the life insurance policy described under Section 6.10, without regard to the Participant's years of Vesting Service.

(3) If the Participant has at least twenty (20) years of Vesting Service, forty-one percent (41%) of the amount determined under Section 4.2(b)(2) above; otherwise, \$0; provided, however, for retirements effective on and after December 31, 2018, the amount shall be equal to forty-one percent (41%) of the amount determined under Section 4.2(b)(2) above, without regard to the Participant's years of Vesting Service.

Notwithstanding the foregoing, the Normal Retirement Allowance of a Participant whose SERP retirement benefit is calculated pursuant to this Section 4.2(b) and (A) who first commenced participation in the Plan on or after July 1, 2014; or (B) who, as an Inactive Participant, recommenced participation in the Plan on or after July 1, 2014, but before December 31, 2018, shall be determined solely by the computation under Section 4.2(b)(1).

(c) The Normal Retirement Allowance of a Participant shall be determined annually as of each December 31st through and until December 31, 2018.

(d) Notwithstanding the provisions of Sections 4.2(a)(2) and 4.2(b)(2), with respect to any Participant who was an Active Participant as of December 31, 2012, for retirements occurring prior to December 31, 2018, the Plan Administrator may exercise its discretion to adjust the amount determined pursuant to either such provision to reflect the historical methodology used previously by the Plan Administrator to determine the amount under Section 4.2(a)(2) or 4.2(b)(2), as applicable.

(e) Notwithstanding the foregoing, with respect to determinations of Normal Retirement Allowances made prior to December 31, 2018, a subsequent decrease in the amount of the Normal Retirement Allowance attributable to a change in the Participant's Final Average Compensation following any prior determination of the Participant's Normal Retirement Allowance will not, by itself, cause a decrease in the amount of the Participant's Normal Retirement Allowance. In such a case, the previously determined Normal Retirement Allowance amount will remain in effect, as previously determined, unless and until a subsequent annual determination of the Normal Retirement Allowance produces a greater amount.

4.3 Amount of Early Retirement Allowance.

(a) Prior to December 31, 2018, the annual Early Retirement Allowance under the SERP for Participants who have a Nonforfeitable right to such an allowance pursuant to Section 4.1(b) shall be equal to the Normal Retirement Allowance determined in accordance with Subsection 4.2 except that the portion of the formula described in Section 4.2(a)(1) or 4.2(b)(1), as applicable, shall be based on the Participant's Final Average Compensation and Creditable Service at the date of retirement and reduced so that it is the Actuarial Equivalent of the allowance that would be payable had the Participant retired at Normal Retirement Age.

(b) Effective December 31, 2018, the annual Early Retirement Allowance under the SERP for eligible Participants shall be equal to the Normal Retirement Allowance determined in accordance with Subsection 4.2 and then reduced so that it is the Actuarial

Equivalent of the allowance that would be payable had the Participant retired at Normal Retirement Age.

4.4 Amount of Disability Retirement Allowance. The annual Disability Retirement Allowance under the SERP for eligible Participants shall be equal to the sum of the amount described in Sections 4.2(a)(2) and 4.2(a)(3) or Sections 4.2(b)(2) and 4.2(b)(3), as applicable. Notwithstanding the foregoing, an Active Participant who first commenced, or an Inactive Participant who recommenced, participation in the Plan pursuant to Section 3.1 on or after July 1, 2014 shall not be eligible for a Disability Retirement Allowance. Effective December 31, 2018, Participants retiring on and after such date shall no longer be eligible for a Disability Retirement Allowance.

4.5 FICA Payments. If and when a Participant's SERP retirement benefits first become Nonforfeitable pursuant to Section 4.1, the Participant shall be paid a cash amount, determined by the Plan Administrator, equal to the sum of (a) the additional taxes under Section 3101 of the Code arising as a result of the vesting event, plus (b) the additional amount that would be necessary to provide the amount determined under the foregoing Clause (a) net of all income and payroll taxes, including the income and payroll taxes payable with respect to the additional amount determined pursuant to this Clause (b). In its sole discretion, the Plan Administrator may apply all or any portion of the cash payment provided for under this Section 4.5 to the Participant's tax withholding obligations. Any cash payment that becomes due pursuant to this Section 4.5 shall be made by March 15th of the calendar year following the calendar year the SERP retirement benefits first become Nonforfeitable.

4.6 Restoration of Retired Participants to Service. Anything contained in this Plan to the contrary notwithstanding, if a Participant who has received or is receiving a Normal, Early or Disability Retirement Allowance again becomes an employee of the Company or any Affiliate, any retirement allowance payable under this Plan shall continue. On subsequent retirement, the retirement allowance payable to such Participant shall not be subject to any adjustment.

4.7 Suspension of Certain Benefits. Notwithstanding any other provision of the Plan to the contrary, any payment of benefits due to, or on behalf of, a Participant who is a Specified Employee during the six-month period immediately following his or her Separation from Service shall be suspended and such suspended amounts shall be paid within fifteen (15) business days after the expiration of such six-month period."

8. By deleting Section 6 in its entirety and by substituting therefor the following:

"SECTION 6
LIFE INSURANCE PREMIUM PAYMENTS

6.1 Amount of LIP Benefit.

(a) Prior to December 31, 2018, the LIP benefit is an annual amount payable during the period that the Participant is an eligible Active Participant pursuant to Section 3.2 and is equal to the sum of (i) the amount of the annual premium due under the policy described in Section 3.2, reduced by the portion of such annual premium payable by the Participant as and to the extent determined by the Plan Administrator, plus (ii) the amount determined under Clause (i) multiplied by the tax withholding rate for supplemental wages applicable to the Participant and increased by an amount to place the Participant in the same after-tax position that the Participant would have been in had the Participant not received the amount described in this Clause (ii). The face amount of the death benefit under the policy shall depend upon

the type of policy designated by the Plan Administrator pursuant to Section 3.2 for the Participant. The Plan Administrator may adjust the death benefit face amount from time to time in its discretion.

(b) Effective December 31, 2018, the LIP benefit is an annual amount payable during the period that a Participant remains in the continuous employ of the Company from and after December 31, 2018 and is equal to the sum of: (i) the amount of the annual premium due under the policy described in Section 3.2, reduced by the portion of such annual premium payable by the Participant as and to the extent determined by the Plan Administrator, plus (ii) the amount determined under Clause (i) multiplied by the tax withholding rate for supplemental wages applicable to the Participant and increased by an amount to place the Participant in the same after-tax position that the Participant would have been in had the Participant not received the amount described in this Clause (ii). The face amount of the death benefit under the policy shall depend upon the type of policy designated by the Plan Administrator pursuant to Section 3.2 for the Participant. The Plan Administrator may adjust the death benefit face amount from time to time in its discretion.

6.2 Payment of LIP Benefit . The amount of the LIP benefit shall be paid in cash or cash equivalents to the otherwise eligible Participant; provided, however, that the Plan Administrator, in its sole discretion, may pay a portion of the LIP benefit directly to the insurer that issued the policy described in Section 3.2.

(a) Prior to December 31, 2018, a Participant's status as an Active Participant must remain continuously in effect from the date of his or her initial commencement of participation in the Plan through the applicable policy anniversary date in order to qualify for that annual LIP benefit; provided, however, that the Plan Administrator, in its sole discretion, may elect to pay an additional annual LIP benefit on behalf of a Participant who has a Nonforfeitable right to SERP benefits as of his or her Separation from Service if such Separation from Service occurs prior to the applicable policy anniversary date for that year.

(b) Effective December 31, 2018, a Participant's status as an Employee must remain continuously in effect from the date of his or her initial commencement of participation in the Plan through the applicable policy anniversary date in order to qualify for that annual LIP benefit; provided, however, that the Plan Administrator, in its sole discretion, may elect to pay an additional annual LIP benefit on behalf of a Participant as of his or her Separation from Service if such Separation from Service occurs prior to the applicable policy anniversary date for that year.

Any LIP benefit will be paid within ninety (90) days following the applicable policy anniversary date.

6.3 Forfeiture of SERP Retirement Benefits . Notwithstanding any other provision of this Plan to the contrary, if a Participant otherwise eligible for LIP benefits under Section 3.2 forfeits the right to the continuation of LIP benefits pursuant to either Section 3.4(a)(2) or (3), the Participant shall also forfeit that portion of his or her SERP retirement benefits that would otherwise be payable pursuant to Sections 4.2(a)(2) and (3) or Sections 4.2(b)(2) and (3), as and to the extent applicable, whether in the form of a Normal, Early or Disability Retirement Allowance.”

9. By deleting Section 9.5 in its entirety and by substituting therefor the following:

“9.5 Effect of a Change of Control. Notwithstanding Section 3.4 to the contrary, each Participant who is otherwise eligible for a LIP benefit under Section 3.2 immediately prior to the effective date of a Change of Control shall continue to receive the LIP benefit contemplated by Section 6 until the earlier of the Participant’s attainment of age 62 or Separation from Service, regardless of any subsequent termination of the Plan.”

Except as specifically amended hereby, the Plan shall remain in full force and effect prior to this First Amendment.

IN WITNESS WHEREOF, the Company has caused this First Amendment to be executed on the day and year first above written

TYSON FOODS, INC.

By: /s/ Mary Oleksiuk

Title: Executive Vice President and Chief Human Resources Officer

**FIRST AMENDMENT TO THE EXECUTIVE SAVINGS PLAN
OF TYSON FOODS, INC.
(As Amended and Restated as of January 1, 2013)**

THIS FIRST AMENDMENT is made on this 16 day of November, 2017 by Tyson Foods, Inc., a corporation duly organized and existing under the laws of the State of Delaware (the “Employer”).

INTRODUCTION :

WHEREAS, the Employer maintains the Executive Savings Plan of Tyson Foods, Inc. (the “Plan”), which was last amended and restated by an indenture effective as of January 1, 2013;

WHEREAS, the Employer now desires to amend the Plan to enhance its non-elective contribution feature; and

WHEREAS, the Board of Directors of the Employer has authorized and duly approved the adoption of the amendments provided for herein.

NOW, THEREFORE, the Employer does hereby amend the Plan, effective as of January 1, 2019, as follows:

1. By deleting existing Section 1.1(c) in its entirety and by substituting therefor the following:

“(c) Non-elective Contribution Account. Each ‘Non-elective Contribution Account’ reflects credits to a Member’s Account made on his or her behalf pursuant to Section 3.3 from and after 2005, as adjusted to reflect designated rates of return and other credits or charges. If a Designated Member is credited with Non-elective Contributions made pursuant to Section 3.3(b), his or her Non-elective Contribution Account shall consist of two subaccounts:

- (i) a subaccount reflecting any Non-elective Contributions made pursuant to Section 3.3(a), adjusted to reflect designated rates of return, other credits and charges on such contributions; and
- (ii) a subaccount reflecting Non-elective Contributions made pursuant to Section 3.3(b), adjusted to reflect designated rates of return, other credits and charges on such contributions.”

2. By adding new Section 1.7A as follows:

“1.7A Designated Member. ‘Designated Member’ means an Employee who automatically qualifies as a Member for purposes of receiving Non-elective Contributions pursuant to Section 3.3(b). Designated Members are: (a) the Chief Executive Officer of Tyson Foods, Inc.; (b) any other Employee with the title of Vice President or above who directly reports to the Chief Executive Officer of Tyson Foods, Inc., as reflected by the personnel records then maintained by Tyson Foods, Inc., for as long as such Designated Member continues to occupy any such position; and (c) an individual who is not described in Clause (a) or Clause (b) of this Section 1.7A, but was an ‘Active Participant’ in the Tyson Foods, Inc. Supplemental Executive Retirement and Life Insurance Premium Plan (the ‘SERP’) on December 31, 2018, as such term is defined in the SERP. A Designated Member is a Member only for purposes of being credited with Non-elective Contributions under Section 3.3(b), unless the Designated Member is an Eligible Employee who has also been approved by the Committee for active participation for purposes

of Sections 3.1, 3.2, and 3.3(a) pursuant to Section 2.1.”

3. By deleting existing Section 1.13 in its entirety and by substituting therefor the following:

“1.13 Enrollment Period. “Enrollment Period” means, with respect to deferrals of Compensation generally, each election period designated by the Committee with respect to a Plan Year during which new Members may establish, and current Members may amend, their rates of Elective Deferrals under their Salary Reduction Agreements and/or the time and form of payment of Compensation to be deferred with respect to such Plan Year, which election period shall end prior to the first day of each Plan Year; provided, however, to the extent the Committee may permit:

(a) with respect to a deferral of Annual Bonus, a separate election to make or amend an Elective Deferral rate may be made during the election period established by the Committee which ends prior to the earlier of the first day of each Plan Year or the first day of the applicable performance period; provided, however, if the Annual Bonus qualifies as performance-based compensation within the meaning of Treasury Regulations Section 1.409A-1(e) and satisfies the criteria under Treasury Regulations Section 1.409A-2(a)(8), the election period may end as late as six (6) months prior to the end of the performance period; and

(b) in the case of a Member who is first eligible to defer Compensation as of any date other than January 1, the 30-day period beginning as of the date the Eligible Employee becomes eligible to be a Member.”

4. By deleting existing Section 1.14 in its entirety and by substituting therefor the following:

“1.14 Member. ‘Member’ means (a) any Eligible Employee who has been designated for participation as provided in Article II below; and (b) any Designated Member; provided, however, that any Employee who ceases to be an Eligible Employee or Designated Member shall remain an inactive Member until his or her benefits are paid pursuant to Article VII or VIII below.”

5. By deleting existing Section 1.15 in its entirety and by substituting therefor the following:

“1.15 Non-elective Contributions. ‘Non-elective Contributions’ means an amount credited to a Member’s Non-elective Contribution Account by the Employer pursuant to Section 3.3(a) and/or Section 3.3(b).”

6. By deleting existing Sections 2.1 and 2.2 in their entirety and by substituting therefor the following:

“2.1 Requirements for Participation.

(a) Eligible Employees. Any Eligible Employee who has been approved for Plan membership by the Committee pursuant to Article II may participate in the Plan as a Member commencing as of the Enrollment Period coinciding with or next following the date on which his or her Plan membership is approved by the Committee and processed administratively.

(b) Designated Members. For purposes of being credited with Non-elective Contributions under Section 3.3(b), a Designated Member under Section 1.7A(a) or Section 1.7A(b) shall become a Member as of the later of January 1, 2019 or the date he or she first is appointed to a qualifying position. A Designated Member who qualifies as such only under Section 1.7A(c) shall become a Member as of the most recent Enrollment Period ending prior to January 1, 2019.

2.2 Cessation of Active Participation.

(a) Members Other Than Designated Members. A Member, other than a Designated Member for purposes of Section 3.3(b), shall cease to be eligible for active participation in the Plan as of any date communicated to the Member by the Committee. Such a Member will no longer be eligible to make further Elective Deferrals under the Plan pursuant to Section 3.1 or be credited with Matching Contributions or Non-elective Contributions, but shall continue to be subject to all other terms of the Plan so long as his or her Account has not been fully distributed. Any deferral election then in effect as of the date the Member ceases to be eligible for active participation will be cancelled by action of the Committee as soon as administratively practical, subject to any restrictions on the implementation of the cancellation under Code Section 409A.

(b) Designated Members. For purposes of being credited with Non-elective Contributions under Section 3.3(b), a Designated Member described in Section 1.7A(a) or Section 1.7A(b) shall cease to be eligible for such contributions when such Member ceases to occupy any such qualifying position; provided, however, that such a Designated Member may continue to participate in the Plan for purposes of Sections 3.1, 3.2, and 3.3(a) if continued participation has been or is approved by the Committee. An Eligible Member described in Section 1.7A(c) shall cease to be eligible for such contributions when such Member ceases to be an Employee; provided, however, that such a Designated Member may continue to participate in the Plan for purposes of Sections 3.1, 3.2, and 3.3(a) if continued participation has been or is approved by the Committee and the Designated Member is an Eligible Employee. A Member who ceases to be eligible for active participation for purposes of Section 3.3(b) shall continue to be subject to all other terms of the Plan so long as his or her Account has not been fully distributed.”

7. By deleting existing Sections 2.4 in its entirety and by substituting therefor the following:

“2.4 Participation Following Non-Eligibility. Each Member whose service is terminated and who subsequently is re-employed by the Employer or who otherwise becomes ineligible for active participation in the Plan may be treated under the Plan upon a return to membership as a new Member pursuant to Section 1.13(b), but only if the Member has not been eligible to participate in the Plan (other than with respect to the receipt of earnings credits under Article III) for a period of at least twenty-four (24) months; provided, however, that a Designated Member described in Section 1.7A(c) whose service is terminated and who subsequently is re-employed by the Employer may participate for purposes of Section 3.3(b) only if the former Designated Member qualifies as a Designated Member pursuant to Section 1.7A(a) or Section 1.7A(b).”

8. By deleting existing Section 3.3 in its entirety and by substituting therefor the following:

“3.3 Non-elective Contributions .

(a) Non-elective Contributions to Member(s). An Employer may, in its discretion, make contributions to any Member’s Non-elective Contribution Account for one or more Plan Years, as determined in the sole discretion of the Employer. The amount of any contribution made on behalf of a Member pursuant to this Section 3.3(a) may be expressed as a percentage of the Member’s base salary rate as in effect on the date the amount is credited to the Member’s Non-elective Contribution Account in accordance with Section 3.3(c) below or in any other manner determined by the Employer. The amount of any contributions made pursuant to this Section 3.3(a) for any Plan Year may vary among Members and may be contributed on behalf of one or more Members and not others.

(b) Non-elective Contributions to Designated Members. Tyson Foods, Inc. shall make contributions to each Designated Member’s Non-elective Contribution Account for each pay period during Plan Years commencing on and after January 1, 2019 equal to four percent (4%) of the Designated Member’s Compensation payable for each such pay period during which a Designated Member is employed by an Employer.

(c) Crediting Non-elective Contributions. Non-elective Contributions made pursuant to Section 3.3(a) shall be credited by the Employer to a Member’s Non-elective Contribution Account as of a date determined by the Committee in its sole discretion. Non-elective Contributions made pursuant to Section 3.3(b) shall be credited by Tyson Foods, Inc. to a Designated Member’s Non-elective Contribution Account as of the last day of the applicable pay period.”

9. By deleting existing Section 4.2 in its entirety and by substituting therefor the following:

4.2 Hypothetical Investment of Accounts . Until such time as the Committee directs otherwise, each Member may direct the Committee to hypothetically invest his or her Account among one or more investment options designated by the Committee as the Member shall select by providing written notice to the Committee according to the procedures established by the Plan Administrator for that purpose.

(a) All investment directions, or changes in investment directions, of the Member’s Account shall be made in accordance with the procedures established by the Committee.

(b) An investment direction, once given, shall be deemed to be a continuing direction until changed as otherwise provided herein. If no direction is effective for the date a deferral or contribution is to be made, all deferrals or contributions which are to be made for such date shall be treated as invested in such investment option as the Committee may determine.

The Committee, in its discretion, may from time to time designate new investment options, substitute investment options, or eliminate any existing investment options.”

10. By deleting existing Article V in its entirety and by substituting therefor the following:

**“ARTICLE V
Vesting**

All Account and subaccount balances shall be fully vested at all times; provided, however, that: (a) Non-elective Contribution Accounts (other than Non-elective Contributions Account subaccounts maintained for Non-elective Contributions made pursuant to Section 3.3(b)); and (b) Pre-2005 Non-elective Contribution Accounts, and any subaccounts thereof, of any particular Member or categories of Members may be subject to such vesting schedule(s) as the Committee may determine from time to time and communicate to such Member(s). Notwithstanding the foregoing, Non-elective Contributions made pursuant to Section 3.3(b) shall be deemed vested only once credited to a Designated Member’s Non-elective Contribution Account pursuant to Section 3.3(c).”

11. By deleting existing Subsections (a) and (b) of Section 8.1 in their entirety and by substituting therefor the following:

“(a) Employee Deferral Accounts, Employer Match Accounts, and Non-elective Contributions. During the applicable Enrollment Period, including a Member’s initial deferral election and initial deferral elections for subsequent Plan Years, the Member may elect the manner in which any amounts to be credited to his or her Employee Deferral Account, Employer Match Account, and, if applicable, Non-elective Contribution Account for such Plan Year shall be paid. For each such Plan Year, a Member may elect during the applicable Enrollment Period to be paid such amounts at the time and in one of the following forms designated below:

(i) in a lump sum in January of a specified calendar year (which is at least two (2) years following the Plan Year for which the election is made);

(ii) in annual installments (not to exceed fifteen (15) years) commencing in January of a specified calendar year (which is at least two (2) years following the Plan Year for which the election is made);

(iii) in a lump sum in January of the calendar year following the calendar year in which the Member’s Separation from Service occurs;

(iv) in annual installments (not to exceed fifteen (15) years) commencing in January of the calendar year following the calendar year in which the Member’s Separation from Service occurs;

(v) the earlier of (i) or (iii) above;

(vi) the earlier of (ii) or (iv) above;

(vii) the later of (i) or (iii) above; or

(viii) the later of (ii) or (iv) above.

(b) Single Payment Election Per Plan Year. While a Member may make separate time and form of payment elections with respect to amounts attributable to contributions made with respect to different Plan Years on his or her behalf, any such payment election shall apply on the same term and conditions to all such amounts, whether attributable to Elective Deferrals, Matching Contributions, and/or Non-elective Contributions, made with respect to any particular Plan Year.”

Except as specifically amended hereby, the Plan shall remain in full force and effect as prior to this First Amendment.

IN WITNESS WHEREOF, the Employer has caused this First Amendment to be executed on the day and year first above written.

TYSON FOODS, INC.

By: /s/ Mary Oleksiuk

Title: Executive Vice President and Chief Human Resources Officer

**TYSON FOODS, INC.
2000 STOCK INCENTIVE PLAN**

**PERFORMANCE SHARES -- OPERATING INCOME
STOCK INCENTIVE AWARD AGREEMENT**

Team Member: «Name»

Personnel Number: []

Award: [Target Quantity Granted] Performance Shares

Grant Date November 17, 2017

Initial Measurement Date: October 1, 2017

Final Measurement Date: October 3, 2020

Vesting Date: November 20, 2020

This **Award** is granted on the Grant Date by Tyson Foods, Inc., a Delaware corporation (“Tyson”), to the Team Member (hereinafter referred to as “you”) identified on the cover page of this Award Agreement.

1. **Terms and Conditions.** The Award (as provided on the cover page) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan (the “Plan”). Unless otherwise defined herein, all capitalized terms in this Performance Shares Operating Income Stock Incentive Award Agreement (the “Award Agreement”) shall have the meaning stated in the Plan. Please see the Plan document for more information on these terms and conditions. A copy of the Plan is available upon request.
 2. **Definitions .**
 - 2.1. "Cause," "Disability," "Good Reason," and "Release" shall have the same meanings as set forth in your employment agreement with Tyson in effect at the time of this Award (the “Employment Agreement”).
 - 2.2. "Final Measurement Date" shall mean the date identified as such on the cover page.
 - 2.3. "Grant Date" shall mean the date identified as such on the cover page.
 - 2.4. "Initial Measurement Date" shall mean the date identified as such on the cover page.
 - 2.5. "Measurement Period" shall mean the three-fiscal year period from the Initial Measurement Date to the Final Measurement Date.
 - 2.6. "Operating Income" shall mean Tyson's GAAP operating income, as adjusted for significant impairments, restructuring and related charges, purchase accounting and acquisition related costs, merger and integration costs, and gains and losses associated with the sale or closure operations, in the reasonable discretion of the Compensation and Leadership Development Committee.
 - 2.7. "Operating Income Goal" for the Measurement Period shall be a cumulative Operating Income of \$.
 - 2.8. "Performance Shares" shall mean the shares of Tyson's Class A common stock subject to this Award Agreement.
 - 2.9. "Vesting Date" shall mean the date on the cover page.
 - 2.10. "Vesting Period" shall mean the period beginning on the Grant Date and ending on the Vesting Date.
 3. **Vesting .**
 - 3.1. **Vesting and Forfeiture.** The Award which has become payable pursuant to the performance measure and benchmarks set forth below shall be considered as fully earned by you, subject to the further provisions of this Section 3. Any Award which does not become payable in accordance with the performance measure and benchmarks or the provisions of this Section 3 on account of: (i) your Termination of Employment with Tyson and/or its affiliates before the Vesting Date or (ii) the failure to satisfy the performance measure or benchmarks provided below, will be forfeited back to Tyson.
 - 3.2. **Death, Disability or Retirement.** In the event your Termination of Employment is due to death, Disability or, subject to your timely execution and non-revocation of a Release, Retirement before the Vesting Date, you will be entitled to a pro rata portion of your Award if the applicable performance measure is satisfied. The pro rata portion of your Award shall equal the percentage of the total Vesting Period, measured in days, in which you remained employed by Tyson and/or its affiliates multiplied by the percentage of the Award that you would have received had you remained employed until the Vesting Date. For purposes of this Agreement, “Retirement” shall mean your voluntary Termination of Employment without Cause from Tyson and/or its affiliates on or after the date you attain age 62.
 - 3.3. **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, Retirement, or Cause, or by you for Good Reason, and subject to your timely execution and non-revocation of a Release, you will become entitled to a pro rata portion of your Award if the applicable performance measure is satisfied. The pro rata portion of your Award shall equal the percentage of the total Vesting Period, measured in days, in which you remained employed by Tyson and/or its affiliates multiplied by the percentage of the Award that you would have received had you remained employed until the Vesting Date.
 - 3.4. **Change in Control .** Following a Change in Control, and on the earlier of: (i) the date you are involuntarily terminated without Cause (as defined in your Employment Agreement) or (ii) sixty (60) days after the Change in Control, you shall become entitled to payment of Tyson’s Class A common stock equal to 200% of the Award. For purposes of this Award Agreement, the term “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.
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4. **Performance Measure.** The extent, if any, to which you shall have the right to payment of the Award shall depend upon your continuous employment throughout the Vesting Period and the extent to which the applicable performance measure or benchmark has been satisfied as of the Final Measurement Date, as specified below:
- The Award shall have the following benchmarks:
- (i) If Operating Income for a Measurement Period is equal to eighty percent (80%) of the Operating Income Goal there shall be a payment of Performance Shares to you equal to 50% of the Award;
 - (ii) If Operating Income for a Measurement Period is equal to one hundred percent (100%) of the Operating Income Goal there shall be a payment of Performance Shares to you equal to 100% of the Award; and
 - (iii) If Operating Income for a Measurement Period is equal to one hundred twenty percent (120%) of the Operating Income Goal there shall be a payment of Performance Shares to you equal to 200% of the Award.
- Performance between the foregoing benchmarks shall result in the payment of a number of Performance Shares to you determined as a matter of applying a straight-line interpolation as follows: (a) if Operating Income exceeds the 80% benchmark but falls below the 100% benchmark, the straight-line interpolation shall be between the number of Performance Shares specified in clause (i) and the number specified in clause (ii) above; and (b) if Operating Income exceeds 100% but falls below 120% of the benchmark, the straight-line interpolation shall be between the number of Performance Shares specified in clause (ii) and the number specified in clause (iii) above.
5. **Payment of Award.** The Performance Shares that may become payable pursuant to this Award Agreement shall be determined based upon the highest benchmark attained in the respective category. In other words, the attainment of multiple benchmarks under this Award Agreement will not result in the payment of a cumulative number of Performance Shares for each benchmark achieved. Your Award, if any, will be earned on the Vesting Date and delivered thereafter. Payment shall be made in shares of Tyson's Class A common stock.
6. **Withholding Taxes.** By accepting the Award, you acknowledge and agree that you are responsible for all applicable income and other taxes from this Award, including federal, FICA, state and local taxes applicable in your country of residence or employment. Tyson shall withhold taxes by any manner acceptable or administratively feasible under the terms of the Plan, but not to exceed the maximum tax due for the applicable income you receive from the Award, consistent with the laws of the applicable federal, state or local taxing authority.
7. **Right of the Committee.** The Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Award Agreement, all of which shall be binding.
8. **Severability.** In the event that any one or more of the provisions or a portion thereof contained in this Award Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provision of this Award Agreement, and this Award Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.
9. **Entire Agreement.** Subject to the terms and conditions of the Plan, this Award Agreement expresses the entire understanding and agreement of Tyson and you with respect to the subject matter. In the event of any conflict between the provisions of the Plan and the terms of this Award Agreement, the provisions of the Plan will control unless this Award Agreement explicitly states that an exception to the Plan is being made. The Award has been made pursuant to the Plan and an administrative record is maintained by the Committee.
10. **Restrictions on Transfer of Award.** You shall not dispose of the Award prior to the date unrestricted, vested shares in your name are delivered to you by Tyson pursuant to Section 5. Any disposition of the Award or any portion thereof shall be a violation of the terms of this Award Agreement and shall be void and without effect; provided, however, that this provision shall not preclude a transfer as otherwise permitted by the Plan.
11. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
12. **Specific Performance.** In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Award Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and an injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.
13. **No Vested Right in Future Awards.** You acknowledge and agree that the granting of the Award under this Award Agreement is made on a fully discretionary basis by Tyson and that this Award Agreement does not confer a vested right to
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further Awards in the future. Further, the Award set forth in this Award Agreement constitutes a non-recurrent benefit and the terms of this Award Agreement are applicable only to the Award granted pursuant to this Award Agreement.

14. **No Right to Continued Employment.** You acknowledge and agree (through electronic acknowledgment and acceptance of this Award Agreement) that neither the adoption of the Plan nor the granting of any Award shall confer any right to continued employment with Tyson, nor shall it interfere in any way with Tyson's right to terminate your employment at any time for any reason in accordance with the terms of your Employment Agreement.
15. **Governing Law.** The Plan, this Award Agreement and all determinations made and actions taken pursuant to the Plan or Award Agreement shall be governed by the laws of the State of Arkansas, without giving effect to the conflict of laws principles thereof.
16. **Successors and Assigns .** This Award Agreement shall inure to the benefit of and be binding upon each successor and assign of Tyson. All obligations imposed upon you, and all rights granted to Tyson hereunder, shall be binding upon your heirs, successors and administrators.

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TYSON FOODS, INC.

By: /s/ Tom Hayes

Title: President & CEO

This **Award** is granted on the Grant Date by Tyson Foods, Inc., a Delaware corporation (“Tyson”), to the Team Member (hereinafter referred to as “you”) identified on the cover page of this Award Agreement.

1. **Terms and Conditions.** The Award (as provided on the cover page) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan (the “Plan”). Unless otherwise defined herein, all capitalized terms in this Performance Shares Total Shareholder Return Stock Incentive Award Agreement (the “Award Agreement”) shall have the meaning stated in the Plan. Please see the Plan document for more information on these terms and conditions. A copy of the Plan is available upon request.
 2. **Definitions .**
 - 2.1. “Cause,” “Disability,” “Good Reason,” and “Release” shall have the same meanings as set forth in your agreement with Tyson in effect at the time of this Award (the “Employment Agreement”).
 - 2.2. “Final Measurement Date” shall mean the date identified as such on the cover page.
 - 2.3. “Grant Date” shall mean the date as provided on the cover page.
 - 2.4. “Initial Measurement Date” shall mean the date as provided on the cover page.
 - 2.5. “Measurement Period” shall mean the three-fiscal year period from the Initial Measurement Date to the Final Measurement Date.
 - 2.6. “Peer Group” shall mean that group of publicly traded companies most recently determined by the Compensation and Leadership Development Committee of Tyson's Board of Directors (“Compensation Committee”), which at the Initial Measurement Date is comprised of the following companies: Archer Daniels Midland Co., Bunge Ltd., Campbell Soup Co., Coca-Cola Co., ConAgra Foods, Inc., General Mills, Inc., The Hershey Company, Hormel Foods Corp., J.M. Smucker Co., Kellogg Co., Kraft Heinz Co., Mondelez International, Inc., PepsiCo Inc., and Pilgrim's Pride Corp. If one or more members of the Peer Group ceases to be the surviving entity in a corporate transaction, the successor entity shall replace the entity which has ceased to exist provided that the primary business of the successor entity and its affiliates is in substantially the same lines of business as Tyson. If a member of the Peer Group (a) ceases to have any class of securities registered under the Securities Exchange Act of 1934; (b) ceases to exist in circumstances where there is no successor entity or where the primary business of the successor entity and its affiliates is not in substantially the same lines of business as Tyson; or (c) becomes bankrupt, that member of the Peer Group shall be deleted as a member of the Peer Group and shall not be counted for purposes of measuring satisfaction of the Total Shareholder Return Goals.
 - 2.7. “Performance Shares” shall mean the shares of Tyson's Class A common stock subject to this Award Agreement.
 - 2.8. “Share Price” shall mean the average ending closing price of Tyson's Class A common stock in the case of Tyson, or the publicly traded stock in the case of a Peer Group company, for the twenty trading days preceding the Initial Measurement Date and the Final Measurement Date.
 - 2.9. “Total Shareholder Return” shall mean the percentile comparison during the Measurement Period of the total shareholder return of Tyson as compared to members of the Peer Group. Total shareholder return of Tyson and of the Peer Group shall be calculated as the sum of (a) Share Price at Final Measurement Date, less (b) Share Price at the Initial Measurement Date, plus (c) cumulative dividends per share paid during the Measurement Period based on the ex-dividend date for which the resulting sum of (a), (b) and (c) is divided by the Share Price at the Initial Measurement Date.
 - 2.10. “Total Shareholder Return Goals” shall mean the performance measures specified in Section 4.
 - 2.11. “Vesting Date” shall mean the date as provided on the cover page.
 - 2.12. “Vesting Period” shall mean the period beginning on the Grant Date and ending on the Vesting Date.
 3. **Vesting .**
 - 3.1. **Vesting and Forfeiture.** Any Award which has become payable pursuant to the performance measure and benchmarks set forth below shall be considered as fully earned by you, subject to the further provisions of this Section 3. Any Award which does not become payable in accordance with the performance measure and benchmarks or the provisions of this Section 3 on account of: (i) your Termination of Employment with Tyson and/or its affiliates before the Vesting Date or (ii) the failure to satisfy the performance measure and benchmarks provided below, will be forfeited back to Tyson.
 - 3.2. **Death, Disability or Retirement.** In the event your Termination of Employment is due to death, Disability or, subject to your timely execution and non-revocation of a Release, Retirement before the Vesting Date, you will be entitled to a pro rata portion of your Award if the applicable performance measure is satisfied. The pro rata portion of your Award shall equal the percentage of the total Vesting Period, measured in days, in which you remained employed by Tyson and/or its affiliates multiplied by the percentage of the Award that you would have received had you remained employed until the Vesting Date. For purposes of this Agreement,
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“Retirement” shall mean your voluntary Termination of Employment without Cause from Tyson and/or its affiliates on or after the date you attain age 62.

- 3.3. **Termination by Tyson without Cause or by you for Good Reason.** In the event of your Termination of Employment by Tyson for reasons other than death, Disability, Retirement, or Cause, or by you for Good Reason, and subject to your timely execution and non-revocation of a Release, you will become entitled to a pro rata portion of your Award if the applicable performance measure is satisfied. The pro rata portion of your Award shall equal the percentage of the total Vesting Period, measured in days, in which you remained employed by Tyson and/or its affiliates multiplied by the percentage of the Award that you would have received had you remained employed until the Vesting Date.
- 3.4. **Change in Control.** Following a Change in Control, and on the earlier of: (i) the date you are involuntarily terminated without Cause (as defined in your Employment Agreement) or (ii) sixty (60) days after the Change in Control, you shall become entitled to a payment of Tyson’s Class A common stock equal to 200% of the Award. For purposes of this Award Agreement, the term “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.
4. **Performance Measure.** The extent, if any, to which you shall have the right to payment, respectively, of the Award shall depend upon your continuous employment throughout the Vesting Period and the extent to which the applicable performance measure or benchmark has been satisfied as of the Final Measurement Date, as specified below:
 The Award shall have the following benchmarks during the Measurement Period:
- (i) If Tyson’s Total Shareholder Return is equal to the thirtieth percentile (30%) of the Peer Group members, there shall be a payment of Performance Shares to you equal to 50% of the Award;
 - (ii) If Tyson’s Total Shareholder Return is equal to the fiftieth percentile (50%) of the Peer Group members, there shall be a payment of Performance Shares to you equal to 100% of the Award; and
 - (iii) If Tyson’s Total Shareholder Return is equal to the eightieth percentile (80%) of the Peer Group members, there shall be a payment of Performance Shares to you equal to 200% of the Award.
- Performance between the foregoing benchmarks shall result in the payment of a number of Performance Shares to you determined as a matter of applying a straight-line interpolation as follows: (a) if Tyson’s Total Shareholder Return is more than the thirtieth percentile (30%) but less than or equal to the fiftieth percentile (50%) of the Peer Group members, straight-line interpolation shall be between the minimum number of the Performance Shares specified in clause (i) and the number specified in clause (ii) above; and (b) if Tyson’s Total Shareholder Return is more than the fiftieth percentile (50%) but less than or equal to eightieth percentile (80%) of the Peer Group members, straight-line interpolation shall be between the number of Performance Shares specified in clause (ii) and the number specified in clause (iii) above.
5. **Payment of Award.** The Performance Shares that may become payable pursuant to this Award Agreement shall be determined based upon the highest benchmark attained in the respective category. In other words, the attainment of multiple benchmarks under this Award Agreement will not result in the payment of a cumulative number of Performance Shares for each benchmark achieved. Your Award, if any, will be earned on the Vesting Date and delivered thereafter. Payment shall be made in shares of Tyson’s Class A common stock.
6. **Withholding Taxes.** By accepting the Award, you acknowledge and agree that you are responsible for all applicable income and other taxes from any Award, including federal, FICA, state and local taxes applicable in your country of residence or employment. Tyson shall withhold taxes by any manner acceptable or administratively feasible under the terms of the Plan, but not to exceed the maximum tax due for the applicable income you receive from the Award, consistent with the laws of the applicable federal, state or local taxing authority.
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7. **Right of the Committee.** The Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Award Agreement, all of which shall be binding.
8. **Severability.** In the event that any one or more of the provisions or a portion thereof contained in this Award Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Award Agreement, and this Award Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.
9. **Entire Agreement.** Subject to the terms and conditions of the Plan, this Award Agreement expresses the entire understanding and agreement of Tyson and you with respect to the subject matter. In the event of any conflict between the provisions of the Plan and the terms of this Award Agreement, the provisions of the Plan will control unless this Award Agreement explicitly states that an exception to the Plan is being made. The Award has been made pursuant to the Plan and an administrative record is maintained by the Committee.
10. **Restrictions on Transfer of Award.** You shall not dispose of the Award prior to the date unrestricted, vested shares in your name are delivered to you by Tyson pursuant to Section 5. Any disposition of the Award or any portion thereof shall be a violation of the terms of this Award Agreement and shall be void and without effect; provided, however, that this provision shall not preclude a transfer as otherwise permitted by the Plan.
11. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
12. **Specific Performance.** In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Award Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and an injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.
13. **No Vested Right in Future Awards.** You acknowledge and agree that the granting of the Award under this Award Agreement is made on a fully discretionary basis by Tyson and that this Award Agreement does not confer a vested right to further Awards in the future. Further, the Award set forth in this Award Agreement constitutes a non-recurrent benefit and the terms of this Award Agreement are applicable only to the Award granted pursuant to this Award Agreement.
14. **No Right to Continued Employment.** You acknowledge and agree (through electronic acknowledgment and acceptance of this Award Agreement) that neither the adoption of the Plan nor the granting of any Award shall confer any right to continued employment with Tyson, nor shall it interfere in any way with Tyson's right to terminate your employment at any time for any reason in accordance with the terms of your Employment Agreement.
15. **Governing Law.** The Plan, this Award Agreement and all determinations made and actions taken pursuant to the Plan or Award Agreement shall be governed by the laws of the State of Arkansas, without giving effect to the conflict of laws principles thereof.
16. **Successors and Assigns.** This Award Agreement shall inure to the benefit of and be binding upon each successor and assign of Tyson. All obligations imposed upon you, and all rights granted to Tyson hereunder, shall be binding upon your heirs, successors and administrators.

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TYSON FOODS, INC.

By: /s/ Tom Hayes

Title: President & CEO

TYSON FOODS, INC.
2000 STOCK INCENTIVE PLAN
RESTRICTED STOCK SUBJECT TO PERFORMANCE CRITERIA
STOCK INCENTIVE AWARD AGREEMENT

Team Member: **«name»**

Personnel Number: **«PERS_»**

Award: **«Shares_Granted»** Shares of Restricted Stock

Grant Date November 17, 2017

Initial Measurement Date: October 1, 2017

Final Measurement Date: October 3, 2020

Vesting Date: November 20, 2020

This **Award** is granted on the Grant Date by Tyson Foods, Inc., a Delaware corporation (“Tyson”), to the Team Member (hereinafter referred to as “you”) identified on the cover page of this Award Agreement.

1. **Terms and Conditions.** The Award (as provided on the cover page) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan (the “Plan”). Unless otherwise defined herein, all capitalized terms in this Restricted Stock Subject to Performance Criteria Stock Incentive Award Agreement (the “Award Agreement”) shall have the meaning stated in the Plan. Please see the Plan document for more information on these terms and conditions. A copy of the Plan is available upon request.
 2. **Definitions .**
 - 2.1. “Cause,” “Disability,” “Good Reason,” and “Release” shall have the same meanings as set forth in your Employment Agreement.
 - 2.2. “Final Measurement Date” shall mean the date on the cover page.
 - 2.3. “Grant Date” shall mean the date identified as such on the cover page.
 - 2.4. “Initial Measurement Date” shall mean the date on the cover page.
 - 2.5. “Measurement Period” shall mean the three-fiscal year period from the Initial Measurement Date to (i) the Final Measurement Date or (ii) the date of your Termination of Employment pursuant to Section 3.2 or 3.3.
 - 2.6. “Operating Income” shall mean Tyson's GAAP operating income, as adjusted for significant impairments, restructuring and related charges, purchase accounting and acquisition related costs, merger and integration costs, and gains and losses associated with the sale or closure operations , in the reasonable discretion of the Compensation and Leadership Development Committee.
 - 2.7. “Operating Income Goal” for the Measurement Period shall be a cumulative Operating Income of \$125,000,000.00.
 - 2.8. “Restricted Stock” means the shares of Tyson's Class A common stock subject to this Award Agreement.
 - 2.9. “Vesting Date” shall mean the date on the cover page.
 - 2.10. “Vesting Period” shall mean the period beginning on the Grant Date and ending on the Vesting Date.
 3. **Vesting .**
 - 3.1. **Vesting and Forfeiture.** The Award which becomes vested pursuant to the performance measure set forth below shall be considered as fully earned by you, subject to the further provisions of this Section 3. Any Award which does not become vested in accordance with the performance measure or the provisions of this Section 3 on account of: (i) your Termination of Employment with Tyson and/or its affiliates before the Vesting Date or (ii) the failure to satisfy the performance measure provided below, will be forfeited back to Tyson.
 - 3.2. **Death, Disability or Retirement.** In the event your employment is terminated due to death, Disability or, subject to your timely execution and non-revocation of a Release, Retirement before the Vesting Date, the Measurement Period will end on the date your employment is terminated and you will be entitled to your Award if the performance measure is on track to be satisfied (e.g., on a run rate basis) as of the date of your termination. For purposes of this Agreement, “Retirement” shall mean your voluntary termination of employment without Cause from Tyson and/or its affiliates on or after the later of the first anniversary of the Grant Date or the date you attain age 62.
 - 3.3. **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, Retirement, or Cause, or by you for Good Reason before the Vesting Date, and subject to your timely execution and non-revocation of a Release, the Measurement Period will end on the date your employment is terminated, and you will become entitled to a pro rata portion of your Award if the performance measure is on track to be satisfied (e.g., on a run rate basis) as of the date of your termination. The pro rata portion of your Award shall equal the percentage of the total Vesting Period, measured in days, in which you remained employed by Tyson and/or its affiliates over the percentage of the Award that you would have received had you remained employed until the Vesting Date. If your employment is terminated pursuant to this paragraph and your termination of employment occurs on or after the later of the first anniversary of the Grant Date or the date you attain age 62, subject to your timely execution and non-revocation of a Release, you will be fully vested in your Award if the performance measure is on track to be satisfied (e.g. on a run rate basis).
 - 3.3. **Change in Control .** Following a Change in Control, and on the earlier of: (i) the date you are involuntarily terminated without Cause (as defined in your Employment Agreement) or (ii) sixty (60) days after the Change in Control, you shall become entitled to payment of Tyson’s Class A Common Stock equal to the Award that you would have received had you remained employed until the Vesting Date and the performance measure had been satisfied. For purposes of this Award Agreement, the term “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)
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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.

4. **Performance Measure.** The extent, if any, to which you shall have the right to become vested in this Award Agreement shall depend upon your continuous employment throughout the Vesting Period and the extent to which the performance measure has been satisfied as of the Final Measurement Date or the date of your Termination of Employment, as applicable, as specified below:
 - If Operating Income for a Measurement Period is equal to or greater than one hundred percent (100%) of the Operating Income Goal, or in the case of a termination pursuant to Section 3.2, the Operating Income Goal is on track to be satisfied as of the date of your Termination of Employment, you shall become fully vested in your award.
 - In the case of a termination pursuant to Section 3.3, if the Operating Income Goal is on track to be satisfied as of the date of your Termination of Employment, you shall become vested in a pro rata portion of your Award as described in Section 3.3.
 5. **Delivery of Shares.** To the extent your Award becomes vested, the shares subject to your Award, if any, will be delivered thereafter.
 6. **Withholding Taxes.** By accepting the Award, you acknowledge and agree that you are responsible for all applicable income and other taxes from any Award, including federal, FICA, state and local taxes applicable in your country of residence or employment. Tyson shall withhold taxes by any manner acceptable or administratively feasible under the terms of the Plan, but not to exceed the maximum tax due for the applicable income you receive from the Award, consistent with the laws of the applicable federal, state or local taxing authority.
 7. **Right of the Committee.** The Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Award Agreement, all of which shall be binding.
 8. **Severability.** In the event that any one or more of the provisions or a portion thereof contained in this Award Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provision of this Award Agreement, and this Award Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.
 9. **Entire Agreement.** Subject to the terms and conditions of the Plan, this Award Agreement expresses the entire understanding and agreement of Tyson and you with respect to the subject matter. In the event of any conflict between the provisions of the Plan and the terms of this Award Agreement, the provisions of the Plan will control unless this Award Agreement explicitly states that an exception to the Plan is being made. The Award has been made pursuant to the Plan and an administrative record is maintained by the Committee.
 10. **Restrictions on Transfer of Award.** You shall not dispose of the Award prior to the date unrestricted, vested shares in your name are delivered to you by Tyson pursuant to Section 5. Any disposition of the Award or any portion thereof shall be a violation of the terms of this Award Agreement and shall be void and without effect; provided, however, that this provision shall not preclude a transfer as otherwise permitted by the Plan.
 11. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
 12. **Specific Performance.** In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Award Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and an injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.
 13. **No Vested Right in Future Awards.** You acknowledge and agree that the granting of the Award under this Award Agreement is made on a fully discretionary basis by Tyson and that this Award Agreement does not lead to a vested right to further Awards in the future. Further, the Award set forth in this Award Agreement constitutes a non-recurrent benefit and the terms of this Award Agreement are applicable only to the Award granted pursuant to this Award Agreement.
 14. **No Right to Continued Employment.** You acknowledge and agree (through electronic acknowledgment and acceptance of this Award Agreement) that neither the adoption of the Plan nor the granting of any Award shall confer any right to continued employment with Tyson, nor shall it interfere in any way with Tyson's right to terminate your employment at any time for any reason in accordance with the terms of your Employment Agreement.
 15. **Governing Law.** The Plan, this Award Agreement and all determinations made and actions taken pursuant to the Plan or Award Agreement shall be governed by the laws of the State of Arkansas, without giving effect to the conflict of laws principles thereof.
 16. **Successors and Assigns.** This Award Agreement shall inure to the benefit of and be binding upon each successor and assign of Tyson. All obligations imposed upon you, and all rights granted to Tyson hereunder, shall be binding upon your heirs, successors and administrators.
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TYSON FOODS, INC.

By: /s/ Tom Hayes

Title: President & CEO

This **Award** is granted on the Grant Date by Tyson Foods, Inc., a Delaware corporation (“Tyson”), to the Team Member (hereinafter referred to as “you”) identified on the cover page of this Award Agreement.

1. **Terms and Conditions.** The Award (as provided on the cover page) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan (the “Plan”). Unless otherwise defined herein, all capitalized terms in this Restricted Stock Incentive Award Agreement (the “Award Agreement”) shall have the meaning stated in the Plan. Please see the Plan document for more information on these terms and conditions. A copy of the Plan is available upon request.
 2. **Vesting .**
 - 2.1 **Vesting Schedule and Forfeiture.** The Award which becomes vested pursuant to the Vesting Schedule shall be considered as fully earned by you, subject to the further provisions of this Section 2. Any Awards which do not become vested in accordance with the Vesting Schedule as of your Termination of Employment with Tyson and/or its affiliates or the provisions of this Section 2 will be forfeited back to Tyson.
 - 2.2 **Death, Disability or Retirement .** In the event your employment is terminated due to death, Disability or, subject to your timely execution and non-revocation of a Release, Retirement, you will be fully vested in your Award. For purposes of this Agreement, “Retirement” shall mean your voluntary termination of employment without Cause from Tyson and/or its affiliates on or after the later of the first anniversary of the Grant Date or the date you attain age 62.
 - 2.3 **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, Retirement, or Cause, or by you for Good Reason before the Vesting Date, and subject to your timely execution and non-revocation of a Release, you will become vested in a pro rata portion of your Award. The pro rata portion of your Award shall equal the percentage of the total vesting period, measured in days, in which you remained employed by Tyson and/or its affiliates multiplied by the number of shares subject to the Award. If your employment is terminated pursuant to this paragraph and your termination of employment occurs on or after the later of the first anniversary of the Grant Date or the date you attain age 62, subject to your timely execution and non-revocation of a Release, you will be fully vested in your Award.
 - 2.4 **Change in Control .** Upon a Change in Control, all unvested shares shall become fully vested on the earlier of: (i) the date you are involuntarily terminated without Cause (as defined in your Employment Agreement) or (ii) sixty (60) days after the Change in Control. For purposes of this Award Agreement, the term “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.
 - 2.5 **Definitions .** For purposes of this Agreement, “Cause,” “Disability,” “Good Reason,” and “Release” shall have the same meanings as set forth in your Employment Agreement.
 3. **Payment of Award.** Vested shares subject to your Award will be delivered to you as soon as administratively practicable following the Vesting Dates set forth in Section 2.
 4. **Withholding Taxes.** By executing this Award Agreement and accepting the Award, you acknowledge and agree that you are responsible for all applicable income and other taxes from any Award, including federal, FICA, state and local taxes applicable in your country of residence or employment. Tyson shall withhold taxes by any manner acceptable or administratively feasible under the terms of the Plan, but not to exceed the maximum tax due for the applicable income you receive from the Award, consistent with the laws of the applicable federal, state or local taxing authority.
 5. **Right of the Committee.** The Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Award Agreement, all of which shall be binding.
 6. **Severability.** In the event that any one or more of the provisions or a portion thereof contained in this Award Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Award Agreement, and this Award Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.
 7. **Entire Agreement.** Subject to the terms and conditions of the Plan, this Award Agreement expresses the entire understanding and agreement of Tyson and you with respect to the subject matter. In the event of any conflict between the provisions of the Plan and the terms of this Award Agreement, the provisions of the Plan will control unless this Award Agreement explicitly states that an exception to the Plan is being made. The Award has been made pursuant to the Plan and an administrative record is maintained by the Committee.
 8. **Restrictions on Transfer of Award.** You shall not dispose of the Award prior to the date unrestricted, vested shares in your name are delivered to you by Tyson pursuant to Section 3. Any disposition of the Award or any portion thereof shall
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be a violation of the terms of this Award Agreement and shall be void and without effect; provided, however, that this provision shall not preclude a transfer as otherwise permitted by the Plan.

- 9. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
- 10. **Specific Performance.** In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Award Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and an injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.
- 11. **No Vested Right in Future Awards.** You acknowledge and agree that the granting of the Award under this Award Agreement is made on a fully discretionary basis by Tyson and that this Award Agreement does not lead to a vested right to further Awards in the future. Further, the Award set forth in this Award Agreement constitutes a non-recurrent benefit and the terms of this Award Agreement are applicable only to the Award granted pursuant to this Award Agreement.
- 12. **No Right to Continued Employment.** You acknowledge and agree (through electronic acknowledgment and acceptance of this Award Agreement) that neither the adoption of the Plan nor the granting of any Award shall confer any right to continued employment with Tyson, nor shall it interfere in any way with Tyson’s right to terminate your employment at any time for any reason in accordance with the terms of your Employment Agreement.
- 13. **Governing Law.** The Plan, this Award Agreement and all determinations made and actions taken pursuant to the Plan or Award Agreement shall be governed by the laws of the State of Arkansas, without giving effect to the conflict of laws principles thereof.
- 14. **Successors and Assigns .** This Award Agreement shall inure to the benefit of and be binding upon each successor and assign of Tyson. All obligations imposed upon you, and all rights granted to Tyson hereunder, shall be binding upon your heirs, successors and administrators.

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TYSON FOODS, INC.

By: /s/ Tom Hayes

Title: President & CEO

This **Award** is granted on the Grant Date by Tyson Foods, Inc., a Delaware corporation (“Tyson”), to the Team Member (hereinafter referred to as “you”) identified on the cover page of this Award Agreement.

1. **Terms and Conditions.** The Award (as provided on the cover page) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan (the “Plan”). Unless otherwise defined herein, all capitalized terms in this Restricted Stock Incentive Award Agreement (the “Award Agreement”) shall have the meaning stated in the Plan. Please see the Plan document for more information on these terms and conditions. A copy of the Plan is available upon request.
2. **Vesting .**
 - 2.1. **Vesting Schedule and Forfeiture.** The Award which becomes vested pursuant to the Vesting Schedule shall be considered as fully earned by you, subject to the further provisions of this Section 2. Any Awards which do not become vested in accordance with the Vesting Schedule as of your Termination of Employment with Tyson and/or its affiliates or the provisions of this Section 2 will be forfeited back to Tyson.
 - 2.2. **Death, Disability or Retirement .** In the event your employment is terminated due to death, Disability or, subject to your timely execution and non-revocation of a Release, Retirement, you will be fully vested in your Award. For purposes of this Agreement, “Retirement” shall mean your voluntary Termination of Employment without Cause from Tyson and/or its affiliates on or after the later of the first anniversary of the Grant Date or the date you attain age 62.
 - 2.3. **Termination by Tyson without Cause.** In the event that your employment is terminated for reasons other than death, Disability, Retirement, or Cause, and subject to your timely execution and non-revocation of a Release, you will become vested in a pro rata portion of your Award. The pro rata portion of your Award shall equal the percentage of the total vesting period, measured in days, in which you remained employed by Tyson and/or its affiliates multiplied by the number of shares subject to the Award. If your employment is terminated pursuant to this paragraph and your termination of employment occurs on or after the later of the first anniversary of the Grant Date or the date you attain age 62, subject to your timely execution and non-revocation of a Release, you will be fully vested in your Award.
 - 2.4. **Change in Control .** Upon a Change in Control, all unvested shares shall become fully vested on the earlier of: (i) the date you are involuntarily terminated without Cause or (ii) sixty (60) days after the Change in Control. For purposes of this Award Agreement, the term “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.
 - 2.5. **Definitions .** For purposes of this Award Agreement, “Cause,” “Disability,” and “Release” shall have the meanings as set forth below:
 - (i) “Cause” is defined as a termination as a result of the occurrence of one or more of the following events:
 - (a) any willful and wrongful conduct or omission by you that injures Tyson;
 - (b) any act by you of intentional misrepresentation or embezzlement, misappropriation or conversion of assets of Tyson;
 - (c) 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
 - (d) your intentional or willful violation of any other agreement to which you are a party with Tyson.

For purposes of this Award 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.

(ii) “Disability” shall have 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 the advice of a physician competent in the area to which such Disability relates.

(iii) “Release” shall mean 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 under state workers’ compensation or unemployment laws). The Release will be provided to you as soon as practicable 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.

3. **Payment of Award.** Vested shares subject to your Award will be delivered to you as soon as administratively practicable following the Vesting Dates set forth in Section 2.
 4. **Withholding Taxes.** By executing this Award Agreement and accepting the Award, you acknowledge and agree that you are responsible for all applicable income and other taxes from any Award, including federal, FICA, state and local taxes applicable in your country of residence or employment. Tyson shall withhold taxes by any manner acceptable or administratively feasible under the terms of the Plan, but not to exceed the maximum tax due for the applicable income you receive from the Award, consistent with the laws of the applicable federal, state or local taxing authority.
 5. **Right of the Committee.** The Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Award Agreement, all of which shall be binding.
 6. **Severability.** In the event that any one or more of the provisions or a portion thereof contained in this Award Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Award Agreement, and this Award Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.
 7. **Entire Agreement.** Subject to the terms and conditions of the Plan, this Award Agreement expresses the entire understanding and agreement of Tyson and you with respect to the subject matter. In the event of any conflict between the provisions of the Plan and the terms of this Award Agreement, the provisions of the Plan will control unless this Award Agreement explicitly states that an exception to the Plan is being made. The Award has been made pursuant to the Plan and an administrative record is maintained by the Committee.
 8. **Restrictions on Transfer of Award.** You shall not dispose of the Award prior to the date unrestricted, vested shares in your name are delivered to you by Tyson pursuant to Section 3. Any disposition of the Award or any portion thereof shall be a violation of the terms of this Award Agreement and shall be void and without effect; provided, however, that this provision shall not preclude a transfer as otherwise permitted by the Plan.
 9. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
 10. **Specific Performance.** In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Award Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and an injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.
 11. **No Vested Right in Future Awards.** You acknowledge and agree that the granting of the Award under this Award Agreement is made on a fully discretionary basis by Tyson and that this Award Agreement does not lead to a vested right to further Awards in the future. Further, the Award set forth in this Award Agreement constitutes a non-recurrent benefit and the terms of this Award Agreement are applicable only to the Award granted pursuant to this Award Agreement.
 12. **No Right to Continued Employment.** You acknowledge and agree (through electronic acknowledgment and acceptance of this Award Agreement) that neither the adoption of the Plan nor the granting of any Award shall confer any right to continued employment with Tyson, nor shall it interfere in any way with Tyson’s right to terminate your employment at any time for any reason.
 13. **Governing Law.** The Plan, this Award Agreement and all determinations made and actions taken pursuant to the Plan or Award Agreement shall be governed by the laws of the State of Arkansas, without giving effect to the conflict of laws principles thereof.
 14. **Successors and Assigns.** This Award Agreement shall inure to the benefit of and be binding upon each successor and assign of Tyson. All obligations imposed upon you, and all rights granted to Tyson hereunder, shall be binding upon your heirs, successors and administrators.
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TYSON FOODS, INC.

By: /s/ Tom Hayes

Title: President & CEO

TYSON FOODS, INC. 2000 STOCK INCENTIVE PLAN
STOCK OPTIONS INCENTIVE AWARD AGREEMENT (CONTRACT)

Team Member:

Name
Address 1
Address 2
City, State Zip

Personnel Number:

Award:

Option to Purchase _____ Shares

Grant Date:

November 17, 2020

Exercise Price:

\$ _____

Term:

Earlier of (i) ten (10) years; or (ii) dates set forth in Section 3

Type of Option:

Non-Qualified

Vesting Schedule:

Vesting Date	Percent of Award Vested
11/17/2018	33 1/3 %
11/17/2019	33 1/3 %
11/17/2020	33 1/3 %

This **Award** is granted on the Grant Date by Tyson Foods, Inc., a Delaware corporation (“Tyson”), to the Team Member (hereinafter referred to as “you”) identified on the cover page of this Award Agreement.

1. **Terms and Conditions.** The Award (as provided on the cover page) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan (the “Plan”). Unless otherwise defined herein, all capitalized terms in this Stock Options Incentive Award Agreement (the “Award Agreement”) shall have the meaning stated in the Plan. Please see the Plan document for more information on these terms and conditions. A copy of the Plan is available upon request.
 2. **Vesting .**
 - 2.1. **Vesting Schedule and Forfeiture.** The Award which becomes vested pursuant to the Vesting Schedule shall be considered as fully earned and exercisable by you, subject to the further provisions of this Section 2. Any Awards which do not become vested in accordance with the Vesting Schedule as of your Termination of Employment with Tyson and/or its affiliates or the provisions of this Section 2 will be forfeited back to Tyson.
 - 2.2. **Death, Disability or Retirement .** In the event your employment with Tyson is terminated due to death, Disability or, subject to your timely execution and non-revocation of a Release, Retirement, you will be fully vested in your Award. For purposes of this Award Agreement, “Retirement” shall mean your voluntary Termination of Employment without Cause from Tyson and/or its affiliates on or after the later of the first anniversary of the Grant Date or the date you attain age 62.
 - 2.3. **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, Retirement, or Cause, or by you for Good Reason, and subject to your timely execution and non-revocation of a Release, you will become fully vested in your Award.
 - 2.4. **Change in Control.** Upon a Change in Control, all unvested options shall become fully vested on the earlier of: (i) the date you are involuntarily terminated without Cause (as defined in your Employment Agreement) or (ii) sixty (60) days after the Change in Control. For purposes of this Award Agreement, the term “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.
 - 2.5. **Definitions .** For purposes of this Award Agreement, “Cause,” “Disability,” “Good Reason” and “Release” shall have the same meanings as set forth in your Employment Agreement.
 3. **Time of Exercise of Award.** Your Award will be exercisable upon the Vesting Dates set forth in Section 2. In the event of your Termination of Employment, your vested options shall no longer remain exercisable, except as follows:
 - 3.1. **Termination of Employment .** Except as provided in Section 3.2, in the event of your Termination of Employment, your vested Award will remain exercisable for a period of three months from the Termination of Employment, but not longer than 10 years from the Grant Date.
 - 3.2. **Death, Disability, Retirement or Termination by Tyson without Cause or by you for Good Reason .** In the event your Termination of Employment is due to death, Disability, Retirement, termination by Tyson without Cause or by you for Good Reason, your vested Award will remain exercisable by you, or your Beneficiary in the case of your death, for a period of 12 months, but not longer than 10 years from the Grant Date.
 4. **Manner of Exercise of Award.** Your Award may be exercised through any of the following methods as provided under the Plan:
 - 4.1. Cash of not less than the product of the Exercise Price multiplied by the number of shares to be purchased on exercise, plus the amount of any required tax withholding;
 - 4.2. Delivery to Tyson of the number of shares owned at least six (6) months at the time of exercise having a fair market value of not less than the product of the Exercise Price multiplied by the number of shares to be purchased on exercise, plus the amount of any required tax withholding;
 - 4.3. Cashless exercise through a broker designated by Tyson, which shall account for, and include, any required tax withholding but not to exceed the required minimum statutory withholding;
 - 4.4. Withholding of the number of shares having a fair market value of not less than the product of the Exercise Price multiplied by the number of shares to be purchased on exercise, plus the amount of any required tax withholding but not to exceed the required minimum statutory withholding; or
 - 4.5. Unless your Award is no longer exercisable under the terms of Section 3 above, by accepting the terms herein you consent to have the options automatically exercise, using any of the above methods at Tyson’s sole discretion, either at the end of the period defined in Section 3.1 or Section 3.2, as applicable, or on the 10th anniversary of the
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Grant Date (or, if the 10th anniversary of the Grant Date is not a business day, the business day immediately preceding the 10th anniversary of the Grant Date), if the price per share of Tyson stock at the time of exercise is greater than the Exercise Price.

- 5. **Withholding Taxes.** By executing this Award Agreement and accepting this Award, you acknowledge and agree that you are responsible for all applicable income and other taxes from any Award, including federal, FICA, state and local taxes applicable in your country of residence or employment. Tyson shall withhold taxes by any manner acceptable or administratively feasible under the terms of the Plan, but not to exceed the maximum tax due for the applicable income you receive from the Award, consistent with the laws of the applicable federal, state or local taxing authority.
- 6. **Beneficiary Designation.** In accordance with the terms of the Plan, you may name a Beneficiary who may exercise your Award under this Award Agreement in case of your death before you receive any or all of your Award. Each Beneficiary designation shall revoke all prior designations, shall be in a form prescribed by the Committee, and shall be effective only when filed in writing with the Committee during your lifetime.
- 7. **Right of the Committee.** The Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Agreement, all of which shall be binding.
- 8. **Severability.** In the event that any one or more of the provisions or a portion thereof contained in this Award Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Award Agreement, and this Award Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.
- 9. **Entire Agreement.** Subject to the terms and conditions of the Plan, this Award Agreement expresses the entire understanding and agreement of Tyson and you with respect to the subject matter. In the event of any conflict between the provisions of the Plan and the terms of this Award Agreement, the provisions of the Plan will control unless this Award Agreement explicitly states that an exception to the Plan is being made. The Award has been made pursuant to the Plan and an administrative record is maintained by the Committee.
- 10. **Restrictions on Transfer of Award.** Any disposition of the Award or any portion thereof shall be a violation of the terms of this Award Agreement and shall be void and without effect; provided, however, that this provision shall not preclude a transfer as otherwise permitted by the Plan.
- 11. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
- 12. **Specific Performance.** In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Award Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and an injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.
- 13. **No Vested Right in Future Awards.** You acknowledge and agree by executing this Award Agreement that the granting of the Award under this Award Agreement is made on a fully discretionary basis by Tyson and that this Award Agreement does not lead to a vested right to further Awards in the future. Further, the Award set forth in this Award Agreement constitutes a non-recurrent benefit and the terms of this Award Agreement are applicable only to the Award granted pursuant to this Award Agreement.
- 14. **No Right to Continued Employment.** You acknowledge and agree (through electronic acknowledgment and acceptance of this Award Agreement) that neither the adoption of the Plan nor the granting of any Award shall confer any right to continued employment with Tyson, nor shall it interfere in any way with Tyson's right to terminate your employment at any time for any reason in accordance with the terms of your Employment Agreement.
- 15. **Governing Law.** The Plan, this Award Agreement and all determinations made and actions taken pursuant to the Plan or Award Agreement shall be governed by the laws of the State of Arkansas, without giving effect to the conflict of laws principles thereof.
- 16. **Successors and Assigns .** This Award Agreement shall inure to the benefit of and be binding upon each successor and assign of Tyson. All obligations imposed upon you, and all rights granted to Tyson hereunder, shall be binding upon your heirs, successors and administrators.

* * *

TYSON FOODS, INC.

By: /s/ Tom Hayes

Title: President & CEO

TYSON FOODS, INC. 2000 STOCK INCENTIVE PLAN
STOCK OPTIONS INCENTIVE AWARD AGREEMENT (NON-CONTRACT)

Team Member:

Name
Address 1
Address 2
City, State Zip

Personnel Number:

Award:

Option to Purchase _____ Shares

Grant Date:

November 17, 2017

Exercise Price:

\$ _____

Term:

Earlier of (i) ten (10) years; or (ii) dates set forth in Section 3

Type of Option:

Non-Qualified

Vesting Schedule:

Vesting Date	Percent of Award Vested
11/17/2018	33 1/3 %
11/17/2019	33 1/3 %
11/17/2020	33 1/3 %

This **Award** is granted on the Grant Date by Tyson Foods, Inc., a Delaware corporation (“Tyson”), to the Team Member (hereinafter referred to as “you”) identified on the cover page of this Award Agreement.

1. **Terms and Conditions.** The Award (as provided on the cover page) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan (the “Plan”). Unless otherwise defined herein, all capitalized terms in this Stock Options Incentive Award Agreement (the “Award Agreement”) shall have the meaning stated in the Plan. Please see the Plan document for more information on these terms and conditions. A copy of the Plan is available upon request.
2. **Vesting .**
 - 2.1. **Vesting Schedule and Forfeiture.** The Award which becomes vested pursuant to the Vesting Schedule shall be considered as fully earned and exercisable by you, subject to the further provisions of this Section 2. Any Awards which do not become vested in accordance with the Vesting Schedule as of your Termination of Employment with Tyson and/or its affiliates or the provisions of this Section 2 will be forfeited back to Tyson.
 - 2.2. **Death, Disability or Retirement .** In the event your employment is terminated due to death, Disability or, subject to your timely execution and non-revocation of a Release, Retirement, you will be fully vested in your Award. For purposes of this Award Agreement, “Retirement” shall mean your voluntary Termination of Employment without Cause from Tyson and/or its affiliates on or after the later of the first anniversary of the Grant Date or the date you attain age 62.
 - 2.3. **Termination by Tyson without Cause .** In the event your employment is terminated by Tyson for reasons other than death, Disability, Retirement, or Cause, subject to your timely execution and non-revocation of a Release, you will be vested in a pro rata portion of any unvested Award based on a fraction, the numerator of which is the total number of days that you were employed by Tyson between the later of the Grant Date or the Vesting Date that occurred immediately before your termination of employment by Tyson and the denominator of which is the total number of days between the later of the Grant Date or the Vesting Date that occurred immediately before your termination of employment by Tyson and the third anniversary of the Grant Date. If your employment is terminated pursuant to this paragraph and your termination of employment occurs on or after both the first anniversary of the Grant Date and the date you attain age 62, subject to your timely execution and non-revocation of a Release, you will be fully vested in your Award.
 - 2.4. **Change in Control.** Upon a Change in Control, all unvested options shall become fully vested on the earlier of: (i) the date you are involuntarily terminated without cause or (ii) sixty (60) days after the Change in Control. For purposes of this Award Agreement, the term “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.
 - 2.5. **Definitions .** For purposes of this Award Agreement, “Cause,” “Disability,” and “Release” shall have the meanings as set forth below:
 - (i) “Cause” is defined as a termination as a result of the occurrence of one or more of the following events:
 - (a) any willful and wrongful conduct or omission by you that injures Tyson;
 - (b) any act by you of intentional misrepresentation or embezzlement, misappropriation or conversion of assets of Tyson;
 - (c) 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
 - (d) your intentional or willful violation of any other agreement to which you are a party with Tyson.

For purposes of this Award 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.

(ii) "Disability" shall have 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.

(ii) "Release" shall mean 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 claims and causes of action which you at that time had or may have had against Tyson (excluding 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.

3. **Time of Exercise of Award.** Your Award will be exercisable upon the Vesting Dates set forth in Section 2. In the event of your Termination of Employment, your vested options shall no longer remain exercisable, except as follows:
 - 3.1. **Termination of Employment.** Except as provided in Section 3.2, in the event of your voluntary Termination of Employment, your vested Award will remain exercisable for a period of three months from the Termination of Employment, but not longer than 10 years from the Grant Date.
 - 3.2. **Death, Disability, Termination without Cause or Retirement.** In the event your Termination of Employment is due to death, Disability, Termination by Tyson without Cause, or Retirement, your vested Award will remain exercisable by you, or your Beneficiary in the case of your death, for a period of 12 months, but not longer than 10 years from the Grant Date.
 4. **Manner of Exercise of Award.** Your Award may be exercised through any of the following methods as provided under the Plan:
 - 4.1. Cash of not less than the product of the Exercise Price multiplied by the number of shares to be purchased on exercise, plus the amount of any required tax withholding;
 - 4.2. Delivery to Tyson of the number of shares owned at least six (6) months at the time of exercise having a fair market value of not less than the product of the Exercise Price multiplied by the number of shares to be purchased on exercise, plus the amount of any required tax withholding;
 - 4.3. Cashless exercise through a broker designated by Tyson, which shall account for, and include, any required tax withholding but not to exceed the required minimum statutory withholding;
 - 4.4. Withholding of the number of shares having a fair market value of not less than the product of the Exercise Price multiplied by the number of shares to be purchased on exercise, plus the amount of any required tax withholding but not to exceed the required minimum statutory withholding; or
 - 4.5. Unless your Award is no longer exercisable under the terms of Section 3 above, by accepting the terms herein you consent to have the options automatically exercise, using any of the above methods at Tyson's sole discretion, either at the end of the period defined in Section 3.1 or Section 3.2, as applicable, or on the 10th anniversary of the Grant Date (or, if the 10th anniversary of the Grant Date is not a business day, the business day immediately preceding the 10th anniversary of the Grant Date), if the price per share of Tyson stock at the time of exercise is greater than the Exercise Price.
 5. **Withholding Taxes.** By accepting this Award, you acknowledge and agree that you are responsible for all applicable income and other taxes from any Award, including federal, FICA, state and local taxes applicable in your country of residence or employment. Tyson shall withhold taxes by any manner acceptable or administratively feasible under the terms of the Plan, but not to exceed the maximum tax due for the applicable income you receive from the Award, consistent with the laws of the applicable federal, state or local taxing authority.
 6. **Beneficiary Designation.** In accordance with the terms of the Plan, you may name a Beneficiary who may exercise your Award under this Award Agreement in case of your death before you receive any or all of your Award. Each
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Beneficiary designation shall revoke all prior designations, shall be in a form prescribed by the Committee, and shall be effective only when filed in writing with the Committee during your lifetime.

- 7. **Right of the Committee.** The Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Award Agreement, all of which shall be binding.
- 8. **Severability.** In the event that any one or more of the provisions or a portion thereof contained in this Award Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not invalidate or otherwise affect any other provisions of this Award Agreement, and this Award Agreement shall be construed as if the invalid, illegal or unenforceable provision or portion thereof had never been contained herein.
- 9. **Entire Agreement.** Subject to the terms and conditions of the Plan, this Award Agreement expresses the entire understanding and agreement of Tyson and you with respect to the subject matter. In the event of any conflict between the provisions of the Plan and the terms of this Award Agreement, the provisions of the Plan will control unless this Award Agreement explicitly states that an exception to the Plan is being made. The Award has been made pursuant to the Plan and an administrative record is maintained by the Committee.
- 10. **Restrictions on Transfer of Award.** Any disposition of the Award or any portion thereof shall be a violation of the terms of this Award Agreement and shall be void and without effect; provided, however, that this provision shall not preclude a transfer as otherwise permitted by the Plan.
- 11. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
- 12. **Specific Performance.** In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Award Agreement, the party or parties who are thereby aggrieved shall have the right to specific performance and an injunction in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative.
- 13. **No Vested Right in Future Awards.** You acknowledge and agree that the granting of the Award under this Award Agreement is made on a fully discretionary basis by Tyson and that this Award Agreement does not lead to a vested right to further Awards in the future. Further, the Award set forth in this Award Agreement constitutes a non-recurrent benefit and the terms of this Award Agreement are applicable only to the Award granted pursuant to this Award Agreement.
- 14. **No Right to Continued Employment.** You acknowledge and agree (through electronic acknowledgment and acceptance of this Award Agreement) that neither the adoption of the Plan nor the granting of any Award shall confer any right to continued employment with Tyson, nor shall it interfere in any way with Tyson's right to terminate your employment at any time for any reason.
- 15. **Governing Law.** The Plan, this Award Agreement and all determinations made and actions taken pursuant to the Plan or Award Agreement shall be governed by the laws of the State of Arkansas, without giving effect to the conflict of laws principles thereof.
- 16. **Successors and Assigns .** This Award Agreement shall inure to the benefit of and be binding upon each successor and assign of Tyson. All obligations imposed upon you, and all rights granted to Tyson hereunder, shall be binding upon your heirs, successors and administrators.

* * *

TYSON FOODS, INC.

By: /s/ Tom Hayes

Title: President & CEO



**TYSON FOODS
SEVERANCE PAY PLAN**

(as amended and restated effective December 1, 2017)

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**TYSON FOODS
SEVERANCE PAY PLAN**

ESTABLISHMENT OF THE PLAN

Tyson Foods, Inc. (“**Tyson Foods**”) has adopted and maintains the Tyson Foods Severance Pay Plan (this “**Plan**”). This Plan was originally effective as of January 1, 2004 and was formerly known as the Tyson Foods Severance Pay Plan for Non-Contracted Employees.

Tyson Foods hereby amends and restates this Plan effective as of December 1, 2017, for the benefit of eligible employees of the Employer (“**Team Members**”) as described in this document. “**Employer**” means Tyson Foods and each Related Employer, excluding any Related Employer that addresses or provides for severance pay or any similar benefits under a separate plan, policy, or similar arrangement. “**Related Employer**” means any other United States-based entity or organization which is a member of a controlled group of Tyson Foods as determined under Section 414(b) of the Internal Revenue Code (the “**Code**”), a member of a group of trades or businesses (whether or not incorporated) which are under common control as determined under Section 414(c) of the Code, or a member of an affiliated service group as determined under Section 414(m) of the Code with Tyson Foods.

This Plan is an unfunded welfare benefit plan for purposes of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”). This Plan supersedes all prior severance plans and policies of Tyson Foods covering Team Members, both formal and informal.

This document serves as both the plan document as well as the summary plan description. We recommend that you read this document carefully so that you will understand this Plan and keep it in a safe place for future reference.

PURPOSE OF THE PLAN

The purpose of this Plan is to provide a Team Member with severance pay, COBRA subsidy (if the Team Member is eligible for such subsidy as described in the section titled “COBRA Subsidy” below), and outplacement assistance (collectively, “**Plan Benefits**”) for a specified period of time in the event that his or her employment is involuntarily terminated by the Employer without Cause (as defined below) due to Job Elimination. “**Job Elimination**” means loss of the Team Member’s position as a result of:

- 1) Duplicative or unnecessary positions;
- 2) Reduction in force or reorganization;
- 3) Closure or sale of an Employer facility or operation;
- 4) Transfer of the Team Member’s primary employment location beyond 50 miles; or
- 5) Greater than a 15% decrease in the Team Member’s current total of (a) base salary or hourly wage rate, (b) target annual cash incentive award opportunity under a bonus or incentive plan of the Employer as determined by the Employer in its sole and absolute discretion, if applicable, and (c) target grant date value of the annual long term incentive award under the stock incentive plan sponsored by Tyson Foods as determined by the Employer in its sole and absolute discretion, if applicable (collectively, “**Total Direct Compensation**”).

Plan Benefits are subject to several conditions of ineligibility, exclusions, and other requirements as described in this Plan.

For all purposes under this Plan, discharge for “Cause” means termination of the Team Member’s employment by the Employer because of:

- 1) Any act or omission by the Team Member resulting or intended to result in personal gain at the expense of the Employer;
- 2) The performance by the Team Member of his or her employment duties in a manner deemed by the Employer to be in any way unsatisfactory;
- 3) The improper disclosure by the Team Member of confidential information and/or trade secret information of the Employer;
- 4) Breach by the Team Member of any then effective agreement between the Team Member and the Employer;
- 5) Misconduct by the Team Member including, but not limited to, fraud, intentional violation of or negligent disregard for the rules and procedures of the Employer (including a violation of the Employer’s business code of conduct), dishonesty, insubordination, theft or other illegal conduct, violent acts or threats of violence, or unauthorized possession or use of alcohol or controlled substances on the property of the Employer, or any other terminable offense under the Employer’s policies and practices; or
- 6) Any other involuntary termination of a Team Member’s employment by the Employer that does not constitute Job Elimination, as determined by the Employer in its sole and absolute discretion.

ELIGIBILITY

This Plan is applicable to each Team Member who is on the direct United States payroll of the Employer and is:

- In a job grade listed in the table found in the Section titled “Severance Pay”, as classified by the Employer; and
- Involuntarily terminated by the Employer without Cause due to Job Elimination.

Notwithstanding the above, a Team Member or other individual is not eligible to participate in this Plan if such Team Member or individual is:

- 1) Covered by any other plan, policy, or similar arrangement of a Related Employer that addresses or provides for severance pay or any similar benefits, regardless of whether the Team Member actually receives any severance pay or similar benefits under such plan, policy, or similar arrangement in connection with their termination of employment;
- 2) Covered by a written employment agreement, offer letter, or separation agreement which addresses severance pay or any similar benefits, regardless of whether the Team Member actually receives any severance pay or similar benefits under such document in connection with their termination of employment;
- 3) In a unit of Team Members covered by a collective bargaining agreement between the Employer and employee representatives unless such bargaining agreement specifically provides for his or her inclusion in this Plan;
- 4) An independent contractor or consultant, or performing services for the Employer under an independent contractor or consultant agreement, purchase order, supplier agreement or any other form of agreement which the Employer enters into for services, regardless of any subsequent reclassification by the Employer, any governmental agency, or court;
- 5) A “leased employee” as defined in Section 414(n) of the Code; or
- 6) Classified by the Employer other than as a regularly scheduled full-time Team Member. For this purpose, a full-time Team Member means a Team Member who is regularly scheduled by the Employer to work at least 30 hours per week in the 90-day period before the Team Member is notified of the Job Elimination.

CONDITIONS OF INELIGIBILITY

An otherwise eligible Team Member shall not be entitled to any Plan Benefits if:

- 1) The Team Member does not timely submit to the Employer (or timely submits and effectively revokes) a signed and dated waiver and release agreement in the form and manner acceptable to the Employer, as described in the section titled “Waiver and Release Agreement” below;
- 2) The Team Member ceases to be eligible for Plan Benefits pursuant to Plan provisions;
- 3) The Team Member’s employment with the Employer terminates by reason of death or discharge for Cause;
- 4) The Team Member’s employment with the Employer terminates through retirement, resignation, or failure to report for work;
- 5) The Team Member is entitled to receive any form of long term disability, worker’s compensation insurance, or salary continuation because of long term disability;
- 6) Employment with the Employer is involuntarily terminated after the Team Member refuses a position at the same location or another location of the Employer within 50 miles from the Team Member’s current employment location, provided the new position offers at least 85% of the Total Direct Compensation of his or her current position;
- 7) The Team Member either (a) is offered a position with a Successor Employer at the same location or another location within 50 miles from the Team Member’s current employment location, provided the position offers at least 85% of the Total Direct Compensation of his or her current position, or (b) is hired by or renders services to a Successor Employer, regardless of the location or level of compensation, unless such employment or other arrangement results from the Team Member’s (or former Team Member’s) response to a general advertisement or solicitation, unrelated to any transaction between the Employer and the Successor Employer. A “**Successor Employer**” is an entity that assumes operations or functions formerly carried out by the Employer, such as through a sale or outsourcing, or an entity that makes an offer of employment at the request of the Employer, such as in a joint venture of which the Employer is a member;
- 8) The Team Member leaves employment with the Employer prior to the date authorized by the Employer; or
- 9) This Plan is terminated or amended to exclude the (a) entity or organization which employs the Team Member or (b) class of Team Members to which the Team Member belongs.

SEVERANCE PAY

The number of weeks of severance pay that a Team Member will be entitled to under this Plan is determined in accordance with the following table:

Job Grades	Severance Pay
30-49 and 79-81	The greater of 4 weeks of pay or 1 week of pay for each year of service, subject to maximum pay of 13 weeks.
82-86	The greater of 8 weeks of pay or 2 weeks of pay for each year of service, subject to maximum pay of 26 weeks.
87-89	The greater of 13 weeks of pay or 2 weeks of pay for each year of service, subject to maximum pay of 39 weeks.
90-92	The greater of 26 weeks of pay or 2 weeks of pay for each year of service, subject to maximum pay of 52 weeks.

In addition to the weeks of severance pay stated in the table above, if (1) the Team Member participates in the principal annual cash-based performance incentive payment plan of Tyson Foods (the “**Bonus Plan**”) on their date of termination, as determined by the Employer in its sole and absolute discretion, and (2) the Team Member’s date of termination occurs on or after the 60th day of a fiscal year of the Employer (“**Fiscal Year**”) but before the regular payment date of incentive awards under the Bonus Plan for such Fiscal Year, then the Team Member may be entitled to receive a lump sum cash amount under this Plan. The lump sum cash amount shall be determined as follows:

- If the Team Member’s date of termination occurs in the first, second, or third quarter of the Fiscal Year, they will receive lump sum severance pay equal to a prorated cash amount based on target performance under the provisions of the Bonus Plan for such Fiscal Year.

- If the Team Member's date of termination occurs on or after the start of the fourth quarter of the Fiscal Year, they will receive a lump sum severance pay equal to a prorated cash amount as determined under the provisions of the Bonus Plan for such Fiscal Year, adjusted for corporate performance results and any allocation adjustments for business unit/shared services (but not for any differentiation based on individual contribution and performance), as applicable, in accordance with the Bonus Plan.
- Lump sum cash amounts under this Plan will be prorated by multiplying the amount of such award by a fraction, the numerator of which is the number of days the Team Member was employed by the Employer during the Fiscal Year and the denominator of which is the total number of days in such Fiscal Year.

A Team Member's lump sum cash amount under this Plan will be determined by the Employer on the Team Member's date of termination (or, if the Team Member's date of termination occurs on or after the start of the fourth quarter of the Fiscal Year but before the regular payment date for the annual incentive award, following the disclosure of performance results and allocation adjustments, as applicable, in accordance with the Bonus Plan) in its sole and absolute discretion in accordance with, and subject to, the terms and provisions of the Bonus Plan.

For purposes of the table above, a “**week of pay**” shall be determined for a Team Member (1) who is salaried, by dividing his or her regular annual base salary level on his or her last day of employment for which he or she receives pay for service with the Employer excluding any period during which the Team Member receives severance pay (the “**Termination Date**”) by 52; and (2) who is hourly, by multiplying the hourly rate of pay on his or her Termination Date by the number of hours per week that the Team Member is regularly scheduled by the Employer to work in the 90-day period before the Team Member is notified of the Job Elimination, subject to a minimum of 30 hours and maximum of 40 hours. Overtime pay, shift and other premium pay, commissions, and all other allowances, as well as any payments under any cash- or stock-based incentive plan, shall not be considered when determining the amount of any weekly severance pay.

Also for purposes of the table above, a Team Member's “**years of service**” shall be the number of consecutive 12 month periods of employment with the Employer since his or her most recent date of hire in which the Team Member is paid by the Employer for the performance of full-time services as reflected in the Employer's personnel records. A final, partial year of service will be counted as a full year of service. If the Employer has a policy bridging service, any prior employment recognized for the Team Member under that policy will be recognized under this Plan and added to the Team Member's most recent period of employment to determine years of service, except that years of service for which the Team Member previously received severance pay from the Employer shall be disregarded.

The severance pay is paid in lieu of, and a Team Member waives the right to receive, any other cash severance payment or benefit he or she may otherwise be eligible to receive upon termination of employment under any other severance plan, practice, policy, or program of an Employer.

Paid Leave in Lieu of Notice: If a Team Member becomes entitled to severance pay hereunder as a result of a termination of employment subject to the federal Worker Adjustment and Retraining Notification or state law with similar intent (collectively, “**WARN Act**”), then to the extent the Team Member has been given less than the WARN Act-required advance notice of the date active services will terminate, then the Team Member will be given a paid leave in lieu of notice for the balance of the WARN Act-required advance notice period, as follows:

- During the paid leave period, the Team Member will continue as an inactive Team Member and will not accrue any paid leave, paid vacation days, or additional Plan Benefits.
- If the Team Member dies during the paid leave period, the paid leave will end and the full and partial weeks of pay that the Team Member would have received during the balance of the WARN Act-required advance notice period will be paid to the estate in a lump sum. All other paid leave in lieu of notice benefits will stop on the day of death and no further payments, including severance pay, will be paid.
- When the paid leave period ends, the Team Member will be entitled to severance pay, to the extent applicable, but the amount of severance pay otherwise payable, if any, will be reduced by the cash wages received during the paid leave period (except the amount of severance pay will not be reduced to less than two (2) weeks of base pay).

COBRA SUBSIDY

Each former Team Member who receives severance pay shall be entitled to a premium subsidy for COBRA continuation coverage under the Tyson Foods, Inc. Group Health Plan (the “ **Group Health Plan** ”) for a period of up to four (4) weeks (regardless of the duration of the severance pay period), provided that he or she:

- Qualifies for COBRA continuation coverage under the Group Health Plan;
- Properly enrolls him or herself and any eligible family members in coverage in accordance with the procedures of the Group Health Plan (enrollment is not automatic); and
- Timely pays his or her portion of the premium due for coverage.

The premium subsidy will be an amount equal to the full COBRA premium for the coverage elected, less an amount equal to the cost for such coverage during the same period to an active Team Member for the same type and level of coverage. The period during which a former Team Member receives a premium subsidy shall count toward, and not extend, the period for which the Employer must offer COBRA continuation coverage. Once the premium subsidy ends, the former Team Member must pay the full COBRA premium to maintain coverage.

All of the terms and conditions of the Group Health Plan, as amended from time to time, shall be applicable to a former Team Member (and any of his or her covered family members) participating in any form of health continuation coverage under the Group Health Plan as if this Plan had not been put into effect. This includes the rule that COBRA continuation coverage will end before the applicable maximum period when an individual first becomes covered under any other group health plan or entitled to Medicare.

OUTPLACEMENT ASSISTANCE

Each former Team Member who receives severance pay will be given the opportunity to elect to receive outplacement assistance in conducting a job search for replacement employment. The Employer or its outplacement service provider will notify the Team Member or former Team Member in writing about the assistance he or she is eligible to receive and how to access such assistance. If the Team Member or former Team Member accepts this assistance, he or she must begin using such services within ninety (90) days of the notification.

SEVERANCE PAYMENTS

Severance pay is generally paid in equal installments on the normal payroll cycle of the Employer over the severance period, except lump sum severance pay (if applicable) will be paid to the Team Member (1) as soon as practicable after the start of the severance period, or (2) if the Team Member’s date of termination occurs on or after the start of the fourth quarter of the Fiscal Year but before the regular payment date for incentive awards associated with such Fiscal Year under the Bonus Plan, on or about the regular payment date of incentive awards (but no sooner than the start of the severance period). The severance period will begin as soon as practicable following the seven (7) day revocation period for a waiver and release agreement, provided the agreement meets all of the requirements described in the section titled “Waiver and Release Agreement” below and is not revoked during the revocation period.

All withholdings mandated by law, including federal and state income and Social Security tax withholdings, and any authorized deductions shall be deducted from the severance payments. In addition, severance pay may be reduced for any amounts or financial obligations owed by you to the Employer or any employee benefit plan established or maintained by the Employer including, but not limited to, any overpayment of any kind and any outstanding bills, advances, relocation costs, or debts.

Any severance pay granted but yet unpaid will be forfeited if a Team Member or former Team Member is reemployed by the Employer or performs services for the Employer in any other capacity, including as an employee of a temporary staffing agency. In addition to any other remedies the Employer may have under the provisions of the waiver and release agreement or under law, the Employer has the right to terminate any severance pay and recover any payments previously made if the Team Member or former Team Member breaches any of the terms and provisions of the waiver and release agreement.

If a former Team Member dies after severance pay has begun but before payment of his or her entire amount of severance pay, remaining amounts will be paid to the former Team Member's surviving spouse or, if the former Team Member leaves no surviving spouse, to the former Team Member's estate in a single lump sum as soon as practicable following death.

WAIVER AND RELEASE AGREEMENT

In order to receive Plan Benefits, a Team Member must submit, and not timely revoke, a signed and dated waiver and release agreement to the Employer on or within 21 days after receipt of the agreement (or within 45 days after receipt of the agreement if the Team Member is terminated as part of a group termination, as described below); provided that, in no event may the Team Member submit a waiver and release agreement to the Employer before his or her Termination Date.

The waiver and release agreement must be in a form acceptable to the Employer in its sole discretion, and will include certain terms and conditions for the benefit of the Employer including, but not limited to:

- A release and discharge of the Employer from all claims and causes of action relating to the Team Member's employment with the Employer and the termination of the Team Member's employment; and
- Non-disparagement, protection of confidential information and intellectual property of the Employer, and return of Employer property.

A Team Member may revoke his or her waiver and release agreement within seven (7) calendar days of his or her signing the agreement. Any such revocation must be made in writing and must be received by the Employer within such seven (7) calendar day period. Any revocation received or postmarked after the seven (7) calendar day period is not effective. A former Team Member who timely revokes his or her waiver and release agreement shall forfeit all Plan Benefits. A Team Member who timely submits a waiver and release agreement that is acceptable to the Employer in its sole discretion and who does not exercise his or her right of revocation shall be eligible to receive Plan Benefits.

Team Members are advised to contact their personal attorney at their own expense to review the waiver and release agreement if they so desire. To request the current waiver and release agreement form, write the Plan Administrator at the address listed in the section titled "General Information", below.

In the event of a " **group termination** ", as determined in accordance with the Older Workers Benefit Protection Act of 1990, the Employer may provide additional information to Team Members that will set forth by job grade and age all positions eligible for severance pay as a result of the group termination, and those positions by job grade and age that are not eligible for severance pay.

PLAN ADMINISTRATION

The committee or individual designated to administer this Plan by Tyson Foods shall serve as the “ **Plan Administrator** ” of this Plan and the “named fiduciary” within the meaning of such terms as defined in ERISA. In the absence of any such designation, Tyson Foods shall serve as Plan Administrator. The Plan Administrator shall have the discretionary authority to determine eligibility for Plan Benefits and to construe the terms of this Plan, including the making of factual determinations. Plan Benefits will be available only if the Plan Administrator determines in its sole and absolute discretion that the Team Member or former Team Member is entitled to them. The decisions of the Plan Administrator shall be final and conclusive with respect to all questions concerning the administration of this Plan.

The Plan Administrator may delegate to other persons responsibilities for performing certain of the duties of the Plan Administrator under the terms of this Plan and may seek such expert advice as the Plan Administrator deems reasonably necessary with respect to this Plan. The Plan Administrator shall be entitled to rely upon the information and advice furnished by such delegates and experts, unless actually knowing such information and advice to be inaccurate or unlawful. The Plan Administrator shall establish and maintain a reasonable claims procedure, including a procedure for appeal of denied claims. In no event shall a Team Member, former Team Member, or any other person be entitled to challenge a decision of the Plan Administrator in court or in any other administrative proceeding unless and until the claim and appeals procedures established under this Plan have been complied with and exhausted.

In the event of a group termination, the Plan Administrator shall furnish affected Team Members with such additional information as may be required by law.

CLAIMS PROCEDURE

Generally, Team Members need not make a claim for Plan Benefits other than completing the waiver and release agreement. However, if a Team Member or former Team Member (as used in this section, the “ **claimant** ”) believes that he or she is entitled to Plan Benefits, or to greater Plan Benefits than are paid or made available, the claimant may file a claim with the Plan Administrator.

Important Claims Filing Deadline: A claimant who believes that he or she is entitled to Plan Benefits, or to greater Plan Benefits than are paid or made available, must file a written claim with the Plan Administrator, at the address listed in the section titled “General Information”, below, **within 120 days of his or her Termination Date**. If a claimant does not file a claim within such 120-day period, then any Plan Benefits will be forfeited and the claimant will lose his or her right to bring any legal action for such Plan Benefits.

Upon receipt of a claim, the Plan Administrator will either accept or deny the claim, and will notify the claimant of its decision. If the claimant does not provide all the necessary information for the Plan Administrator to process his or her claim, the Plan Administrator may request additional information and set deadlines for the claimant to provide that information. Within 90 days after receiving a claim, the Plan Administrator will:

- Either accept or deny the claim completely or partially; and
- Notify the claimant of acceptance or denial of his or her claim.

If the claim is completely or partially denied, the Plan Administrator will furnish a written notice to the claimant containing the following information:

- The specific reasons for the denial;
- Specific references to the plan provisions on which any denial is based;
- A description of any additional material or information that must be provided by the claimant in order to support the claim; and
- An explanation of this Plan’s appeal procedures.

A claimant may appeal the denial of his or her claim and have the Plan Administrator reconsider the decision. The claimant or the claimant’s authorized representative has the right to:

- Request an appeal by written request to the Plan Administrator no later than 60 days after receipt of notice from the Plan Administrator denying the claimant’s claim;

- Upon request and free of charge, review or receive copies of any documents, records or other information relevant to the claimant's claim; and
- Submit written comments, documents, records and other information relating to the claimant's claim in writing to the Plan Administrator.

In deciding the claimant's appeal, the Plan Administrator will take into account all comments, documents, records and other information submitted by the claimant relating to the claim, regardless of whether such information was submitted or considered in the initial review of the claim. If the claimant does not provide all the necessary information for the Plan Administrator to process the appeal, the Plan Administrator may request additional information and set deadlines for the claimant to provide that information.

The Plan Administrator will make a decision with respect to such an appeal within 60 days after receiving the written request for such appeal. The claimant will be advised of the Plan Administrator's decision on the appeal in writing. The notice will describe:

- The specific reasons for the decision;
- The specific reference to Plan provisions upon which the decision on the appeal is based;
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records or other information relevant to his or her claim; and
- A statement of the claimant's right to bring a civil action under ERISA Section 502(a) following a denial of his or her appeal for Plan Benefits.

In no event will a claimant or any other person be entitled to challenge a decision of the Plan Administrator in court or in any other administrative proceeding unless and until the claim and appeal procedures described above have been complied with and exhausted. In no event may a claimant challenge the Plan Administrator's decision upon appeal in any court or governmental proceeding after 120 days from the date of the Plan Administrator's decision of the appeal. If a claimant fails to bring legal action within such 120-day period, then any Plan Benefits will be forfeited and the claimant will lose his or her right to bring any such legal action for benefits under this Plan, including but not limited to an action under Section 502(a) of ERISA, regardless of whether all comments, documents, records, or other information relating to the claim were submitted or considered when the initial claim or appeal was decided.

AMENDMENT/TERMINATION/VESTING

Team Members do not have any vested right to Plan Benefits. Tyson Foods reserves the right in its sole discretion to amend or terminate this Plan at any time by action taken by the Board of Directors of Tyson Foods (the “ **Board** ”), duly authorized committee of the Board, or a person(s) duly authorized by the Board or such committee. Any amendment or termination shall not affect the payment or provision of Plan Benefits which started before the effective date of such amendment or termination.

NO ASSIGNMENT

Severance pay shall not be subject to anticipation, alienation, pledge, sale, transfer, assignment, garnishment, attachment, execution, encumbrance, levy, lien, or charge, and any attempt to cause such severance pay to be so subjected shall not be recognized, except to the extent required by law.

RECOVERY OF PAYMENTS MADE BY MISTAKE

A Team Member or former Team Member shall be required to return to the Employer any severance payment, or portion thereof, made by a mistake of fact or law. The Employer has all remedies available at law for the recovery of such amounts.

REPRESENTATIONS CONTRARY TO THE PLAN

No employee, officer, director, representative, or agent of the Employer has the authority to alter, vary, or modify the terms of this Plan except by means of an authorized written amendment to this Plan. No verbal or written representations contrary to the terms of this Plan and its written amendments shall be binding upon this Plan, the Plan Administrator, or the Employer.

NO EMPLOYMENT RIGHTS

This Plan shall not confer employment rights upon any person. Employment with the Employer is “at-will”, which means that either the Team Member or the Employer may terminate the employment relationship at any time, with or without cause, and with or without notice.

PLAN FUNDING

No Team Member shall acquire by reason of this Plan any right in or title to any assets, funds, or property of the Employer. Any Plan Benefits which become payable are unfunded obligations and shall be paid from the general assets of the Employer. No employee, officer, director, representative, or agent of the Employer personally guarantees in any manner the payment of Plan Benefits.

APPLICABLE LAW

This Plan shall be governed and construed in accordance with ERISA and in the event that any reference shall be made to State law, the laws of the State of Arkansas shall apply, without regard to its conflicts of law provisions. This Plan shall be binding upon and inure to the benefit of the Team Members and the Employer, including any successor of the Employer, whether by way of merger, reorganization, acquisition, or sale by the Employer of substantially all of the Employer’s assets.

SECTION 409A OF THE INTERNAL REVENUE CODE

It is intended that the Plan Benefits are, to the greatest extent possible, exempt from the application of Section 409A of the Code and this Plan shall be construed and interpreted accordingly. However, the Employer makes no representations that the payments and benefits provided comply with Section 409A and in no event shall the Employer be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by a Team Member or former Team Member on account of noncompliance with Section 409A.

MISCELLANEOUS PROVISIONS

All pay and other benefits payable to a Team Member as of his or her Termination Date according to the established policies, plans, and procedures of the Employer shall be paid in accordance with the terms of those established policies, plans, and procedures. In addition, any benefit continuation or conversion rights which a Team Member has as of his or her Termination Date according to the established policies, plans, and procedures of the Employer shall be made available to him or her.

Each covenant and restriction contained in this Plan is independent of each other such covenant and restriction, and if any such covenant or restriction is held for any reason not to be capable of modification so as to cause it to be valid and enforceable, 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. Where the context admits, words in the masculine gender shall include the feminine and neuter genders, the plural shall include the singular and the singular shall include the plural.

Tyson Foods may modify the provisions of this Plan through the addition of supplements to this Plan. The terms and provisions of each supplement are a part of this Plan and supersede the provisions of this Plan to the extent necessary to eliminate inconsistencies between this Plan and the supplement.

ERISA RIGHTS

As a Team Member under this Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that you will be entitled to:

- Examine without charge at the Plan Administrator's office (and at other specified locations) all Plan documents and copies of all documents filed by the Plan Administrator with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- Receive a copy of this Plan's financial report, if any. The Plan Administrator may be required by law to furnish you with a copy of the summary annual report.

In addition to creating rights for eligible employees, ERISA imposes duties upon the people who are responsible for the operation of this Plan. The people who operate this Plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of all eligible employees. No one, including the Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a Plan benefit is denied, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator and you do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and to pay you up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, you may file suit in a state or federal court.

If Plan fiduciaries misuse this Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for instance, if it finds your claim to be frivolous.

If you have any questions about this Plan, you should contact the Plan Administrator. If you have questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits

Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employees Benefits Security Administration.

GENERAL INFORMATION

Plan Name:	Tyson Foods Severance Pay Plan
Type of Plan:	This Plan is an unfunded severance pay arrangement and an employee welfare benefit plan within the meaning of Sections 3(1) and 3(2)(B)(i) of ERISA
Plan Year:	January 1-December 31
Plan Number:	562
Plan Sponsor:	Tyson Foods, Inc. c/o Human Resources, Severance Administration CP481 2200 W Don Tyson Pkwy Springdale, AR 72762-6999
Plan Sponsor's Employer Identification Number:	71-0225165
Plan Administrator:	Plan Administrator c/o Human Resources, Severance Administration CP481 2200 W Don Tyson Pkwy Springdale, AR 72762-6999 Telephone number: (479) 290-4000
Agent for Service of Legal Process:	The Corporation Trust Company 1209 Orange Street Wilmington, DE 19801 Telephone number: (302) 658-4968 Service of legal process may also be made upon the Plan Administrator.

CERTIFICATE

The undersigned, as a duly authorized representative of Tyson Foods, Inc., hereby adopts the Tyson Foods Severance Pay Plan (as amended and restated effective as of December 1, 2017), as attached hereto.

Dated this 29th day of December, 2017.

/s/ Mary Oleksiuk

Executive Vice President and
Chief Human Resources Officer

**SECOND AMENDMENT TO THE
TYSON FOODS, INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT
AND LIFE INSURANCE PREMIUM PLAN
(AS AMENDED AND RESTATED AS OF JANUARY 1, 2017)**

THIS SECOND AMENDMENT is made on this ___ day of February, 2018, by TYSON FOODS, INC., a Delaware corporation (the “Company”).

WITNESSETH:

WHEREAS, the Company maintains the Tyson Foods, Inc Supplemental Executive Retirement and Life Insurance Premium Plan (the “Plan”) originally effective as of March 12, 2004 and as most recently amended and restated as of January 1, 2017, as further amended by the First Amendment thereto dated _____, 2017;

WHEREAS, the Company now wishes to amend the Plan to add a pre-retirement survivor benefit to the SERP portion of the Plan for those participants having earned a nonforfeitable right to a retirement allowance pursuant to Section 4.1(a), (b), or (c) of the Plan ;

WHEREAS, the availability of the pre-retirement benefit shall be effective with respect to participant deaths occurring on and after January 1, 2018; and

WHEREAS, the Board of Directors of the Company has authorized and duly approved the adoption of the amendments provided for herein.

NOW, THEREFORE, the Company does hereby amend the Plan, effective with respect to participant deaths occurring on and after January 1, 2018, by deleting Section 5 in its entirety and by substituting therefor the following:

“SECTION 5
FORMS OF SERP PAYMENT”

The normal form of SERP retirement benefits calculated under Sections 4.2, 4.3, and 4.4 shall be a single life annuity providing for an annual pension payment during the Retired Participant’s lifetime only. If a Retired Participant has a Spouse at the time payment of his or her SERP retirement benefits are to commence, the Participant may elect payment in the form of a joint and fifty percent (50%) survivor annuity providing for an annual pension payment during the Retired Participant’s lifetime and an annual pension payment to the Spouse for the lifetime of the Spouse equal to fifty percent (50%) of the annual pension that was paid to the Retired Participant. If a Retired Participant does not have a Spouse at the time payment of his or her SERP retirement benefits are to commence, the form of payment shall be a single life annuity providing for an annual pension payment during the Retired Participant’s lifetime only. A Retired Participant who has a Spouse may elect payment in the form of a single life annuity. Election of the form of payment opportunity available to a Participant with a Spouse shall be made in such manner as prescribed by the Plan Administrator.

In the event a Participant with a Nonforfeitable right to benefits under Section 4 dies before payments of such benefits have commenced, the surviving Spouse of such a Participant shall be entitled to an annual pension payment for the lifetime of the Spouse equal to fifty percent (50%) of the annual pension that would have been paid to the Participant had the Participant commenced the payment of benefits in the calendar year in which the Participant's death occurred. Except as expressly provided in this Section 5, no other death benefits are payable by the Plan. No person other than a Retired Participant, and, if applicable, a surviving Spouse is eligible to receive SERP retirement benefits earned by that Participant. A person who may become the Spouse of a Participant after the date SERP retirement benefits have commenced is not eligible for any SERP retirement benefits.

The value of each alternative form of payment shall have the same Actuarial Equivalent value as the value of a Participant's SERP retirement benefits determined in accordance with Section 4."

Except as specifically amended hereby, the Plan shall remain in full force and effect prior to this Second Amendment.

IN WITNESS WHEREOF, the Company has caused this Second Amendment to be executed on the day and year first above written

TYSON FOODS, INC.

By: /s/ Mary Oleksiuk

Title: Executive Vice President and Chief Human Resources Officer

Ratio of Earnings to Fixed Charges

(dollars in millions)

	Three Months Ending	Fiscal Years				
	December 30, 2017	2017	2016	2015	2014	2013
Earnings:						
Income from continuing operations before income taxes and equity method investment earnings	\$ 839	\$ 2,609	\$ 2,586	\$ 1,908	\$ 1,241	\$ 1,254
Add: Fixed charges	109	353	313	358	194	219
Add: Amortization of capitalized interest	2	7	7	5	5	5
Less: Capitalized interest	(3)	(12)	(7)	(10)	(8)	(8)
Total adjusted earnings	947	2,957	2,899	2,261	1,432	1,470
Fixed Charges:						
Interest	85	266	241	283	122	116
Capitalized interest	3	12	7	10	8	8
Amortization of debt issuance and debt discount expense	3	13	8	10	10	28
Rentals at computed interest factor ⁽¹⁾	18	62	57	55	54	67
Total fixed charges	\$ 109	\$ 353	\$ 313	\$ 358	\$ 194	\$ 219
Ratio of Earnings to Fixed Charges	8.69	8.38	9.26	6.32	7.38	6.71

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

CERTIFICATIONS

I, Thomas P. Hayes, 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: February 8, 2018

/s/ Thomas P. Hayes

Thomas P. Hayes

President and Chief Executive Officer

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: February 8, 2018

/s/ Dennis Leatherby

Dennis Leatherby

Executive Vice President and Chief Financial Officer

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 December 30, 2017, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Thomas P. Hayes, 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/ Thomas P. Hayes

Thomas P. Hayes

President and Chief Executive Officer

February 8, 2018

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 December 30, 2017, 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

February 8, 2018