

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 29, 2018
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 every Interactive Data File required to be submitted 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 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"/>	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 29, 2018 .

Class	Outstanding Shares
Class A Common Stock, \$0.10 Par Value (Class A stock)	295,257,039
Class B Common Stock, \$0.10 Par Value (Class B stock)	70,010,355

TABLE OF CONTENTS

PART I. FINANCIAL INFORMATION

	<u>PAGE</u>
Item 1. Financial Statements	
Consolidated Condensed Statements of Income for the Three Months Ended December 29, 2018, and December 30, 2017	3
Consolidated Condensed Statements of Comprehensive Income for the Three Months Ended December 29, 2018, and December 30, 2017	4
Consolidated Condensed Balance Sheets as of December 29, 2018, and September 29, 2018	5
Consolidated Condensed Statements of Shareholders' Equity for the Three Months Ended December 29, 2018, and December 30, 2017	6
Consolidated Condensed Statements of Cash Flows for the Three Months Ended December 29, 2018, and December 30, 2017	7
Notes to Consolidated Condensed Financial Statements	8
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	26
Item 3. Quantitative and Qualitative Disclosures About Market Risk	36
Item 4. Controls and Procedures	38

PART II. OTHER INFORMATION

Item 1. Legal Proceedings	39
Item 1A. Risk Factors	39
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	40
Item 3. Defaults Upon Senior Securities	40
Item 4. Mine Safety Disclosures	40
Item 5. Other Information	40
Item 6. Exhibits	41
SIGNATURES	43

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 29, 2018	December 30, 2017
Sales	\$ 10,193	\$ 10,229
Cost of Sales	8,838	8,786
Gross Profit	1,355	1,443
Selling, General and Administrative	548	521
Operating Income	807	922
Other (Income) Expense:		
Interest income	(2)	(2)
Interest expense	99	88
Other, net	(3)	(6)
Total Other (Income) Expense	94	80
Income before Income Taxes	713	842
Income Tax Expense (Benefit)	161	(790)
Net Income	552	1,632
Less: Net Income Attributable to Noncontrolling Interests	1	1
Net Income Attributable to Tyson	\$ 551	\$ 1,631
Weighted Average Shares Outstanding:		
Class A Basic	294	296
Class B Basic	70	70
Diluted	366	371
Net Income Per Share Attributable to Tyson:		
Class A Basic	\$ 1.54	\$ 4.54
Class B Basic	\$ 1.39	\$ 4.09
Diluted	\$ 1.50	\$ 4.40

See accompanying Notes to Consolidated Condensed Financial Statements.

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

	Three Months Ended	
	December 29, 2018	December 30, 2017
Net Income	\$ 552	\$ 1,632
Other Comprehensive Income (Loss), Net of Taxes:		
Derivatives accounted for as cash flow hedges	(9)	(1)
Investments	1	—
Currency translation	8	1
Postretirement benefits	(3)	2
Total Other Comprehensive Income (Loss), Net of Taxes	(3)	2
Comprehensive Income	549	1,634
Less: Comprehensive Income Attributable to Noncontrolling Interests	1	1
Comprehensive Income Attributable to Tyson	\$ 548	\$ 1,633

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 29, 2018	September 29, 2018
Assets		
Current Assets:		
Cash and cash equivalents	\$ 400	\$ 270
Accounts receivable, net	1,892	1,723
Inventories	3,777	3,513
Other current assets	232	182
Total Current Assets	6,301	5,688
Net Property, Plant and Equipment	7,018	6,169
Goodwill	10,814	9,739
Intangible Assets, net	7,441	6,759
Other Assets	761	754
Total Assets	\$ 32,335	\$ 29,109
Liabilities and Shareholders' Equity		
Current Liabilities:		
Current debt	3,917	1,911
Accounts payable	1,962	1,694
Other current liabilities	1,551	1,426
Total Current Liabilities	7,430	5,031
Long-Term Debt	8,075	7,962
Deferred Income Taxes	2,330	2,107
Other Liabilities	1,241	1,198
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	4,332	4,387
Retained earnings	12,719	12,329
Accumulated other comprehensive loss	(18)	(15)
Treasury stock, at cost – 82 million shares at December 29, 2018 and September 29, 2018	(3,951)	(3,943)
Total Tyson Shareholders' Equity	13,127	12,803
Noncontrolling Interests	132	8
Total Shareholders' Equity	13,259	12,811
Total Liabilities and Shareholders' Equity	\$ 32,335	\$ 29,109

See accompanying Notes to Consolidated Condensed Financial Statements.

TYSON FOODS, INC.
CONSOLIDATED CONDENSED STATEMENTS OF SHAREHOLDERS' EQUITY
(In millions)
(Unaudited)

	Three Months Ended			
	December 29, 2018		December 30, 2017	
	Shares	Amount	Shares	Amount
Class A Common Stock:				
Balance at beginning and end of period	378	\$ 38	378	\$ 38
Class B Common Stock:				
Balance at beginning and end of period	70	7	70	7
Capital in Excess of Par Value:				
Balance at beginning of period		4,387		4,378
Stock-based compensation		(55)		(32)
Balance at end of period		4,332		4,346
Retained Earnings:				
Balance at beginning of period		12,329		9,776
Net income attributable to Tyson		551		1,631
Dividends		(161)		(135)
Balance at end of period		12,719		11,272
Accumulated Other Comprehensive Income (Loss), Net of Tax:				
Balance at beginning of period		(15)		16
Other Comprehensive Income (Loss)		(3)		2
Balance at end of period		(18)		18
Treasury Stock:				
Balance at beginning of period	82	(3,943)	80	(3,674)
Purchase of Class A common stock	1	(83)	2	(164)
Stock-based compensation	(1)	75	(2)	112
Balance at end of period	82	(3,951)	80	(3,726)
Total Shareholders' Equity Attributable to Tyson		\$ 13,127		\$ 11,955
Equity Attributable to Noncontrolling Interests:				
Balance at beginning of period		\$ 8		\$ 18
Net income attributable to noncontrolling interests		1		1
Business combination and other		123		—
Total Equity Attributable to Noncontrolling Interests		\$ 132		\$ 19
Total Shareholders' Equity		\$ 13,259		\$ 11,974

See accompanying Notes to Consolidated Condensed Financial Statements.

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

	Three Months Ended	
	December 29, 2018	December 30, 2017
Cash Flows From Operating Activities:		
Net income	\$ 552	\$ 1,632
Depreciation and amortization	250	229
Deferred income taxes	18	(967)
Other, net	64	29
Net changes in operating assets and liabilities	(16)	203
Cash Provided by Operating Activities	868	1,126
Cash Flows From Investing Activities:		
Additions to property, plant and equipment	(318)	(296)
Purchases of marketable securities	(15)	(12)
Proceeds from sale of marketable securities	15	9
Acquisitions, net of cash acquired	(2,141)	(226)
Proceeds from sale of business	—	125
Other, net	10	(22)
Cash Used for Investing Activities	(2,449)	(422)
Cash Flows From Financing Activities:		
Payments on debt	(12)	(429)
Proceeds from issuance of debt	1,807	—
Borrowings on revolving credit facility	—	655
Payments on revolving credit facility	—	(650)
Proceeds from issuance of commercial paper	5,538	5,728
Repayments of commercial paper	(5,406)	(5,824)
Purchases of Tyson Class A common stock	(83)	(164)
Dividends	(134)	(108)
Stock options exercised	3	63
Other, net	(2)	—
Cash (Used for) Provided by Financing Activities	1,711	(729)
Effect of Exchange Rate Changes on Cash	—	—
Increase (Decrease) in Cash and Cash Equivalents	130	(25)
Cash and Cash Equivalents at Beginning of Year	270	318
Cash and Cash Equivalents at End of Period	\$ 400	\$ 293

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 29, 2018 . 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 29, 2018 , and the results of operations for the three months ended December 29, 2018 , and December 30, 2017 . 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.

Revenue Recognition

We recognize revenue mainly through retail, foodservice, international, industrial and other distribution channels. Our revenues primarily result from contracts with customers and are generally short term in nature with the delivery of product as the single performance obligation. We recognize revenue for the sale of the product at the point in time when our performance obligation has been satisfied and control of the product has transferred to our customer, which generally occurs upon shipment or delivery to a customer based on terms of the sale. We elected to account for shipping and handling activities that occur after the customer has obtained control of the product as a fulfillment cost rather than an additional promised service. Our contracts are generally less than one year, and therefore we recognize costs paid to third party brokers to obtain contracts as expenses. Additionally, items that are not material in the context of the contract are recognized as expense. Any taxes collected on behalf of government authorities are excluded from net revenues.

Revenue is measured by the transaction price, which is defined as the amount of consideration we expect to receive in exchange for providing goods to customers. The transaction price is adjusted for estimates of known or expected variable consideration, which includes consumer incentives, trade promotions, and allowances, such as coupons, discounts, rebates, volume-based incentives, cooperative advertising, and other programs. Variable consideration related to these programs is recorded as a reduction to revenue based on amounts we expect to pay. We base these estimates on current performance, historical utilization, and projected redemption rates of each program. We review and update these estimates regularly until the incentives or product returns are realized and the impact of any adjustments are recognized in the period the adjustments are identified. In many cases, key sales terms such as pricing and quantities ordered are established on a regular basis such that most customer arrangements and related incentives have a duration of less than one year. Amounts billed and due from customers are short term in nature and are classified as receivables since payments are unconditional and only the passage of time is required before payments are due. Additionally, we do not grant payment financing terms greater than one year.

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 hedges to be recorded in Other Comprehensive Income, the change in fair value of derivatives 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 March 2017, the FASB issued guidance that 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 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 do not expect the adoption of this guidance will have a material impact on our consolidated financial statements.

In February 2016, the FASB issued guidance that 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. Although we expect the impacts to be material, 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.

Changes in Accounting Principles

In August 2018, the FASB issued guidance aligning the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. The guidance is effective for annual reporting periods and interim periods within those annual reporting periods beginning after December 15, 2019, our fiscal 2021. The prospective transition method should be applied to all qualified implementation costs incurred after the adoption date. We elected to early adopt this guidance beginning in the first quarter of fiscal 2019, and it did not have a material impact 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. The prospective transition method should be applied to awards modified on or after the adoption date. We adopted this guidance in the first quarter of fiscal 2019 and it did not have a material impact on our consolidated financial statements.

In March 2017, the FASB issued guidance that changes 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. 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. The guidance includes a practical expedient allowing entities to estimate amounts for comparative periods using the information previously disclosed in the pension and other postretirement benefit plan note. We adopted this guidance in the first quarter of fiscal 2019 on a retrospective basis using the practical expedient and it did not have a material impact on our consolidated financial statements.

The following is a reconciliation of the effect of the reclassification of the net periodic benefit cost from operating expenses to other (income) expense in our consolidated statements of income for the three months ended December 30, 2017 (in millions):

Three Months Ended December 30, 2017:	As Previously Reported	Adjustments	As Recast
Cost of Sales	\$ 8,778	\$ 8	\$ 8,786
Selling, General and Administrative	\$ 524	\$ (3)	\$ 521
Operating Income	\$ 927	\$ (5)	\$ 922
Other (Income) Expense	\$ 85	\$ (5)	\$ 80

In November 2016, the FASB issued guidance that 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. The retrospective transition method should be applied. We adopted this guidance in the first quarter of fiscal 2019 and it did not have a material impact on our consolidated financial statements.

In October 2016, the FASB issued guidance that 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. The modified retrospective transition method should be applied. We adopted this guidance in the first quarter of fiscal 2019 and it did not have a material impact on our consolidated financial statements.

In August 2016, the FASB issued guidance that 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. The retrospective transition method should be applied. We adopted this guidance in the first quarter of fiscal 2019 and it did not have a material impact on our consolidated financial statements.

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 adopted this guidance in the first quarter of fiscal 2019. We did not use prospective amendments for any investments and adoption did not have a material impact on our consolidated financial statements.

In May 2014, the FASB issued guidance that changes 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, including disaggregated revenue disclosures. 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. We adopted this guidance in the first quarter of fiscal 2019 using the modified retrospective transition method. Prior periods were not adjusted and, based on our implementation assessment, no cumulative-effect adjustment was made to the opening balance of retained earnings. The adoption of this standard did not have a material impact on our consolidated financial statements. For further description of our revenue recognition policy refer to the Revenue Recognition section above and for disaggregated revenue information refer to Part I, Item 1, Notes to the Consolidated Condensed Financial Statements, Note 16: Segment Reporting.

NOTE 2: ACQUISITIONS AND DISPOSITIONS

Acquisitions

On November 30, 2018, we acquired all of the outstanding common stock of MFG (USA) Holdings, Inc. and McKey Luxembourg Holdings S.à.r.l. (“Keystone Foods”) from Marfrig Global Foods (“Marfrig”) for \$2.3 billion in cash, subject to certain adjustments. The acquisition of Keystone Foods, a major supplier to the growing global foodservice industry, is our latest investment in furtherance of our growth strategy and expansion of our value-added protein capabilities. We funded the acquisition with existing cash on hand, net proceeds from the issuance of a new term loan facility and borrowings under our commercial paper program. Keystone Foods' domestic and international results, subsequent to the acquisition closing, are included in our Chicken segment and Other, respectively.

The following table summarizes the preliminary purchase price allocation and fair values of the assets acquired and liabilities assumed at the acquisition date, which is subject to change pending finalization of working capital adjustments. Certain estimated values for the acquisition, including goodwill, intangible assets, inventory, 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 the acquisition date.

	in millions	
Cash and cash equivalents	\$	186
Accounts receivable		118
Inventories		257
Other current assets		34
Property, Plant and Equipment		725
Goodwill		1,073
Intangible Assets		745
Other Assets		28
Current debt		(73)
Accounts payable		(206)
Other current liabilities		(100)
Long-Term Debt		(115)
Deferred Income Taxes		(213)
Other Liabilities		(10)
Noncontrolling Interests		(122)
Net assets acquired	\$	2,327

The fair value of identifiable intangible assets primarily consisted of customer relationships with a weighted average life of 25 years. As a result of the acquisition, we recognized a total of \$1,073 million of goodwill. The purchase price was assigned to assets acquired and liabilities assumed based on their preliminary 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. The preliminary allocation of goodwill to our segments was \$739 million and \$334 million to our Chicken segment and Other, respectively. We do not expect the goodwill to be deductible for U.S. income tax purposes.

We used various valuation techniques to determine fair value, with the primary techniques being discounted cash flow, relief-from-royalty, market pricing multiple 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, EBITDA multiples, and discount rates based on budgets, business plans, economic projections, anticipated future cash flows and marketplace data.

The acquisition of Keystone Foods was accounted for using the acquisition method of accounting and, consequently, the results of operations for Keystone Foods are reported in our consolidated financial statements from the date of acquisition. Keystone's results from the date of the acquisition through December 29, 2018, were insignificant to our Consolidated Condensed Statements of Income.

On February 6, 2019, the Company announced it had reached a definitive agreement to acquire the Thai and European operations of BRF S.A. for \$340 million in cash, subject to certain adjustments. This acquisition builds on our growth strategy to expand offerings of value-added protein in global markets. The transaction is expected to close before the end of our fiscal third quarter 2019 and is subject to customary closing conditions, including regulatory approvals, however, there can be no assurance that the acquisition will close at such time. We expect the operations results will be included in Other for segment presentation.

On August 20, 2018, we acquired the assets of American Proteins, Inc. and AMPRO Products, Inc. ("American Proteins"), a poultry rendering and blending operation for \$866 million, subject to net working capital adjustments, as part of our strategic expansion and sustainability initiatives. Its results, subsequent to the acquisition closing, are included in our Chicken segment. The preliminary purchase price allocation included \$71 million of net working capital, \$155 million of Property, Plant and Equipment, \$411 million of Intangible Assets, \$242 million of Goodwill, and \$13 million of Other liabilities. Intangible Assets primarily included \$358 million assigned to supply network which will be amortized over 14 years and \$51 million assigned to customer relationships which will be amortized over a weighted average of 12 years. All of the goodwill acquired is amortizable 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 4, 2018, we acquired Tecumseh Poultry, LLC ("Tecumseh"), a vertically integrated value-added protein business for \$382 million, net of cash acquired, as part of our strategy to grow in the high quality, branded poultry market. Its results, subsequent to the acquisition closing, are included in our Chicken segment. The preliminary purchase price allocation included \$13 million of net working capital, including \$1 million of cash acquired, \$49 million of Property, Plant and Equipment, \$227 million of Intangible Assets and \$94 million of Goodwill. Intangible Assets included \$193 million assigned to brands and trademarks which will be amortized over 20 years. All of the goodwill acquired is amortizable 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 November 10, 2017, we acquired Original Philly Holdings, Inc. ("Original Philly"), 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 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 \$111 million of Goodwill. We completed the allocation of goodwill to our segments in the second quarter of fiscal 2018 using the acquisition method approach. This resulted in \$82 million and \$29 million of goodwill allocated to our Prepared Foods and Chicken segments, respectively. All of the goodwill acquired is amortizable for tax purposes.

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 were 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 also included 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.

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 completed the sale of our Sara Lee® Frozen Bakery and Van's® businesses on July 30, 2018 for \$623 million including a working capital adjustment. Prior to the sale, in the first quarter of fiscal 2018, we recorded a pretax impairment charge totaling \$26 million, due to revised estimates of the businesses fair value based on 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 TNT Crust, our pizza crust business, which was also included in our Prepared Foods segment, as part of our strategic focus on protein brands. We completed the sale of this business on September 2, 2018, for \$57 million net of adjustments.

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 29, 2018, 66% of the cost of inventories was determined by the first-in, first-out ("FIFO") method as compared to 63% at September 29, 2018. 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 29, 2018	September 29, 2018
Processed products	\$ 2,064	\$ 1,981
Livestock	1,121	1,006
Supplies and other	592	526
Total inventory	\$ 3,777	\$ 3,513

NOTE 4: PROPERTY, PLANT AND EQUIPMENT

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

	December 29, 2018	September 29, 2018
Land	\$ 168	\$ 154
Buildings and leasehold improvements	4,455	4,115
Machinery and equipment	8,122	7,720
Land improvements and other	363	357
Buildings and equipment under construction	917	689
	14,025	13,035
Less accumulated depreciation	7,007	6,866
Net property, plant and equipment	\$ 7,018	\$ 6,169

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 \$253 million which consist primarily of severance and employee related costs, impairments and accelerated depreciation of technology assets, incremental costs to implement new technology, and contract termination costs.

Through December 29, 2018, \$217 million of the estimated \$253 million total pretax charges has been recognized. The majority of the remaining estimated charges relate to incremental costs to implement new technology.

We recognized restructuring and related charges of \$8 million and \$19 million for the three months ended December 29, 2018, and December 30, 2017, respectively, associated with the Financial Fitness Program. These costs were recorded in Selling, General and Administrative in our Consolidated Condensed Statements of Income and represent incremental costs to implement new technology and accelerated depreciation of technology assets.

Our restructuring liability was \$10 million and \$5 million at September 29, 2018, and December 29, 2018, respectively. The change in the restructuring liability was due to payment of \$5 million during the first quarter of fiscal 2019.

NOTE 6: OTHER CURRENT LIABILITIES

Other current liabilities are as follows (in millions):

	December 29, 2018	September 29, 2018
Accrued salaries, wages and benefits	\$ 476	\$ 549
Income taxes payable	237	72
Other	838	805
Total other current liabilities	\$ 1,551	\$ 1,426

NOTE 7: DEBT

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

	December 29, 2018	September 29, 2018
Revolving credit facility	\$ —	\$ —
Commercial paper	737	605
Senior notes:		
Notes due May 2019 (3.16% at 12/29/2018)	300	300
2.65% Notes due August 2019	1,000	1,000
Notes due June 2020 (3.29% at 12/29/2018)	350	350
Notes due August 2020 (3.10% at 12/29/2018)	400	400
4.10% Notes due September 2020	281	281
2.25% Notes due August 2021	500	500
4.50% Senior notes due June 2022	1,000	1,000
3.90% Senior notes due September 2023	400	400
3.95% Notes due August 2024	1,250	1,250
3.55% Notes due June 2027	1,350	1,350
7.00% Notes due January 2028	18	18
6.13% Notes due November 2032	161	161
4.88% Notes due August 2034	500	500
5.15% Notes due August 2044	500	500
4.55% Notes due June 2047	750	750
5.10% Notes due September 2048	500	500
Discount on senior notes	(15)	(15)
Term loan:		
364-Day Term Loan due November 2019 (3.50% at 12/29/2018)	1,800	—
Other	257	73
Unamortized debt issuance costs	(47)	(50)
Total debt	11,992	9,873
Less current debt	3,917	1,911
Total long-term debt	\$ 8,075	\$ 7,962

Revolving Credit Facility and Letters of Credit

We have a \$1.75 billion revolving credit facility that supports short-term funding needs and serves as a backstop to our commercial paper program which will mature and the commitments thereunder will terminate in March 2023. Amounts available for borrowing under this facility totaled \$1.75 billion at December 29, 2018, before deducting amounts to backstop our commercial paper program. At December 29, 2018, we had no outstanding borrowings and no outstanding letters of credit issued under this facility. At December 29, 2018, we had \$111 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 \$1 billion as of December 29, 2018. As of December 29, 2018, we had \$737 million of commercial paper outstanding at a weighted average interest rate of 2.94% with maturities of less than 15 days.

364-Day Term Loan Agreement

In November 2018, as part of the financing for the Keystone Foods acquisition, we borrowed \$1.8 billion under an unsecured term loan facility, which is due November 2019. Interest will reset based on the selected LIBOR interest period plus 1.125%, and will be reset according to the terms of the term loan facility at 180 days after the initial borrowing date.

Debt Covenants

Our revolving credit facility and term loan 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 29, 2018 .

NOTE 8: EQUITY**Share Repurchases**

As of December 29, 2018 , 22.1 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 29, 2018		December 30, 2017	
	Shares	Dollars	Shares	Dollars
Shares repurchased:				
Under share repurchase program	0.9	\$ 50	1.5	\$ 120
To fund certain obligations under equity compensation plans	0.5	33	0.6	44
Total share repurchases	1.4	\$ 83	2.1	\$ 164

NOTE 9: INCOME TAXES

The "Tax Cuts and Jobs Act" (the "Tax Act") was signed into law in the first quarter of fiscal 2018. In the first quarter of fiscal 2019, we completed our accounting for the Tax Act and recorded an immaterial adjustment to income tax expense. We finalized the remeasurement of domestic deferred tax balances from the former 35% corporate tax rate to the newly enacted 21% tax rate and finalized our accounting for the global intangible low-taxed income tax, for which we elected the period cost method, and neither had a material impact on our consolidated condensed financial statements in the first quarter of fiscal 2019.

Our effective tax rate was 22.6% and (93.8)% for the first quarter of fiscal 2019 and 2018 , respectively. The effective tax rates for the first quarter of fiscal 2019 and 2018 were impacted by state income taxes. Additionally, changes resulting from the remeasurement of deferred income taxes at newly enacted tax rates reduced the effective tax rate for the first quarter of fiscal 2018 by 118.1% . The effective tax rate for the first quarter of fiscal 2018 also includes a 2.3% benefit related to excess tax benefits associated with share-based payments to employees and a 1.8% benefit related to the domestic production deduction.

Unrecognized tax benefits were \$296 million and \$308 million at December 29, 2018 , and September 29, 2018 , respectively.

We estimate that during the next twelve months it is reasonably possible that unrecognized tax benefits could decrease by as much as \$13 million primarily due to expiration of statutes of limitations in various jurisdictions.

NOTE 10: OTHER INCOME AND CHARGES

During the first quarter of fiscal 2019 , we recognized \$17 million of net periodic pension and postretirement benefit cost, excluding the service cost component, which was recorded in the Consolidated Condensed Statements of Income in Other, net. Additionally, we recorded \$5 million of equity earnings in joint ventures and \$1 million in net foreign currency exchange losses, which were also recorded in the Consolidated Condensed Statements of Income in Other, net.

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. Additionally, in accordance with recently adopted accounting guidance, we have retrospectively recognized \$5 million of net periodic pension and postretirement benefit credit, excluding the service cost component, which was 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 29, 2018	December 30, 2017
Numerator:		
Net income	\$ 552	\$ 1,632
Less: Net income attributable to noncontrolling interests	1	1
Net income attributable to Tyson	551	1,631
Less dividends declared:		
Class A	133	111
Class B	28	24
Undistributed earnings	\$ 390	\$ 1,496
Class A undistributed earnings	\$ 321	\$ 1,233
Class B undistributed earnings	69	263
Total undistributed earnings	\$ 390	\$ 1,496
Denominator:		
Denominator for basic earnings per share:		
Class A weighted average shares	294	296
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	2	5
Denominator for diluted earnings per share – adjusted weighted average shares and assumed conversions	366	371
Net income per share attributable to Tyson:		
Class A basic	\$ 1.54	\$ 4.54
Class B basic	\$ 1.39	\$ 4.09
Diluted	\$ 1.50	\$ 4.40
Dividends Declared Per Share:		
Class A	\$ 0.450	\$ 0.375
Class B	\$ 0.405	\$ 0.338

Approximately 4 million of our stock-based compensation shares were antidilutive for the three months ended December 29, 2018 and approximately 1 million for the three months ended December 30, 2017. 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 29, 2018 .

We had the following aggregated outstanding notional amounts related to our derivative financial instruments:

in millions, except soy meal tons	Metric	December 29, 2018	September 29, 2018
Commodity:			
Corn	Bushels	63	112
Soy Meal	Tons	607,200	651,700
Live Cattle	Pounds	256	105
Lean Hogs	Pounds	151	39
Foreign Currency	United States dollar	\$ 261	\$ 89
Interest Rate Swaps	Average monthly debt	\$ 400	\$ 400
Treasury Rate Locks	Average monthly debt	\$ 1,200	\$ —

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), interest rate swaps and locks, 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 as well as interest rates related to our variable rate debt. 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 29, 2018 , and December 30, 2017 . As of December 29, 2018 , we have net pretax losses of \$6 million for our commodity contracts and \$1 million of pretax losses related to our interest rate swap hedges, expected to be reclassified into earnings within the next 12 months. Additionally, we have \$16 million of pretax losses related to our treasury rate locks, which will be reclassified to earnings over the life of a forecasted fixed-rate debt issuance. During the three months ended December 29, 2018 , and December 30, 2017 , we did not reclassify significant pretax gains or 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 29, 2018	December 30, 2017		December 29, 2018	December 30, 2017
Cash flow hedge – derivatives designated as hedging instruments:					
Commodity contracts	\$ (2)	\$ (2)	Cost of Sales	\$ (7)	\$ (1)
Interest rate hedges	(18)	—	Interest expense	—	—
Total	\$ (20)	\$ (2)		\$ (7)	\$ (1)

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	in millions	
		Three Months Ended	
		December 29, 2018	December 30, 2017
Gain (Loss) on forwards	Cost of Sales	\$ (1)	\$ (7)
Gain (Loss) on purchase contract	Cost of Sales	1	7

Ineffectiveness related to our fair value hedges was not significant for the three months ended December 29, 2018, and December 30, 2017.

Undesignated Positions

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

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

	Consolidated Condensed Statements of Income Classification	Gain (Loss) Recognized in Earnings	
		Three Months Ended	
		December 29, 2018	December 30, 2017
Derivatives not designated as hedging instruments:			
Commodity contracts	Sales	\$ 1	\$ 9
Commodity contracts	Cost of Sales	3	(22)
Foreign exchange contracts	Other Income/Expense	—	—
Total		\$ 4	\$ (13)

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 29, 2018	Level 1	Level 2	Level 3	Netting (a)	Total
Other Current Assets:					
Derivative financial instruments:					
Designated as hedges	\$ —	\$ 4	\$ —	\$ —	\$ 4
Undesignated	—	31	—	(3)	28
Available-for-sale securities:					
Current	—	1	—	—	1
Other Assets:					
Available-for-sale securities:					
Non-current	—	46	52	—	98
Deferred compensation assets	6	280	—	—	286
Total assets	\$ 6	\$ 362	\$ 52	\$ (3)	\$ 417

Other Current Liabilities:					
Derivative financial instruments:					
Designated as hedges	\$ —	\$ 22	\$ —	\$ (5)	\$ 17
Undesignated	—	41	—	(23)	18
Total liabilities	\$ —	\$ 63	\$ —	\$ (28)	\$ 35

September 29, 2018	Level 1	Level 2	Level 3	Netting (a)	Total
Other Current Assets:					
Derivative financial instruments:					
Designated as hedges	\$ —	\$ 2	\$ —	\$ (1)	\$ 1
Undesignated	—	44	—	(19)	25
Available-for-sale securities:					
Current	—	1	—	—	1
Other Assets:					
Available-for-sale securities:					
Non-current	—	46	51	—	97
Deferred compensation assets	21	295	—	—	316
Total assets	\$ 21	\$ 388	\$ 51	\$ (20)	\$ 440
Other Current Liabilities:					
Derivative financial instruments:					
Designated as hedges	\$ —	\$ 8	\$ —	\$ (8)	\$ —
Undesignated	—	35	—	(30)	5
Total liabilities	\$ —	\$ 43	\$ —	\$ (38)	\$ 5

(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 29, 2018, and September 29, 2018, we had \$25 million and \$18 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 29, 2018		December 30, 2017	
Balance at beginning of year	\$	51	\$	51
Total realized and unrealized gains (losses):				
Included in earnings		—		—
Included in other comprehensive income (loss)		—		—
Purchases		7		4
Issuances		—		—
Settlements		(6)		(5)
Balance at end of period	\$	52	\$	50
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 where necessary for credit and non-performance risk and internal models that use readily observable market inputs as their basis, including current and forward market prices and rates. 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 33 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 29, 2018			September 29, 2018		
	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	\$ 47	\$ 47	\$ —	\$ 48	\$ 47	\$ (1)
Corporate and asset-backed	53	52	(1)	52	51	(1)

Unrealized holding gains (losses), net of tax, are excluded from earnings and reported in OCI until the security is settled or sold. On a quarterly basis, we evaluate whether losses related to our available-for-sale securities are temporary in nature. Losses on equity securities are recognized in earnings if the decline in value is judged to be other than temporary. If losses related to our debt securities are determined to be other than temporary, the loss would be recognized in earnings if we intend, or will more likely than not 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 29, 2018, and December 30, 2017. No other than temporary losses were deferred in OCI as of December 29, 2018, and September 29, 2018.

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

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

In addition to assets and liabilities that are recorded at fair value on a recurring basis, we record assets and liabilities at fair value on a nonrecurring basis. Generally, assets are recorded at fair value on a nonrecurring basis as a result of impairment charges.

We did not have any significant measurements of assets or liabilities at fair value on a nonrecurring basis subsequent to their initial recognition during the three months ended December 29, 2018 .

In the first quarter of fiscal 2018, we recorded \$26 million of impairment charges 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 charges were recorded in Cost of Sales in our Consolidated Condensed Statement of Income, 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.

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 29, 2018		September 29, 2018	
	Fair Value	Carrying Value	Fair Value	Carrying Value
Total debt	\$ 11,723	\$ 11,992	\$ 9,775	\$ 9,873

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 29, 2018 , and December 30, 2017 , are as follows (in millions):

	Pension Plans			
	Three Months Ended			
	December 29, 2018		December 30, 2017	
Service cost	\$	1	\$	2
Interest cost		16		16
Expected return on plan assets		(14)		(16)
Amortization of net actuarial loss		—		1
Settlement loss		19		—
Net periodic cost	\$	22	\$	3
	Postretirement Benefit Plans			
	Three Months Ended			
	December 29, 2018		December 30, 2017	
Amortization of prior service credit	\$	(4)	\$	(6)
Net periodic credit	\$	(4)	\$	(6)

We contributed \$3 million and \$5 million to our pension plans for the three months ended December 29, 2018 and December 30, 2017 , respectively. We expect to contribute an additional \$12 million during the remainder of fiscal 2019 . 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 2019 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 29, 2018			December 30, 2017		
	Before Tax	Tax	After Tax	Before Tax	Tax	After Tax
Derivatives accounted for as cash flow hedges:						
(Gain) loss reclassified to interest expense	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
(Gain) loss reclassified to cost of sales	7	(2)	5	1	(1)	—
Unrealized gain (loss)	(20)	6	(14)	(2)	1	(1)
Investments:						
Unrealized gain (loss)	1	—	1	(1)	1	—
Currency translation:						
Translation adjustment	9	(1)	8	1	—	1
Postretirement benefits						
Unrealized gain (loss)	(28)	8	(20)	2	—	2
Pension settlement reclassified to other (income) expense	23	(6)	17	—	—	—
Total other comprehensive income (loss)	\$ (8)	\$ 5	\$ (3)	\$ 1	\$ 1	\$ 2

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 production operations in Australia, China, South Korea, Malaysia, and Thailand, third-party merger and integration costs and corporate overhead related to Tyson New Ventures, LLC.

On November 10, 2017, we acquired Original Philly, a valued added protein business. The results from operations of this business are included in the Prepared Foods and Chicken segments. On June 4, 2018, we acquired Tecumseh, a vertically integrated value-added protein business, and on August 20, 2018, we acquired American Proteins, a poultry rendering and blending operation as part of our strategic expansion and sustainability initiatives. The results from operations of these businesses are included in our Chicken segment. On November 30, 2018, we acquired Keystone Foods, our latest investment in furtherance of our growth strategy and expansion of our value-added protein capabilities. The results from operations of this business are included in the Chicken segment and Other. For further description of these transactions, refer to Part I, Item 1, Notes to Consolidated Condensed Financial Statements, Note 2: Acquisitions and Dispositions.

On December 30, 2017, we completed the sale of our Kettle business, on July 30, 2018, we completed the sale of Sara Lee® Frozen Bakery and Van's® businesses, and on September 2, 2018, we completed the sale of our TNT crust business, as part of our strategic focus on protein brands. All of these businesses were part of our Prepared Foods segment. For further description of these transactions, refer to Part I, Item 1, Notes to Consolidated Condensed Financial Statements, Note 2: Acquisitions and Dispositions.

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, tenders, wings 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, convenience stores, 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®, 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, flour and corn tortilla products, appetizers, snacks, prepared meals, ethnic foods, 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, convenience stores, 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 29, 2018	December 30, 2017
Sales:		
Beef	\$ 3,926	\$ 3,886
Pork	1,179	1,283
Chicken	3,115	2,997
Prepared Foods	2,149	2,292
Other	143	88
Intersegment	(319)	(317)
Total sales	\$ 10,193	\$ 10,229
Operating income (loss):		
Beef	\$ 305	\$ 256
Pork	95	151
Chicken	160 ^(a)	272
Prepared Foods	265	256
Other	(18) ^(b)	(13) ^(b)
Total operating income	807	922
Total other (income) expense	94	80
Income before income taxes	\$ 713	\$ 842

(a) Chicken operating income includes \$8 million in Keystone Foods purchase price accounting adjustments for the three months ended December 29, 2018 .

(b) Other operating loss includes \$18 million Keystone Foods purchase accounting and acquisition related costs for the three months ended December 29, 2018 , and other third-party merger and integration costs and corporate overhead of Tyson New Ventures, LLC of \$4 million for each of the three months ended December 29, 2018 , and December 30, 2017 , respectively.

The Beef segment had sales of \$90 million and \$94 million in the first quarter of fiscal 2019 and 2018 , respectively, from transactions with other operating segments of the Company. The Pork segment had sales of \$215 million and \$201 million in the first quarter of fiscal 2019 and 2018 , respectively, from transactions with other operating segments of the Company. The Chicken segment had sales of \$14 million and \$22 million in the first quarter of fiscal 2019 and 2018 , 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.

The following table further disaggregates our sales to customers by major distribution channels (in millions):

	Three Months Ended						
	December 29, 2018						
	Retail ^(a)	Foodservice ^(b)	International ^(c)	Industrial and Other ^(d)	Intersegment	Total	
Beef	\$ 1,851	\$ 1,017	\$ 628	\$ 340	\$ 90	\$ 3,926	
Pork	337	91	225	311	215	1,179	
Chicken	1,372	1,130	157	442	14	3,115	
Prepared Foods	1,275	789	24	61	—	2,149	
Other	—	—	143	—	—	143	
Intersegment					(319)	(319)	
Total	\$ 4,835	\$ 3,027	\$ 1,177	\$ 1,154	\$ —	\$ 10,193	

(a) Includes sales to food retailers, such as grocery retailers, warehouse club stores, and internet-based retailers.

(b) Includes sales to foodservice distributors, restaurant operators, hotel chains and noncommercial foodservice establishments such as schools, convenience stores, healthcare facilities and the military.

(c) Includes sales to international markets related to internationally produced products or export sales of domestically produced products.

(d) Includes sales to industrial food processing companies that further process our product to sell to end consumer and any remaining sales not included in the Retail, Foodservice or International categories.

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 29, 2018, was \$15 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 \$97 million, all of which 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 29, 2018, and September 29, 2018, 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 29, 2018 was approximately \$300 million. The total receivables under these programs were \$10 million and \$6 million at December 29, 2018 and September 29, 2018, respectively. 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 29, 2018, and September 29, 2018.

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 29, 2018, total amount under these types of arrangements totaled \$698 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 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 Financial Statements. We believe we have substantial defenses to the claims made and intend to vigorously defend these matters.

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 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 have been cooperating with the Attorney General's office.

On June 18, 2018, Wanda Duryea, Matthew Hosking, John McKee, Lisa Melegari, Michael Reilly, Sandra Steffan, Paul Glantz, Edwin Blakey, Jennifer Sullivan, Lisa Axelrod, Anbessa Tufa and Christina Hall, acting on behalf of themselves individually and on behalf of a putative plaintiff class consisting of all persons and entities who indirectly purchased pork, filed a class action complaint against us and certain of our pork subsidiaries, as well as several other pork processing companies, in the federal district court for the District of Minnesota. Subsequent to the filing of the initial complaint, additional lawsuits making similar claims on behalf of putative classes of direct and indirect purchasers were also filed in the same court. The complaints allege, among other things, that beginning in January 2009 the defendants conspired and combined to fix, raise, maintain, and stabilize the price of pork and pork products 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 plaintiffs are seeking treble damages, injunctive relief, pre- and post-judgment interest, costs, and attorneys' fees on behalf of the putative classes. The direct purchaser actions and indirect purchaser actions have been consolidated for pretrial purposes. On October 23, 2018, defendants filed motions to dismiss the complaints. A hearing on the motions was held on January 28, 2019.

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 \$66 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 \$6.5 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 \$282 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 \$1,300). 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. Each of Aris Philippines, Inc., Sara Lee Corporation and Sara Lee Philippines, Inc. appealed this award and sought an injunction to preclude enforcement of the award to the Philippines Court of Appeals. On November 23, 2017, the Court of Appeals granted a writ of preliminary injunction that precluded execution of the NLRC award during the pendency of the appeal. The Court of Appeals subsequently vacated the NLRC's award on April 12, 2018. Complainants have filed motions for reconsideration with the Court of Appeals. On November 14, 2018, the Court of Appeals denied claimants' motions for reconsideration and granted defendants' motion to release and discharge the preliminary injunction bond. Claimants have since filed petitions for writ of certiorari with the Supreme Court of the Philippines. The Supreme Court has not yet determined whether it will accept the case for review. We continue to maintain an accrual for this matter.

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 and all briefing has been completed.

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. We measure segment profit as operating income (loss). Other primarily includes our foreign production operations in Australia, China, South Korea, Malaysia, and Thailand, third-party merger and integration costs and corporate overhead related to Tyson New Ventures, LLC.

As further described in Part I, Item 1, Notes to Consolidated Condensed Financial Statements, Note 1: Accounting Policies, we adopted a new defined benefit and other postretirement accounting standard in the first quarter of fiscal 2019 which required retroactive reclassification of prior periods. Accordingly, Prepared Foods and total Company operating income for the first quarter of fiscal 2018 were reduced by \$5 million. All prior periods have been restated to reflect this adjustment.

Overview

- General – Our operating income of \$807 million remained strong for the first quarter of fiscal 2019 , although down from last year’s record results, as strong Beef and Prepared Foods results were partially offset by a decline in Pork and Chicken margins. In the three months ended December 29, 2018 , our results were impacted by \$26 million of purchase accounting and acquisition related costs associated with the Keystone Foods acquisition and \$8 million of restructuring and related charges.
- Market Environment - According to the United States Department of Agriculture (USDA), domestic protein production (beef, pork, chicken and turkey) increased approximately 2% in the first quarter of fiscal 2019 compared to the same period in fiscal 2018 . We continue to monitor recent trade and tariff activity and its potential impact to exports and inputs costs across all our segments. Currently, we are experiencing impacts to domestic and export prices, primarily chicken and pork, resulting from uncertainty in trade policies and increased tariffs. Additionally, all segments experienced increased operating and labor costs. We pursue recovery of these increased costs through pricing. The Beef segment experienced strong export demand and more favorable domestic market conditions associated with an increase in cattle supply. With excess domestic availability of pork products, the Pork segment experienced periods of challenging market conditions. Our Chicken segment also faced challenging market conditions associated with increased domestic availability of supply and higher feed ingredient costs. Our Prepared Foods segment continued its strong performance despite experiencing reduced volumes from the divestiture of certain non-protein businesses in fiscal 2018.
- Margins – Our total operating margin was 7.9% in the first quarter of fiscal 2019 . Operating margins by segment were as follows:
 - Beef – 7.8%
 - Pork – 8.1%
 - Chicken – 5.1%
 - Prepared Foods – 12.3%
- Liquidity – We generated \$868 million of operating cash flows during the three months of fiscal 2019 . At December 29, 2018 , we had approximately \$1,414 million of liquidity, which included availability under our revolving credit facility after deducting amounts to backstop our commercial paper program and \$400 million of cash and cash equivalents.
- Strategy - Our strategy is to sustainably feed the world with the fastest growing protein brands. We intend to achieve our strategy as we: grow our business through differentiated capabilities; deliver ongoing financial discipline through continuous improvement; and sustain our company and our world for future generations.
 - On November 10, 2017, we acquired Original Philly, a valued added protein business. The results from operations of this business are included in the Prepared Foods and Chicken segments. On June 4, 2018, we acquired Tecumseh, a vertically integrated value-added protein business, and on August 20, 2018, we acquired American Proteins, a poultry rendering and blending operation as part of our strategic expansion and sustainability initiatives. The results from operations of these businesses are included in our Chicken segment. On November 30, 2018, we acquired Keystone Foods, our latest investment in furtherance of our growth strategy and expansion of our value-added protein capabilities. The results from operations of this business are included in the Chicken segment and Other. For further description of these transactions, refer to Part I, Item 1, Notes to Consolidated Condensed Financial Statements, Note 2: Acquisitions and Dispositions.
 - On December 30, 2017, we completed the sale of our Kettle business, on July 30, 2018, we completed the sale of Sara Lee® Frozen Bakery and Van’s® businesses, and on September 2, 2018, we completed the sale of our TNT crust business, as part of our strategic focus on protein brands. All of these businesses were part of our Prepared Foods segment. For further description of these transactions, refer to Part I, Item 1, Notes to 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 business acquisitions and additional elimination of non-valued added costs, the program is focused on supply chain, procurement and overhead improvements, and net savings are expected to be realized in the Prepared Foods and Chicken 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, except per share data

	Three Months Ended	
	December 29, 2018	December 30, 2017
Net income attributable to Tyson	\$ 551	\$ 1,631
Net income attributable to Tyson – per diluted share	1.50	4.40

First quarter – Fiscal 2019 – Net income attributable to Tyson included the following items:

- \$26 million pretax, or (\$0.06) per diluted share, of Keystone Foods purchase accounting and acquisition related costs, which included an \$11 million purchase accounting adjustment for the amortization of the fair value step-up of inventory and \$15 million of acquisition related costs.
- \$8 million pretax, or (\$0.02) per diluted share, of restructuring and related charges.

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 29, 2018	December 30, 2017
Sales	\$ 10,193	\$ 10,229
Change in sales volume	3.3 %	
Change in average sales price	(3.7)%	
Sales growth	(0.4)%	

First quarter – Fiscal 2019 vs Fiscal 2018

- **Sales Volume** – Sales were positively impacted by an increase in sales volume, which accounted for an increase of \$342 million primarily driven by incremental volumes from business acquisitions which impacted the Chicken segment and Other, partially offset by business divestitures in fiscal 2018 in our Prepared Foods segment.
- **Average Sales Price** – Sales were negatively impacted by lower average sales prices, which accounted for a decrease of \$378 million. The Pork and Chicken segments had a decrease in average sales price as a result of decreased pricing associated with lower live hog costs in the Pork segment and product mix changes from fiscal 2018 acquisitions in our Chicken segment, partially offset by an increase in average sales price in the Beef and Prepared Foods segments attributable to strong export sales in the Beef segment and a more favorable product mix in our Prepared Foods segment.
- The above amounts include a net increase of \$199 million related to the inclusion of the Keystone Foods results post acquisition.

Cost of Sales

in millions	Three Months Ended	
	December 29, 2018	December 30, 2017
Cost of sales	\$ 8,838	\$ 8,786
Gross profit	\$ 1,355	\$ 1,443
Cost of sales as a percentage of sales	86.7%	85.9%

First quarter – Fiscal 2019 vs Fiscal 2018

- Cost of sales increased \$52 million. Lower input cost per pound decreased cost of sales \$241 million while higher sales volume increased cost of sales \$293 million. These amounts include a net increase of \$196 million related to the inclusion of Keystone Foods results from operations post acquisition, which also includes an \$11 million purchase accounting adjustment for the fair value step-up of inventory.

- The \$241 million impact of lower input cost per pound was primarily driven by:
 - Decrease in live cattle costs of approximately \$45 million in our Beef segment.
 - Decrease in live hog costs of approximately \$20 million in our Pork segment.
 - Decrease due to net derivative losses of \$5 million in the first quarter of fiscal 2019, compared to net derivative losses of \$29 million in the first quarter of fiscal 2018 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.
 - Increase of approximately \$15 million in our Chicken segment related to net increases in feed ingredient costs, growout expenses and outside meat purchases.
 - Remaining decrease across all of our segments primarily driven by net impacts on average cost per pound from mix changes as well as from business acquisitions and divestitures.
- The \$293 million impact of higher sales volume was driven by an increase in sales volume in our Chicken segment, primarily due to acquisitions, partially offset by decreases in sales volume in our Beef, Pork, and Prepared Foods segments.

Selling, General and Administrative

in millions	Three Months Ended	
	December 29, 2018	December 30, 2017
Selling, general and administrative expense	\$ 548	\$ 521
As a percentage of sales	5.4%	5.1%

First quarter – Fiscal 2019 vs Fiscal 2018

- Increase of \$27 million in selling, general and administrative was primarily driven by:
 - Increase of \$22 million related to the Keystone Foods acquisition.
 - Increase of \$19 million in marketing, advertising, and promotion expenses.
 - Decrease of \$11 million in restructuring and related charges.

Interest Expense

in millions	Three Months Ended	
	December 29, 2018	December 30, 2017
Cash interest expense	\$ 102	\$ 89
Non-cash interest expense	(3)	(1)
Total interest expense	\$ 99	\$ 88

First quarter – Fiscal 2019 vs Fiscal 2018

- 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 2019 was primarily due to debt issued in connection with the Keystone Foods acquisition.

Other (Income) Expense, net

in millions	Three Months Ended	
	December 29, 2018	December 30, 2017
Total other (income) expense, net	\$ (3)	\$ (6)

First quarter – Fiscal 2019

- Included \$17 million of net periodic pension and postretirement benefit cost, which included \$19 million of pension plan settlement cost, and \$1 million in net foreign currency exchange losses. This was offset by \$16 million of insurance proceeds and other income, and \$5 million of equity earnings in joint ventures.

First quarter – Fiscal 2018

- Included \$3 million of equity earnings in joint ventures and \$3 million in net foreign currency exchange losses. Also, included \$5 million retrospective adjustment of net periodic pension and postretirement benefit credit, excluding the service cost component, in accordance with recently adopted accounting guidance.

Effective Tax Rate

	Three Months Ended	
	December 29, 2018	December 30, 2017
	22.6%	(93.8)%

Our effective income tax rate was 22.6% for the first quarter of fiscal 2019 compared to (93.8)% for the same period of fiscal 2018. The effective tax rates for the first quarter of fiscal 2019 and 2018 reflect impacts of the Tax Act which was signed into law in the first quarter of fiscal 2018. These impacts include a 21% statutory federal income tax rate for fiscal 2019 compared to the 24.5% statutory federal income tax rate for fiscal 2018, as well as a 118.1% benefit related to the remeasurement of deferred taxes in the first quarter of fiscal 2018. Additionally, state income taxes increased the effective tax rate for the first quarter of fiscal 2019 and 2018 by 3.5% and 3.4%, respectively, and share based payments to employees reduced the first quarter fiscal 2018 rate by 2.3%.

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 29, 2018		December 30, 2017	
Beef	\$	3,926	\$	3,886
Pork		1,179		1,283
Chicken		3,115		2,997
Prepared Foods		2,149		2,292
Other		143		88
Intersegment sales		(319)		(317)
Total	\$	10,193	\$	10,229

in millions	Operating Income (Loss)			
	Three Months Ended			
	December 29, 2018		December 30, 2017	
Beef	\$	305	\$	256
Pork		95		151
Chicken		160		272
Prepared Foods		265		256
Other		(18)		(13)
Total	\$	807	\$	922

Beef Segment Results

in millions	Three Months Ended				
	December 29, 2018		December 30, 2017		Change
Sales	\$	3,926	\$	3,886	
Sales volume change					(0.9)%
Average sales price change					1.9 %
Operating income	\$	305	\$	256	\$ 49
Operating margin		7.8%		6.6%	

First quarter – Fiscal 2019 vs Fiscal 2018

- **Sales Volume** – Sales volume decreased due to a reduction in live cattle processed.
- **Average Sales Price** – Average sales price increased as exports and demand for our beef products remained strong.

- **Operating Income** – Operating income increased as we continued to maximize our revenues relative to live fed cattle costs, partially offset by increased operating and labor costs.

Pork Segment Results

in millions	Three Months Ended		
	December 29, 2018	December 30, 2017	Change
Sales	\$ 1,179	\$ 1,283	\$ (104)
Sales volume change			(3.6)%
Average sales price change			(4.6)%
Operating income	\$ 95	\$ 151	\$ (56)
Operating margin	8.1%	11.8%	

First quarter – Fiscal 2019 vs Fiscal 2018

- **Sales Volume** – Sales volume decreased as a result of balancing our supply with customer demand during a period of margin compression.
- **Average Sales Price** – The average sales price decrease was associated with lower livestock costs.
- **Operating Income** – Operating income was strong, but lower than prior year results due to periods of compressed pork margins caused by excess domestic availability of pork and higher operating and labor costs.

Chicken Segment Results

in millions	Three Months Ended		
	December 29, 2018	December 30, 2017	Change
Sales	\$ 3,115	\$ 2,997	\$ 118
Sales volume change			17.0%
Average sales price change			(13.1)%
Operating income	\$ 160	\$ 272	\$ (112)
Operating margin	5.1%	9.1%	

First quarter – Fiscal 2019 vs Fiscal 2018

- **Sales Volume** – Sales volume increased primarily due to incremental volume from business acquisitions.
- **Average Sales Price** – Average sales price decreased due to sales mix primarily associated with the acquisition of a poultry rendering and blending business in the fourth quarter of fiscal 2018.
- **Operating Income** – Operating income decreased due to increased operating and labor costs, in addition to higher feed ingredient costs and current market conditions.

Prepared Foods Segment Results

in millions	Three Months Ended		
	December 29, 2018	December 30, 2017	Change
Sales	\$ 2,149	\$ 2,292	\$ (143)
Sales volume change			(12.9)%
Average sales price change			6.7%
Operating income	\$ 265	\$ 256	\$ 9
Operating margin	12.3%	11.2%	

First quarter – Fiscal 2019 vs Fiscal 2018

- **Sales Volume** – Sales volume decreased primarily from business divestitures. Excluding the impact of the business divestitures, sales volumes increased slightly.
- **Average Sales Price** – Average sales price increased due to product mix which was positively impacted by business divestitures.
- **Operating Income** – Operating income increased due to strong demand for our products and improved product mix, partially offset by increased operating and labor costs.

Other Results

in millions	Three Months Ended		
	December 29, 2018	December 30, 2017	Change
Sales	\$ 143	\$ 88	\$ 55
Operating loss	\$ (18)	\$ (13)	\$ (5)

First quarter – Fiscal 2019 vs Fiscal 2018

- **Sales** – Sales increased in the first quarter of fiscal 2019 primarily from the Keystone Foods acquisition, partially offset from declines in our other foreign chicken production operations.
- **Operating Loss** – Operating loss increased in the first quarter of fiscal 2019 primarily from 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, the payment of dividends 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 29, 2018	December 30, 2017
Net income	\$ 552	\$ 1,632
Non-cash items in net income:		
Depreciation and amortization	250	229
Deferred income taxes	18	(967)
Other, net	64	29
Net changes in operating assets and liabilities	(16)	203
Net cash provided by operating activities	\$ 868	\$ 1,126

- 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.
- Other, net for the three months ended December 29, 2018, primarily included pension settlement costs of \$19 million and deferred compensation unrealized losses of \$20 million.
- Cash flows associated with net changes in operating assets and liabilities for the three months ended:
 - December 29, 2018 – Decreased primarily due to increased accounts receivable and decreased accrued employee costs and other current assets and liabilities, offset by increased income taxes payable and accounts payable. The changes in these balances are largely due to the timing of sales and payments.
 - 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.

Cash Flows from Investing Activities

in millions	Three Months Ended	
	December 29, 2018	December 30, 2017
Additions to property, plant and equipment	\$ (318)	\$ (296)
(Purchases of)/Proceeds from marketable securities, net	—	(3)
Acquisitions, net of cash acquired	(2,141)	(226)
Proceeds from sale of business	—	125
Other, net	10	(22)
Net cash used for investing activities	\$ (2,449)	\$ (422)

- 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 2019 to approximate \$1.4 billion to \$1.5 billion.
- Acquisitions, net of cash acquired, related to acquiring Keystone Foods in the first quarter of fiscal 2019 and Original Philly in the first quarter of fiscal 2018. For further description refer to Part I, Item I, 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 I, Notes to the Consolidated Condensed Financial Statements, Note 2: Acquisitions and Dispositions.

Cash Flows from Financing Activities

in millions	Three Months Ended	
	December 29, 2018	December 30, 2017
Payments on debt	\$ (12)	\$ (429)
Proceeds from issuance of debt	1,807	—
Borrowings on revolving credit facility	—	655
Payments on revolving credit facility	—	(650)
Proceeds from issuance of commercial paper	5,538	5,728
Repayments of commercial paper	(5,406)	(5,824)
Purchases of Tyson Class A common stock	(83)	(164)
Dividends	(134)	(108)
Stock options exercised	3	63
Other, net	(2)	—
Net cash used for financing activities	\$ 1,711	\$ (729)

- During the three months of fiscal 2019, we had proceeds of \$1,807 million from issuance of debt, which primarily included proceeds from the issuance of a 364-day term loan for the initial financing of the Keystone Foods acquisition. On February 6, 2019, the Company announced it had reached a definitive agreement to acquire the Thai and European operations of BRF S.A. for \$340 million in cash, subject to certain adjustments, with closing expected before the end of our fiscal third quarter 2019. Permanent financing of these acquisitions are expected to include issuance of senior notes.
- 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. Additionally, we had net borrowings on our revolver of \$5 million. We utilized our revolving credit facility for general corporate purposes.
- During the three months of fiscal 2019 and 2018, we had net issuances of \$132 million and net repayments of \$96 million, respectively, in unsecured short-term promissory notes (commercial paper) pursuant to our commercial paper program.
- Purchases of Tyson Class A stock included:
 - \$50 million and \$120 million of shares repurchased pursuant to our share repurchase program during the three months ended December 29, 2018, and December 30, 2017, respectively.
 - \$33 million and \$44 million of shares repurchased to fund certain obligations under our equity compensation programs during the three months ended December 29, 2018, and December 30, 2017, respectively.
- Dividends paid during the three months of fiscal 2019 included a 25% increase to our fiscal 2018 quarterly dividend rate.

Liquidity

in millions

	Commitments Expiration Date	Facility Amount	Outstanding Letters of Credit (no draw downs)	Amount Borrowed	Amount Available at December 29, 2018
Cash and cash equivalents				\$	400
Short-term investments					1
Revolving credit facility	March 2023	\$ 1,750	\$ —	\$ —	1,750
Commercial paper					(737)
Total liquidity				\$	1,414

- Liquidity includes cash and cash equivalents, short-term investments, and availability under our revolving credit facility, less outstanding commercial paper balance.
- At December 29, 2018, we had current debt of \$3,917 million, which we intend to repay with cash generated from our operating activities and other liquidity sources including issuance of senior notes as permanent financing of the Keystone Foods acquisition.
- The revolving credit facility supports our short-term funding needs and also serves to backstop our commercial paper program. We had no borrowings under the revolving credit facility at December 29, 2018.
- We expect net interest expense to approximate \$450 million for fiscal 2019.
- At December 29, 2018, approximately \$383 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. We intend to repatriate excess cash (net of applicable withholding taxes) not subject to regulatory requirements and to indefinitely reinvest outside of the United States the remainder of cash held by foreign subsidiaries. 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 0.85 to 1 and 1.13 to 1 at December 29, 2018, and September 29, 2018, respectively. The decrease in fiscal 2019 is primarily due to the increased balance of current debt.

Capital ResourcesCredit 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 \$1.75 billion, to provide additional liquidity for working capital needs and to backstop our commercial paper program.

At December 29, 2018, amounts available for borrowing under this facility totaled \$1.75 billion, before deducting amounts to backstop our commercial paper program. Our revolving credit facility is funded by a syndicate of 39 banks, with commitments ranging from \$0.3 million to \$123 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 \$1 billion. The maturities of the notes may vary, but may not exceed 397 days from the date of issuance. As of December 29, 2018, \$737 million was outstanding under this program with maturities of less than 15 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 29, 2018, and September 29, 2018, the ratio of our net debt to EBITDA was 3.0x and 2.4x, respectively. Refer to Part I, Item 3, EBITDA Reconciliations, for an explanation and reconciliation to comparable GAAP measures.

Credit Ratings**364-Day Term Loan due November 2019**

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

Ratings Level (S&P/Moody's/Fitch)	Borrowing Spread- through 179 days after Borrowing Date
A-/A3/A- or higher	0.875%
BBB+/Baa1/BBB+	1.000%
BBB/Baa2/BBB (current level)	1.125%
BBB-/Baa3/BBB-	1.375%
BB+/Ba1/BB+	1.625%

Revolving Credit Facility

S&P's applicable rating is "BBB", Moody's applicable rating is "Baa2", and Fitch's applicable rating 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) that corresponds to the applicable ratings levels from S&P, Moody's and Fitch.

Ratings Level (S&P/Moody's/Fitch)	Facility Fee Rate	All-in Borrowing Spread
A-/A3/A- or above	0.090%	1.000%
BBB+/Baa1/BBB+	0.100%	1.125%
BBB/Baa2/BBB (current level)	0.125%	1.250%
BBB-/Baa3/BBB-	0.175%	1.375%
BB+/Ba1/BB+ or lower	0.225%	1.625%

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 facility and term loan 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 29, 2018 .

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 29, 2018 . Refer to Part I, Item 1, Notes to Consolidated Condensed Financial Statements, Note 1: Accounting Policies, for updates to our significant accounting policies during the three months ended December 29, 2018.

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 2019, 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 processed 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 acquisitions; (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; (xxviii) risks associated with our failure to integrate Keystone Foods’ operations or to realize the targeted cost savings, revenues and other benefits of the acquisition; and (xxix) 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 29, 2018.

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. Changes in market value of derivatives used in our risk management activities related to interest rates are recorded in interest expense.

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 29, 2018, and September 29, 2018, 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 29, 2018	September 29, 2018
Livestock:		
Live Cattle	\$ 29	\$ 12
Lean Hogs	9	4
Grain:		
Corn	27	26
Soy Meal	33	26

Interest Rate Risk: At December 29, 2018, we had variable rate debt of \$3,652 million with a weighted average interest rate of 3.3%. A hypothetical 10% increase in interest rates effective at December 29, 2018, and September 29, 2018, would not have a significant effect on interest expense.

Additionally, changes in interest rates impact the fair value of our fixed-rate debt. At December 29, 2018, we had fixed-rate debt of \$8,340 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 \$156 million at December 29, 2018, and \$207 million at September 29, 2018. The fair values of our debt were estimated based on quoted market prices and/or published interest rates.

In the first quarter of fiscal 2019, as part of our risk management activities to hedge our exposure to changes in interest rates, we executed derivative financial instruments in the form of treasury interest rate locks adding to our existing interest rate hedge portfolio. At December 29, 2018, the total notional amount of treasury interest rate locks was \$1,200 million and the interest rate swaps notional outstanding was \$400 million. A hypothetical 10% decrease in interest rates would have a \$56 million and \$3 million effect on interest payable under our treasury interest rate locks and interest rate swaps, respectively.

We are subject to 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 29, 2018, 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 Australian dollar, the Brazilian real, the British pound sterling, the Canadian dollar, the Chinese renminbi, the European euro, the Malaysian ringgit, the Mexican peso, and the Thai baht. 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 related to the foreign exchange forward and option contracts would have had a \$26 million and \$9 million impact on pretax income at December 29, 2018, and September 29, 2018 respectively.

Concentration of Credit Risk: Refer to our market risk disclosures set forth in our 2018 Annual Report filed on Form 10-K for the year ended September 29, 2018, for a detailed discussion of quantitative and qualitative disclosures about concentration of credit risks, as these risk disclosures have not changed significantly from the 2018 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 29, 2018	December 30, 2017	September 29, 2018	December 29, 2018
Net income	\$ 552	\$ 1,632	\$ 3,027	\$ 1,947
Less: Interest income	(2)	(2)	(7)	(7)
Add: Interest expense	99	88	350	361
Add: Income tax (benefit) expense	161	(790)	(282)	669
Add: Depreciation	184	175	723	732
Add: Amortization (a)	63	51	210	222
EBITDA	\$ 1,057	\$ 1,154	\$ 4,021	\$ 3,924

Total gross debt	\$ 9,873	\$ 11,992
Less: Cash and cash equivalents	(270)	(400)
Less: Short-term investments	(1)	(1)
Total net debt	\$ 9,602	\$ 11,591

Ratio Calculations:

Gross debt/EBITDA	2.5x	3.1x
Net debt/EBITDA	2.4x	3.0x

- (a) Excludes the amortization of debt issuance and debt discount expense of \$3 million for the three months ended December 29, 2018, and December 30, 2017, and \$10 million for the fiscal year ended September 29, 2018, and for the twelve months ended December 29, 2018, 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 29, 2018, our disclosure controls and procedures were effective.

On November 30, 2018, the Company completed the acquisition of Keystone Foods. 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 Keystone Foods 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 Keystone Foods 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 November 30, 2018 Tyson Foods, Inc. completed the acquisition of Keystone Foods from Marfrig. At the time of closing, Keystone Foods subsidiary McKey Korea, LLC (“McKey Korea”) and three of its managers were under criminal indictment and being prosecuted in the Seoul Central District Court for The Republic of Korea. That prosecution stems from alleged violations of the Livestock Products Sanitary Control Act with respect to the method of testing for Enterohemorrhagic E. Coli employed by McKey Korea for beef patties produced in 2016 and 2017 at McKey’s Sejong City facility. The indictment also includes charges alleging the unlawful refreezing of thawed product for storage. All defendants have pled not guilty and deny all allegations. The trial is expected to conclude in early 2020. McKey Korea faces a potential criminal fine of \$100,000. We have certain indemnification rights against Marfrig related to this matter.

The Environmental Protection Bureau (“EPB”) over our Tyson Nantong poultry complex in Jiangsu Province, China, alleges that we failed to complete certain environmental protection examinations and obtain approval of an environmental impact assessment. The EPB estimates we owe approximately 2.25 million yuan (approximately U.S. \$327,000) in penalties. We are cooperating with the EPB and are awaiting its final determination.

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 us and certain of our 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 27, 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 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 29, 2018, we had approximately 121,000 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 29, 2018. 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⁾
Sept. 30, 2018 to Oct. 27, 2018	41,204	\$ 60.79	—	22,946,173
Oct. 28, 2018 to Dec. 1, 2018	486,764	60.15	—	22,946,173
Dec. 2, 2018 to Dec. 29, 2018	919,984	55.83	895,338	22,050,835
Total	1,447,952 ⁽²⁾	\$ 57.42	895,338 ⁽³⁾	22,050,835

(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 552,614 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 86,421 shares purchased in open market transactions and 466,193 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	364-Day Term Loan Agreement, dated as of November 29, 2018, among the Company, the lenders party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent. (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on November 30, 2018, Commission File No. 001-14704, and incorporated herein by reference).
10.2	* Amended and Restated Employment Agreement dated as of October 4, 2018, entered into between the Company and Noel White (previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed October 5, 2018, Commission File No. 001-14704, and incorporated herein by reference).
10.3	* Executive Severance Plan effective October 15, 2018 (previously filed as Exhibit 10.65 to the Company's Annual Report on Form 10-K for the fiscal year ended September 29, 2018, Commission File No. 001-14704, and incorporated herein by reference).
10.4	* Form of Performance Shares - Operating Income - Stock Incentive Award Agreement pursuant to which performance shares are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.5	* Form of Performance Shares - Operating Income (5+1) - Stock Incentive Award Agreement pursuant to which performance shares are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.6	* Form of Restricted Stock Subject to Performance Criteria - Stock Incentive Award Agreement pursuant to which restricted stock awards are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.7	* Form of Restricted Stock Subject to Performance Criteria (5+1) - Stock Incentive Award Agreement pursuant to which restricted stock awards are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.8	* Form of Stock Options (Contracted) - Stock Incentive Award Agreement pursuant to which stock option awards are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.9	* Form of Stock Options (5+1) - Stock Incentive Award Agreement pursuant to which stock option awards are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.10	* Form of Stock Options (Director/Non-Contract) - Stock Incentive Award Agreement pursuant to which stock option awards are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.11	* Form of Restricted Stock (Contracted) - Stock Incentive Award Agreement 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 (Director/Non-contract) - Stock Incentive Award Agreement pursuant to which restricted share awards are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.13	* Form of Restricted Stock (5+1) - Stock Incentive Award Agreement pursuant to which restricted stock awards are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.14	* Form of Performance Shares - Total Shareholder Return - Stock Incentive Award Agreement pursuant to which performance shares are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.15	* Form of Performance Shares - Total Shareholder Return (5+1) - Stock Incentive Award Agreement pursuant to which performance shares are granted under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.16	* Form of Stock Appreciation Rights Award Agreement pursuant to which stock appreciation rights are awarded under the Tyson Foods, Inc. 2000 Stock Incentive Plan effective November 17, 2017.
10.17	* Release Agreement, dated December 1, 2018, by and between the Company and Thomas P. Hayes.
10.18	* Offer Letter between Tyson Foods, Inc. and Chad Martin
10.19	* Offer Letter between Tyson Foods, Inc. and Donnie King
31.1	Certification of Chief Executive Officer pursuant to SEC Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to SEC Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

- 32.2 [Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- 101 The following financial information from our Quarterly Report on Form 10-Q for the quarter ended December 29, 2018, formatted in iXBRL (inline 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 Shareholders' Equity, (v) Consolidated Condensed Statements of Cash Flows, and (vi) 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 7, 2019

/s/ Stewart Glendinning

Stewart Glendinning

Executive Vice President and Chief Financial Officer

Date: February 7, 2019

/s/ Steve Gibbs

Steve Gibbs

Senior Vice President, Controller and Chief Accounting Officer

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

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

Team Member: Participant Name
Personnel Number: Employee ID
Award: Quantity Granted Performance Shares
Grant Date: November 19, 2018
Initial Measurement Date: September 30, 2018
Final Measurement Date: October 2, 2021
Vesting Date: November 29, 2021

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

1. **Terms and Conditions.** The Award of Performance Shares (as set forth on the cover page of this Award Agreement) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan or any successors thereto, as such plan or its successors may be amended and restated from time to time (the “Plan”). Unless otherwise defined herein, all capitalized terms in this 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.** For purposes of this Award Agreement, the following terms shall have the meanings as set forth below:
 - 2.1. “Award” means the unfunded promise to deliver to you all or a portion of the Performance Shares (or, if applicable, substitute consideration) upon meeting the applicable vesting and performance measures set forth in this Award Agreement.
 - 2.2. "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”).
 - 2.3. “Change in Control” shall have the meaning ascribed to it in the Plan but 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 Tyson 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; provided such event also constitutes a “change in the ownership of a corporation” or a “change in the effective control of a corporation” within the meaning of Code Section 409A.
 - 2.4. "Final Measurement Date" shall mean the date identified as such on the cover page of this Award Agreement.
 - 2.5. “Grant Date” shall mean the date identified as such on the cover page of this Award Agreement.
 - 2.6. "Initial Measurement Date" shall mean the date identified as such on the cover page of this Award Agreement.
 - 2.7. "Measurement Period" shall mean the three-fiscal year period from the Initial Measurement Date to the Final Measurement Date.
 - 2.8. “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 and other extraordinary items, in the reasonable discretion of the Compensation and Leadership Development Committee.

- 2.9. "Operating Income Goal" for the Measurement Period shall be a cumulative Operating Income of **\$9,986,000,000.00**
- 2.10. "Performance Shares" shall mean the shares of Tyson's Class A common stock (or, in the event of a Change in Control, the capital stock of the successor entity into which Tyson Class A common stock was converted) subject to this Award Agreement.
- 2.11. "Retirement" shall mean your voluntary Termination of Employment from Tyson and/or its affiliates on or after the date you attain age 62.
- 2.12. "Termination of Employment" shall have the meaning ascribed to the term "Separation from Service" in the Plan but, in the event of a Change in Control, any successor and its affiliates shall replace Tyson and its affiliates in interpreting the meaning of a Termination of Employment.
- 2.13. "Tyson" shall mean Tyson Foods, Inc. or any successor thereto.
- 2.14. "Vesting Date" shall mean the date identified as such on the cover page of this Award Agreement.
- 2.15. "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 measures set forth in Section 4 shall be considered as fully earned by you, subject to the further provisions of this Section 3. Notwithstanding any other provision of this Award Agreement to the contrary, any Award will be forfeited back to Tyson in the event of: (i) your Termination of Employment before the Vesting Date, except as otherwise provided in Sections 3.2 through 3.4, or (ii) the failure to satisfy any of the performance measures provided in Section 4.
- 3.2. **Death, Disability or Retirement.** In the event your Termination of Employment is due to death, Disability or Retirement before the Vesting Date, you will be entitled to a pro rata portion of the Award if the applicable performance measures set forth in Section 4 are satisfied. The pro rata portion of the Award shall be determined by multiplying the amount of the Award that you would have received had you remained employed until the Vesting Date by a fraction, the numerator of which is number of days during which you remained employed by Tyson and/or its affiliates from the Grant Date and the denominator of which is the total number of days in the Vesting Period. Notwithstanding the foregoing, if there is a Change in Control prior to the Final Measurement Date, payment of the Award will be based on performance at the level determined in accordance with the provisions of Section 3.4.
- 3.3. **Termination by Tyson without Cause or by you for Good Reason.** In the event of your Termination of Employment by Tyson other than for Cause or by you for Good Reason before the Vesting Date, you will become entitled to a pro rata portion of the Award if the applicable performance measures set forth in Section 4 are satisfied contingent upon your timely execution and non-revocation of a Release. The pro rata portion of the Award shall be determined by multiplying the amount of the Award that you would have received had you remained employed until the Vesting Date by a fraction, the numerator of which is number of days during which you remained employed by Tyson and/or its affiliates from the Grant Date and the denominator of which is the total number of days in the Vesting Period. Notwithstanding the foregoing, if there is a Change in Control prior to the Final

Measurement Date, payment of the Award will be based on performance at the level determined in accordance with the provisions of Section 3.4.

- 3.4. **Change in Control.** Following a Change in Control that occurs during the Measurement Period, the requirement that you not experience a Termination of Employment prior to the Vesting Date will be excused upon the occurrence of either of the following events, provided such event occurs no later than twenty-four (24) months following the Change in Control (but prior to the last day of the Measurement Period): (i) you experience a Termination of Employment by Tyson without Cause or (ii) you resign from your employment on account of Good Reason. If vested, you will be entitled to payment of the Award pursuant to this Section 3.4 based on whichever of the following produces the greater result: (x) the target level of performance set forth in Section 4(iii), or (y) the actual level of performance determined as of the effective date of the Change in Control, with such actual level measured against the performance benchmarks set forth in Section 4 as adjusted on a pro-rata basis to reflect the period of time elapsed between the Initial Measurement Date and the effective date of the Change in Control (with such proration consideration being for the determination of actual results only, as the Award itself will not be prorated in the event payment is commenced under this Section 3.4).
4. **Performance Measures.** The extent, if any, to which you shall have the right to payment of the Award shall depend upon your satisfying one of the continuous employment conditions set forth in Section 3 and the extent to which the applicable performance measure has been satisfied as of the Final Measurement Date, as specified below:

The Award shall have the following performance measures during the Measurement Period:

- (i) If Operating Income for a Measurement Period is less than eighty percent (80%) of the Operating Income Goal there shall be no payment of Performance Shares to you;
- (ii) 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;
- (iii) 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
- (iv) If Operating Income for a Measurement Period is equal to or greater than 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 (ii) to (iv) 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 (ii) and the number specified in clause (iii) 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 (iii) and the number specified in clause (iv) above.

Notwithstanding the foregoing, if there is a Change in Control prior to the Final Measurement Date, payment of the Award will be based on performance at the level determined in accordance with the provisions of Section 3.4.

5. **Payment of Award.** The Performance Shares that may become payable pursuant to this Award Agreement shall be based upon the highest performance determined in accordance with the provisions of Section 4 or, in the event of a Change in Control prior to the Final Measurement Date, based on performance at the level determined in accordance with the provisions of Section 3.4. In other words, the attainment of multiple performance measures under this Award Agreement will not result in the payment of a cumulative number of Performance Shares for each performance measure achieved. Payment of the Award, to the extent earned, shall be made as follows:
 - 5.1 **Prior to a Change in Control.** If the Final Measurement Date occurs prior to a Change in Control, the Award will be settled in shares of Tyson Class A common stock no later than seventy (70) days after the Final Measurement Date.
 - 5.2 **On and After a Change in Control.** If a Change in Control occurs on or prior to the Final Measurement Date, payment of the Award, to the extent earned, will be made no later than seventy (70) days after the later of the effective date of the Change in Control or your Termination of Employment. If Tyson Foods, Inc. is the surviving entity, the Award will be settled in shares of Tyson Class A common stock. If Tyson Foods, Inc. is not the surviving entity, the Award will be settled either (i) in the number and class of shares of capital stock of the successor entity into which each outstanding share of Tyson Class A common stock has been converted pursuant to such Change in Control, unless the Committee determines in its sole discretion to settle the Award in cash; or (ii) if shareholders of Tyson Foods, Inc. receive consideration other than in shares of capital stock of the successor entity, such other consideration received by shareholders of Tyson Foods, Inc. or in cash, as the Committee may determine in its sole discretion.

Notwithstanding any provision in the Award to the contrary, to the extent necessary to avoid the imposition of tax under Code Section 409A, any payment otherwise payable to you upon your Termination of Employment will be suspended and paid as soon as practicable following the end of the six-month period following such effective date of your Termination of Employment if you are then determined to be a “specified employee” (within the meaning of Code Section 409A(a)(2)(B)(i)) of Tyson (or any related “service recipient” within the meaning of Code Section 409A). Any payment suspended by operation of the foregoing sentence will be paid in a lump sum within thirty (30) days following the end of such six-month period.

6. **Withholding Taxes.** By accepting the Award, you acknowledge and agree that you are responsible for all applicable income and other taxes, as well as any social insurance contributions and other deductions or withholdings required by applicable law, 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. **Clawback.** Notwithstanding any other provision of this Award Agreement to the contrary, by executing this Award Agreement and accepting the Award, you agree and consent to the application and enforcement of any clawback policy that may be implemented by Tyson (whether in existence as of the Grant Date or later adopted, and as such policy may be amended from time to time) that may apply to you, any shares issued pursuant to this Award and/or any amount received with respect to any sale of any such shares, and you

expressly agree that Tyson may take such actions as are necessary to effectuate the enforcement of such policy without your further consent or action. To the extent that the terms of this Award and any such policy conflict, then the terms of such policy shall prevail.

8. **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.
9. **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.
10. **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 or inconsistency between the terms of this Award Agreement and the terms applicable to stock incentive awards set forth in any employment agreement, offer letter, or other agreement or arrangement that you have entered into with Tyson and/or its affiliates, the former will always control. 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.
11. **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.
12. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
13. **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.
14. **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 of any type 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.
15. **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.
16. **Reduction to Maximize After-Tax Benefits.** Notwithstanding anything contained in this Award Agreement to the contrary, if the total payments to be paid to you under this Award, 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, in its sole discretion. 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.

17. **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.
18. **Successors and Assigns.** This Award Agreement shall inure to the benefit of and be binding upon each successor and assign of Tyson. To the extent applicable, references to Tyson herein shall be deemed to include a reference any such successor. All obligations imposed upon you, and all rights granted to Tyson hereunder, shall be binding upon your heirs, successors and administrators.
19. **Section 409A.** It is the intent of Tyson that any payment pursuant to the Award be exempt from Code Section 409A, to the maximum extent permitted. However, if any such payment is considered to be “nonqualified deferred compensation” subject to Code Section 409A, such payment will be paid and provided in a manner, and at such time and form, as complies with the applicable requirements of Code Section 409A to avoid the unfavorable tax consequences provided therein for non-compliance. To the extent that some portion of any payment under this Award may be bifurcated and treated as exempt from Code Section 409A under the “short-term deferral” or “separation pay” exemptions, then such amounts may be so treated as exempt.

* * *

TYSON FOODS, INC.

By: /s/ Mary Oleksiuk

Title: EVP, Chief Human Resources Officer

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

**STOCK INCENTIVE AWARD AGREEMENT
PERFORMANCE SHARES – OPERATING INCOME (5+1)**

Team Member: Participant Name
Personnel Number: Employee ID
Award: Quantity Granted Performance Shares
Grant Date: November 19, 2018
Initial Measurement Date: September 30, 2018
Final Measurement Date: October 2, 2021
Vesting Date: November 29, 2021

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

1. **Terms and Conditions.** The Award of Performance Shares (as set forth on the cover page of this Award Agreement) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan or any successors thereto, as such plan or its successors may be amended and restated from time to time (the “Plan”). Unless otherwise defined herein, all capitalized terms in this 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.** For purposes of this Award Agreement, the following terms shall have the meanings as set forth below:
 - 2.1. “Award” means the unfunded promise to deliver to you all or a portion of the Performance Shares (or, if applicable, substitute consideration) upon meeting the applicable vesting and performance measures set forth in this Award Agreement.
 - 2.2. “Cause” is defined as a Termination of Employment as a result of the occurrence of one or more of the following events:
 - (a) Job-related misconduct or non-performance of duties;
 - (b) Violation of the policies of Tyson (including a violation of the Code of Conduct);
 - (c) Any willful and wrongful conduct or omission by you that injures Tyson;
 - (d) Any act by you of intentional misrepresentation or embezzlement, misappropriation or conversion of assets of Tyson;
 - (e) 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, serious crime, job-related misdemeanor, or similar offense; or
 - (f) Your intentional or willful violation of any restrictive covenant or 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 failure to terminate you as a result of such event, be construed as a consent to the occurrence of that event or 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.

- 2.3. “Change in Control” shall have the meaning ascribed to it in the Plan but 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 Tyson 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; provided such event also constitutes

a “change in the ownership of a corporation” or a “change in the effective control of a corporation” within the meaning of Code Section 409A.

- 2.4. “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 your behalf 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, or any successors thereto, and any regulations or rulings issued thereunder. In the event of a dispute, the determination of Disability will be made by the Committee (as defined in the Plan) and will be supported by the advice of a physician competent in the area to which such Disability relates.
- 2.5. "Final Measurement Date" shall mean the date identified as such on the cover page of this Award Agreement.
- 2.6. “Good Reason” is defined as the occurrence of any one or more of the following actions or events without your written consent; provided that you may not rely on any particular action or event as a basis for terminating your employment for Good Reason unless you deliver a Notice of Good Reason based on that action or event within thirty (30) days of its initial occurrence and Tyson has failed to correct the circumstances cited by you as constituting Good Reason within thirty (30) days of such Notice of Good Reason and you resign within thirty (30) days following such failure:
 - (a) A material diminution in authority, duties or responsibilities (not merely a change in job title alone);
 - (b) Greater than a fifteen (15%) decrease in the total of your then-current (i) base salary, (ii) target annual cash award opportunity under the Tyson Foods, Inc. Annual Incentive Plan, or any successors thereto, as such plan or its successors may be amended or restated from time to time, as determined by Tyson in its sole discretion, and (iii) target grant date value of the annual long-term incentive award under the Plan, as determined by Tyson in its sole discretion;
 - (c) Transfer of your primary employment location beyond fifty (50) miles; or
 - (d) The failure by Tyson to obtain a satisfactory agreement from any successor to assume and agree to perform the obligations under this Award Agreement for at least twenty-four (24) months following a Change in Control.
- 2.7. “Grant Date” shall mean the date identified as such on the cover page of this Award Agreement.
- 2.8. "Initial Measurement Date" shall mean the date identified as such on the cover page of this Award Agreement.
- 2.9. "Measurement Period" shall mean the three-fiscal year period from the Initial Measurement Date to the Final Measurement Date.
- 2.10. “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 and other extraordinary items, in the reasonable discretion of the Compensation and Leadership Development Committee.

- 2.11. “Operating Income Goal” for the Measurement Period shall be a cumulative Operating Income of \$9,986,000,000.00.
- 2.12. “Performance Shares” shall mean the shares of Tyson's Class A common stock (or, in the event of a Change in Control, the capital stock of the successor entity into which Tyson Class A common stock was converted) subject to this Award Agreement.
- 2.13. “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 and its subsidiaries, affiliates and related parties (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.
- 2.14. “Termination of Employment” shall have the meaning ascribed to the term “Separation from Service” in the Plan but, in the event of a Change in Control, any successor and its affiliates shall replace Tyson and its affiliates in interpreting the meaning of a Termination of Employment.
- 2.15. “Tyson” shall mean Tyson Foods, Inc. or any successor thereto.
- 2.16. “Vesting Date” shall mean the date identified as such on the cover page of this Award Agreement.
- 2.17. “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 measures set forth in Section 4 shall be considered as fully earned by you, subject to the further provisions of this Section 3. Notwithstanding any other provision of this Award Agreement to the contrary, any Award will be forfeited back to Tyson in the event of: (i) your Termination of Employment before the Vesting Date, except as otherwise provided in Sections 3.2 through 3.4, or (ii) the failure to satisfy any of the performance measures provided in Section 4.
- 3.2. **Death or Disability.** In the event your Termination of Employment is due to death or Disability before the Vesting Date, you will be entitled to a pro rata portion of the Award if the applicable performance measures set forth in Section 4 are satisfied. The pro rata portion of the Award shall be determined by multiplying the amount of the Award that you would have received had you remained employed until the Vesting Date by a fraction, the numerator of which is number of days during which you remained employed by Tyson and/or its affiliates from the Grant Date and the denominator of which is the total number of days in the Vesting Period. Notwithstanding the foregoing, if there is a Change in Control prior to the Final Measurement Date, payment of the Award will be based on performance at the level determined in accordance with the provisions of Section 3.4.
- 3.3. **Termination by Tyson without Cause or by you for Good Reason; Voluntary Termination by you under the “5+1” Officer Separation Program.** In the event of your Termination of Employment by Tyson other than for Cause or by you for Good Reason or through participation in the Officer Separation Program component of the Executive Severance Plan of Tyson Foods, Inc. before the Vesting Date, you will become entitled to a pro rata portion of the Award if the applicable

performance measures set forth in Section 4 are satisfied contingent upon your timely execution and non-revocation of a Release. The pro rata portion of the Award shall be determined by multiplying the amount of the Award that you would have received had you remained employed until the Vesting Date by a fraction, the numerator of which is number of days during which you remained employed by Tyson and/or its affiliates from the Grant Date and the denominator of which is the total number of days in the Vesting Period. Notwithstanding the foregoing, if there is a Change in Control prior to the Final Measurement Date, payment of the Award will be based on performance at the level determined in accordance with the provisions of Section 3.4.

- 3.4. **Change in Control.** Following a Change in Control that occurs during the Measurement Period, the requirement that you not experience a Termination of Employment prior to the Vesting Date will be excused upon the occurrence of either of the following events, provided such event occurs no later than twenty-four (24) months following the Change in Control (but prior to the last day of the Measurement Period): (i) you experience a Termination of Employment by Tyson without Cause or (ii) you resign from your employment on account of Good Reason. If vested, you will be entitled to payment of the Award pursuant to this Section 3.4 based on whichever of the following produces the greater result: (x) the target level of performance set forth in Section 4(iii), or (y) the actual level of performance determined as of the effective date of the Change in Control, with such actual level measured against the performance benchmarks set forth in Section 4 as adjusted on a pro-rata basis to reflect the period of time elapsed between the Initial Measurement Date and the effective date of the Change in Control (with such proration consideration being for the determination of actual results only, as the Award itself will not be prorated in the event payment is commenced under this Section 3.4).
4. **Performance Measures.** The extent, if any, to which you shall have the right to payment of the Award shall depend upon your satisfying one of the continuous employment conditions set forth in Section 3 and the extent to which the applicable performance measure has been satisfied as of the Final Measurement Date, as specified below:

The Award shall have the following performance measures during the Measurement Period:

- (i) If Operating Income for a Measurement Period is less than eighty percent (80%) of the Operating Income Goal there shall be no payment of Performance Shares to you;
- (ii) 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;
- (iii) 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
- (iv) If Operating Income for a Measurement Period is equal to or greater than 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 (ii) to (iv) 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 (ii) and the number specified in clause (iii) 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 (iii) and the number specified in clause (iv) above.

Notwithstanding the foregoing, if there is a Change in Control prior to the Final Measurement Date, payment of the Award will be based on performance at the level determined in accordance with the provisions of Section 3.4.

5. **Payment of Award.** The Performance Shares that may become payable pursuant to this Award Agreement shall be based upon the highest performance determined in accordance with the provisions of Section 4 or, in the event of a Change in Control prior to the Final Measurement Date, based on performance at the level determined in accordance with the provisions of Section 3.4. In other words, the attainment of multiple performance measures under this Award Agreement will not result in the payment of a cumulative number of Performance Shares for each performance measure achieved. Payment of the Award, to the extent earned, shall be made as follows:

5.1 **Prior to a Change in Control.** If the Final Measurement Date occurs prior to a Change in Control, the Award will be settled in shares of Tyson Class A common stock no later than seventy (70) days after the Final Measurement Date.

5.2 **On and After a Change in Control.** If a Change in Control occurs on or prior to the Final Measurement Date, payment of the Award, to the extent earned, will be made no later than seventy (70) days after the later of the effective date of the Change in Control or your Termination of Employment. If Tyson Foods, Inc. is the surviving entity, the Award will be settled in shares of Tyson Class A common stock. If Tyson Foods, Inc. is not the surviving entity, the Award will be settled either (i) in the number and class of shares of capital stock of the successor entity into which each outstanding share of Tyson Class A common stock has been converted pursuant to such Change in Control, unless the Committee determines in its sole discretion to settle the Award in cash; or (ii) if shareholders of Tyson Foods, Inc. receive consideration other than in shares of capital stock of the successor entity, such other consideration received by shareholders of Tyson Foods, Inc. or in cash, as the Committee may determine in its sole discretion.

Notwithstanding any provision in the Award to the contrary, to the extent necessary to avoid the imposition of tax under Code Section 409A, any payment otherwise payable to you upon your Termination of Employment will be suspended and paid as soon as practicable following the end of the six-month period following such effective date of your Termination of Employment if you are then determined to be a “specified employee” (within the meaning of Code Section 409A(a)(2)(B)(i)) of Tyson (or any related “service recipient” within the meaning of Code Section 409A). Any payment suspended by operation of the foregoing sentence will be paid in a lump sum within thirty (30) days following the end of such six-month period.

6. **Withholding Taxes.** By accepting the Award, you acknowledge and agree that you are responsible for all applicable income and other taxes, as well as any social insurance contributions and other deductions or withholdings required by applicable law, 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. **Clawback.** Notwithstanding any other provision of this Award Agreement to the contrary, by executing this Award Agreement and accepting the Award, you agree and consent to the application and enforcement of any clawback policy that may be implemented by Tyson (whether in existence as of the Grant Date or later adopted, and as such policy may be amended from time to time) that may apply to you, any shares issued pursuant to this Award and/or any amount received with respect to any sale of any such shares, and you expressly agree that Tyson may take such actions as are necessary to effectuate the enforcement of such policy without your further consent or action. To the extent that the terms of this Award and any such policy conflict, then the terms of such policy shall prevail.
8. **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.
9. **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.
10. **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 or inconsistency between the terms of this Award Agreement and the terms applicable to stock incentive awards set forth in any employment agreement, offer letter, or other agreement or arrangement that you have entered into with Tyson and/or its affiliates, the former will always control. 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.
11. **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.
12. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
13. **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.
14. **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 of any type 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.

15. **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.
16. **Reduction to Maximize After-Tax Benefits.** Notwithstanding anything contained in this Award Agreement to the contrary, if the total payments to be paid to you under this Award, 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, in its sole discretion. 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.
17. **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.
18. **Successors and Assigns.** This Award Agreement shall inure to the benefit of and be binding upon each successor and assign of Tyson. To the extent applicable, references to Tyson herein shall be deemed to include a reference any such successor. All obligations imposed upon you, and all rights granted to Tyson hereunder, shall be binding upon your heirs, successors and administrators.
19. **Section 409A.** It is the intent of Tyson that any payment pursuant to the Award be exempt from Code Section 409A, to the maximum extent permitted. However, if any such payment is considered to be "nonqualified deferred compensation" subject to Code Section 409A, such payment will be paid and provided in a manner, and at such time and form, as complies with the applicable requirements of Code Section 409A to avoid the unfavorable tax consequences provided therein for non-compliance. To the extent that some portion of any payment under this Award may be bifurcated and treated as exempt from Code Section 409A under the "short-term deferral" or "separation pay" exemptions, then such amounts may be so treated as exempt.

* * *

TYSON FOODS, INC.

By: /s/ Mary Oleksiuk

Title: EVP, Chief Human Resources Officer

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

STOCK INCENTIVE AWARD AGREEMENT

RESTRICTED STOCK SUBJECT TO PERFORMANCE CRITERIA

Team Member: Participant Name
Personnel Number: Employee ID
Award: Quantity Granted Shares of Restricted Stock
Grant Date: November 19, 2018
Initial Measurement Date: September 30, 2018
Final Measurement Date: October 2, 2021
Vesting Date: November 29, 2021

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

1. **Terms and Conditions.** The Award of Restricted Stock Subject to Performance Criteria (as set forth on the cover page of this Award Agreement) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan or any successors thereto, as such plan or its successors may be amended and restated from time to time (the “Plan”). Unless otherwise defined herein, all capitalized terms in this 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.** For purposes of this Award Agreement, “Cause”, “Disability”, “Good Reason”, and “Release” shall have the same meanings as set forth in your Employment Agreement, and the following terms shall have the meanings as set forth below:
 - 2.1. “Change in Control” shall have the meaning ascribed to it in the Plan but 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 Tyson 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.
 - 2.2. “Final Measurement Date” shall mean the date identified as such on the cover page of this Award Agreement.
 - 2.3. “Grant Date” shall mean the date identified as such on the cover page of this Award Agreement.
 - 2.4. “Initial Measurement Date” shall mean the date identified as such on the cover page of this Award Agreement.
 - 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 and other extraordinary items, 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. “Retirement” shall mean your voluntary Termination of Employment from Tyson on or after the later of the first anniversary of the Grant Date or the date you attain age sixty-two (62).

- 2.10. "Termination of Employment" shall have the meaning ascribed to it in the Plan but, in the event of a Change in Control, any successor and its affiliates shall replace Tyson and its affiliates in interpreting the meaning of a Termination of Employment.
- 2.11. "Tyson" shall mean Tyson Foods, Inc., or any successor thereto.
- 2.12. "Vesting Date" shall mean the date identified as such on the cover page of this Award Agreement.
- 2.13. "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 measures set forth in Section 4 shall be considered as fully earned by you, subject to the further provisions of this Section 3. Notwithstanding any other provision of this Award Agreement to the contrary, any Award will be forfeited back to Tyson in the event of: (i) your Termination of Employment before the Vesting Date, except as otherwise provided in Sections 3.2 through 3.4, or (ii) the failure to satisfy the performance measures provided in Section 4. The events described in Sections 3.2 through 3.4 are referred to herein as "Vesting Events."
 - 3.2. **Death, Disability or Retirement.** In the event of your Termination of Employment due to death, Disability or Retirement before the Vesting Date, the Measurement Period will end on the date your employment is terminated and you will be entitled to the Award without any proration if the performance measures set forth in Section 4 are on track to be satisfied (e.g., on a run rate basis) as of the date of your termination.
 - 3.3. **Termination by Tyson without Cause or by you for Good Reason.** In the event of your Termination of Employment before the Vesting Date by Tyson for reasons other than for 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 the Award if the performance measures set forth in Section 4 are on track to be satisfied (e.g., on a run rate basis) as of the date of your termination. The pro rata portion of the Award in which you will become earned and vested will be determined by multiplying the number of unvested restricted shares by a fraction, the numerator of which is the total number of days that you were employed by Tyson between the Grant Date and your Termination of Employment and the denominator of which is the total number of days in the three-year vesting period ending in the Vesting Date. Notwithstanding the foregoing, in the event of your Termination of Employment by Tyson for reasons other than for Cause or by you for Good Reason on or after the later of the first anniversary of the Grant Date or the date you attain age 62, you will be fully vested in the Award subject to your timely execution and non-revocation of a Release.
 - 3.4. **Change in Control.** Following a Change in Control that occurs before the Award becomes vested, you will become fully vested in the Award upon the occurrence of either of the following events, provided such event occurs no later than twenty-four (24) months following the Change in Control (to the extent the Award has not otherwise become fully vested prior to such event): (i) you experience a Termination of Employment by Tyson without Cause or (ii) you resign from your employment on account of Good Reason.
4. **Performance Measure.** The extent, if any, to which you shall have the right to the restricted shares subject to the Award also depends upon the extent to which the applicable 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 less than one hundred percent (100%) of the Operating Income Goal, no portion of the Award will become vested.

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 Vesting Event following a Change in Control as described in Section 3.4, you shall become fully vested in the Award.

In the case of a Vesting Event pursuant to either Section 3.2 or 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 the Award as described in Section 3.2 or Section 3.3, as applicable.

5. **Delivery of Shares.** To the extent the Award becomes vested and earned, it will be settled by the delivery to you of shares no longer subject to forfeiture restrictions as soon as administratively practicable following the Vesting Date or Vesting Event, as applicable, set forth in Section 3 as follows:
 - 5.1 **Prior to a Change in Control.** If the Award is settled prior to a Change in Control, the Award will be settled in shares of Tyson Class A common stock.
 - 5.2 **On and After a Change in Control.** If Tyson Foods, Inc. is the surviving entity, the Award will be settled in shares of Tyson Class A common stock. If the Award is settled on or after a Change in Control and Tyson Foods, Inc. is not the surviving entity, the Award will be settled either (i) in the number and class of shares of capital stock of the successor entity into which each outstanding share of Tyson Class A common stock has been converted pursuant to such Change in Control, unless the Committee determines in its sole discretion to settle the Award in cash; or (ii) if shareholders of Tyson Foods, Inc. receive consideration other than in shares of capital stock of the successor entity, such other consideration received by shareholders of Tyson Foods, Inc. or in cash, as the Committee may determine in its sole discretion.
6. **Withholding Taxes.** By accepting the Award, you acknowledge and agree that you are responsible for all applicable income and other taxes, as well as any social insurance contributions and other deductions or withholdings required by applicable law, 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. **Clawback.** Notwithstanding any other provision of this Award Agreement to the contrary, by executing this Award Agreement and accepting the Award, you agree and consent to the application and enforcement of any clawback policy that may be implemented by Tyson (whether in existence as of the Grant Date or later adopted, and as such policy may be amended from time to time) that may apply to you, any shares issued pursuant to this Award and/or any amount received with respect to any sale of any such shares, and you expressly agree that Tyson may take such actions as are necessary to effectuate the enforcement of such policy without your further consent or action. To the extent that the terms of this Award and any such policy conflict, then the terms of such policy shall prevail.
8. **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.
9. **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.

10. **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 or inconsistency between the terms of this Award Agreement and the terms applicable to stock incentive awards set forth in any employment agreement, offer letter, or other agreement or arrangement that you have entered into with Tyson and/or its affiliates, the former will always control. 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.
11. **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.
12. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
13. **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.
14. **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 of any type 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.
15. **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.
16. **Reduction to Maximize After-Tax Benefits.** Notwithstanding anything contained in this Award Agreement to the contrary, if the total payments to be paid to you under this Award, 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, in its sole discretion. 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.
17. **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.

18. **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/ Mary Oleksiuk

Title: EVP, Chief Human Resources Officer

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

STOCK INCENTIVE AWARD AGREEMENT

RESTRICTED STOCK SUBJECT TO PERFORMANCE CRITERIA

Team Member: Participant Name
Personnel Number: Employee ID
Award: Quantity Granted Shares of Restricted Stock
Grant Date: November 19, 2018
Initial Measurement Date: September 30, 2018
Final Measurement Date: October 2, 2021
Vesting Date: November 29, 2021

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

1. **Terms and Conditions.** The Award of Restricted Stock Subject to Performance Criteria (as set forth on the cover page of this Award Agreement) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan or any successors thereto, as such plan or its successors may be amended and restated from time to time (the “Plan”). Unless otherwise defined herein, all capitalized terms in this 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.** For purposes of this Award Agreement, the following terms shall have the meanings as set forth below:
 - 2.1. “Cause” is defined as a Termination of Employment as a result of the occurrence of one or more of the following events:
 - (a) Job-related misconduct or non-performance of duties;
 - (b) Violation of the policies of Tyson (including a violation of the Code of Conduct);
 - (c) Any willful and wrongful conduct or omission by you that injures Tyson;
 - (d) Any act by you of intentional misrepresentation or embezzlement, misappropriation or conversion of assets of Tyson;
 - (e) 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, serious crime, job-related misdemeanor, or similar offense; or
 - (f) Your intentional or willful violation of any restrictive covenant or 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 failure to terminate you as a result of such event, be construed as a consent to the occurrence of that event or 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.

- 2.2. “Change in Control” shall have the meaning ascribed to it in the Plan but 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 Tyson 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.
- 2.3. “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 your behalf 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, or any successors thereto, and any regulations or rulings issued thereunder. In the event of a dispute, the determination of Disability will be made by the

Committee (as defined in the Plan) and will be supported by the advice of a physician competent in the area to which such Disability relates.

- 2.4. "Final Measurement Date" shall mean the date identified as such on the cover page of this Award Agreement.
- 2.5. "Good Reason" is defined as the occurrence of any one or more of the following actions or events without your written consent; provided that you may not rely on any particular action or event as a basis for terminating your employment for Good Reason unless you deliver a Notice of Good Reason based on that action or event within thirty (30) days of its initial occurrence and Tyson (or its successors) has failed to correct the circumstances cited by you as constituting Good Reason within thirty (30) days of such Notice of Good Reason and you resign within thirty (30) days of such failure:
- (a) A material diminution in authority, duties or responsibilities (not merely a change in job title alone);
 - (b) Greater than a fifteen (15%) decrease in the total of your then-current (i) base salary, (ii) target annual cash award opportunity under the Tyson Foods, Inc. Annual Incentive Plan, or any successors thereto, as such plan or its successors may be amended or restated from time to time, as determined by Tyson in its sole discretion, and (iii) target grant date value of the annual long-term incentive award under the Plan, as determined by Tyson Foods in its sole discretion;
 - (c) Transfer of your primary employment location beyond fifty (50) miles; or
 - (d) The failure by Tyson to obtain a satisfactory agreement from any successor to assume and agree to perform the obligations under this Award Agreement for at least twenty-four (24) months following a Change in Control.
- 2.6. "Grant Date" shall mean the date identified as such on the cover page of this Award Agreement.
- 2.7. "Initial Measurement Date" shall mean the date identified as such on the cover page of this Award Agreement.
- 2.8. "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.
- 2.9. "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 and other extraordinary items, in the reasonable discretion of the Compensation and Leadership Development Committee.
- 2.10. "Operating Income Goal" for the Measurement Period shall be a cumulative Operating Income of **\$125,000,000.00**.
- 2.11. "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 and its subsidiaries, affiliates and related parties (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.

- 2.12. "Restricted Stock" means the shares of Tyson's Class A common stock subject to this Award Agreement.
- 2.13. "Termination of Employment" shall have the meaning ascribed to it in the Plan but, in the event of a Change in Control, any successor and its affiliates shall replace Tyson and its affiliates in interpreting the meaning of a Termination of Employment.
- 2.14. "Tyson" shall mean Tyson Foods, Inc., or any successor thereto.
- 2.15. "Vesting Date" shall mean the date identified as such on the cover page of this Award Agreement.
- 2.16. "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 measures set forth in Section 4 shall be considered as fully earned by you, subject to the further provisions of this Section 3. Notwithstanding any other provision of this Award Agreement to the contrary, any Award will be forfeited back to Tyson in the event of: (i) your Termination of Employment before the Vesting Date, except as otherwise provided in Sections 3.2 through 3.4, or (ii) the failure to satisfy the performance measures provided in Section 4. The events described in Sections 3.2 through 3.4 are referred to herein as "Vesting Events."
- 3.2. **Death or Disability.** In the event of your Termination of Employment due to death or Disability before the Vesting Date, the Measurement Period will end on the date your employment is terminated and you will be entitled to a pro rata portion of the Award if the performance measures set forth in Section 4 are on track to be satisfied (e.g., on a run rate basis) as of the date of your termination. The pro rata portion of the Award in which you will become earned and vested will be determined by multiplying the number of unvested restricted shares by a fraction, the numerator of which is the total number of days that you were employed by Tyson between the Grant Date and your Termination of Employment and the denominator of which is the total number of days in the three-year vesting period ending in the Vesting Date.
- 3.3. **Termination by Tyson without Cause or by you for Good Reason; Voluntary Termination under the "5+1" Officer Separation Program.** In the event of your Termination of Employment before the Vesting Date by Tyson for reasons other than for Cause; or by you for Good Reason or through participation in the Officer Separation Program component of the Executive Severance Plan of Tyson Foods, Inc. 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 the Award if the performance measures set forth in Section 4 are on track to be satisfied (e.g., on a run rate basis) as of the date of your termination. The pro rata portion of the Award in which you will become earned and vested will be determined by multiplying the number of unvested restricted shares by a fraction, the numerator of which is the total number of days that you were employed by Tyson between the Grant Date and your Termination of Employment and the denominator of which is the total number of days in the three-year vesting period ending in the Vesting Date.
- 3.4. **Change in Control.** Following a Change in Control that occurs before the Award becomes vested, you will become fully vested in the Award upon the occurrence of either of the following events, provided such event occurs no later than twenty-four (24) months following the Change in Control (to the extent the Award has not otherwise become fully vested prior to such event): (i) you experience a Termination of Employment by Tyson without Cause or (ii) you resign from your employment on account of Good Reason.

4. **Performance Measure.** The extent, if any, to which you shall have the right to the restricted shares subject to the Award also depends upon the extent to which the applicable 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 less than one hundred percent (100%) of the Operating Income Goal, no portion of the Award will become vested.
- 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 Vesting Event following a Change in Control as described in Section 3.4, you shall become fully vested in the Award.
- In the case of a Vesting Event pursuant to either Section 3.2 or 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 the Award as described in Section 3.2 or Section 3.3, as applicable.
5. **Delivery of Shares.** To the extent the Award becomes vested and earned, it will be settled by the delivery to you of shares no longer subject to forfeiture restrictions as soon as administratively practicable following the Vesting Date or Vesting Event, as applicable, set forth in Section 3 as follows:
- 5.1 **Prior to a Change in Control.** If the Award is settled prior to a Change in Control, the Award will be settled in shares of Tyson Class A common stock.
- 5.2 **On and After a Change in Control.** If Tyson Foods, Inc. is the surviving entity, the Award will be settled in shares of Tyson Class A common stock. If the Award is settled on or after a Change in Control and Tyson Foods, Inc. is not the surviving entity, the Award will be settled either (i) in the number and class of shares of capital stock of the successor entity into which each outstanding share of Tyson Class A common stock has been converted pursuant to such Change in Control, unless the Committee determines in its sole discretion to settle the Award in cash; or (ii) if shareholders of Tyson Foods, Inc. receive consideration other than in shares of capital stock of the successor entity, such other consideration received by shareholders of Tyson Foods, Inc. or in cash, as the Committee may determine in its sole discretion.
6. **Withholding Taxes.** By accepting the Award, you acknowledge and agree that you are responsible for all applicable income and other taxes, as well as any social insurance contributions and other deductions or withholdings required by applicable law, 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. **Clawback.** Notwithstanding any other provision of this Award Agreement to the contrary, by executing this Award Agreement and accepting the Award, you agree and consent to the application and enforcement of any clawback policy that may be implemented by Tyson (whether in existence as of the Grant Date or later adopted, and as such policy may be amended from time to time) that may apply to you, any shares issued pursuant to this Award and/or any amount received with respect to any sale of any such shares, and you expressly agree that Tyson may take such actions as are necessary to effectuate the enforcement of such policy without your further consent or action. To the extent that the terms of this Award and any such policy conflict, then the terms of such policy shall prevail.
8. **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.

9. **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.
10. **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 or inconsistency between the terms of this Award Agreement and the terms applicable to stock incentive awards set forth in any employment agreement, offer letter, or other agreement or arrangement that you have entered into with Tyson and/or its affiliates, the former will always control. 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.
11. **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.
12. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
13. **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.
14. **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 of any type 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.
15. **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.
16. **Reduction to Maximize After-Tax Benefits.** Notwithstanding anything contained in this Award Agreement to the contrary, if the total payments to be paid to you under this Award, 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, in its sole discretion. 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.

17. **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.
18. **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/ Mary Oleksiuk

Title: EVP, Chief Human Resources Officer

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

Team Member: Participant Name

Personnel Number: Employee ID

Award: Option to Purchase Quantity Granted Shares

Grant Date: November 19, 2018

Exercise Price: \$ Grant Price

Term: Earlier of (i) ten (10) years; or (ii) dates set forth in Section 4

Type of Option: Non-Qualified

Vesting Schedule:

Vesting Date	Percent of Award Vested
November 19, 2019	33 1/3 %
November 19, 2020	33 1/3 %
November 19, 2021	33 1/3 %

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

- Terms and Conditions.** The Award of Stock Options (as set forth on the cover page of this Award Agreement) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan or any successors thereto, as such plan or its successors may be amended and restated from

time to time (the “Plan”). Unless otherwise defined herein, all capitalized terms in this 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.** For purposes of this Award Agreement, “Cause”, “Disability”, “Good Reason”, and “Release” shall have the same meanings as set forth in your Employment Agreement, and “Change in Control”, “Retirement”, “Termination of Employment” and “Tyson” shall have the meanings set forth below:

(i) “Change in Control” shall have the meaning ascribed to it in the Plan but 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 Tyson 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.

(ii) “Retirement” shall mean your voluntary Termination of Employment from Tyson on or after the later of the first anniversary of the Grant Date or the date you attain age sixty-two (62).

(iii) “Termination of Employment” shall have the meaning ascribed to it in the Plan but, in the event of a Change in Control, any successor and its affiliates shall replace Tyson and its affiliates in interpreting the meaning of a Termination of Employment.

(iv) “Tyson” means Tyson Foods, Inc. or any successor thereto.

3. **Vesting.**

3.1. **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 3. Notwithstanding any other provision of this Award Agreement to the contrary, any Award will be forfeited back to Tyson in the event of your Termination of Employment before the Vesting Date, except as otherwise provided in Sections 3.2 through 3.4. The events described in Sections 3.2 through 3.4 are referred to herein as “Vesting Events.”

3.2. **Death, Disability or Retirement.** In the event your employment with Tyson is terminated due to death, Disability or Retirement before the Award is vested in full, you will be fully vested in the Award.

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 for Cause or by you for Good Reason before the Award is vested in full, you will be fully vested in the Award contingent upon your timely execution and non-revocation of a Release.

3.4. **Change in Control.** Following a Change in Control that occurs before the Award becomes fully vested, you will become fully vested in the unvested portion of the Award upon the occurrence of either of the following events, provided such event occurs no later than twenty-

four (24) months following the Change in Control (to the extent the Award has not otherwise become fully vested prior to such event): (i) you experience a Termination of Employment by Tyson without Cause or (ii) you resign from your employment on account of Good Reason. The Award will be settled in the same form of consideration received by shareholders of Tyson Foods, Inc.'s Class A common stock in connection with the Change in Control transaction, unless the express terms of the documentation establishing the terms of the Change in Control provide otherwise.

4. **Time of Exercise of Award.** The Award will be exercisable upon the Vesting Dates and/or Vesting Events set forth in Section 3. In the event of your Termination of Employment, your vested options shall no longer remain exercisable, except as follows:
 - 4.1. **Termination of Employment.** Except as provided in Section 4.2, in the event of your Termination of Employment, your vested Award will remain exercisable for a period of three (3) months from the Termination of Employment, but not longer than ten (10) years from the Grant Date.
 - 4.2. **Death, Disability or Retirement; Termination by Tyson without Cause or by you for Good Reason.** In the event your Termination of Employment is due to death, Disability or Retirement, or is effected 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 twelve (12) months from the Termination of Employment, but not longer than ten (10) years from the Grant Date.
5. **Manner of Exercise of Award.** The Award may be exercised through any of the following methods as provided under the Plan:
 - 5.1. 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;
 - 5.2. 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;
 - 5.3. 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;
 - 5.4. 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
 - 5.5. Unless the Award is no longer exercisable under the terms of Section 4 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 4.1 or Section 4.2, as applicable, or, if earlier, on the tenth (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.

6. **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, as well as any social insurance contributions and other deductions or withholdings required by applicable law, 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. **Clawback.** Notwithstanding any other provision of this Award Agreement to the contrary, by executing this Award Agreement and accepting the Award, you agree and consent to the application and enforcement of any clawback policy that may be implemented by Tyson (whether in existence as of the Grant Date or later adopted, and as such policy may be amended from time to time) that may apply to you, any shares issued pursuant to this Award and/or any amount received with respect to any sale of any such shares, and you expressly agree that Tyson may take such actions as are necessary to effectuate the enforcement of such policy without your further consent or action. To the extent that the terms of this Award and any such policy conflict, then the terms of such policy shall prevail.
8. **Beneficiary Designation.** In accordance with the terms of the Plan, you may name a Beneficiary who may exercise the Award under this Award Agreement in case of your death before you receive any or all of the 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.
9. **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.
10. **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.
11. **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 or inconsistency between the provisions of this Award Agreement and the terms applicable to stock incentive awards set forth in any employment agreement, offer letter, or other agreement or arrangement that you have entered into with Tyson and/or its affiliates, the former will always control. 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.
12. **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.
13. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.

14. **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.
15. **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 of any type 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.
16. **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.
17. **Reduction to Maximize After-Tax Benefits.** Notwithstanding anything contained in this Award Agreement to the contrary, if the total payments to be paid to you under this Award, 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, in its sole discretion. 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.
18. **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.
19. **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/ Mary Oleksiuk

Title: EVP, Chief Human Resources Officer

TYSON FOODS, INC. 2000 STOCK INCENTIVE PLAN
STOCK INCENTIVE AWARD AGREEMENT
RESTRICTED STOCK (Contracted)

Team Member: Participant Name

Personnel Number: Employee ID

Award: Quantity Granted Shares of Restricted Stock

Grant Date: November 19, 2018

Vesting Schedule:

Vesting Date	Percent of Award Vested
November 19, 2021	100%

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

1. **Terms and Conditions.** The Award of Restricted Stock (as set forth on the cover page of this Award Agreement) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan or any successors thereto, as such plan or its successors may be amended and restated from time to time (the “Plan”). Unless otherwise defined herein, all capitalized terms in this 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.** For purposes of this Award Agreement, “Cause”, “Disability”, “Good Reason”, and “Release” shall have the same meanings as set forth in your Employment Agreement, and “Change in Control”, “Retirement”, “Termination of Employment” and “Tyson” shall have the meanings set forth below:
 - (i) “Change in Control” shall have the meaning ascribed to it in the Plan but 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 Tyson 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.
 - (ii) “Retirement” shall mean your voluntary Termination of Employment from Tyson on or after the later of the first anniversary of the Grant Date or the date you attain age sixty-two (62).
 - (iii) “Termination of Employment” shall have the meaning ascribed to it in the Plan but, in the event of a Change in Control, any successor and its affiliates shall replace Tyson and its affiliates in interpreting the meaning of a Termination of Employment.
 - (iv) “Tyson” means Tyson Foods, Inc. or any successor thereto.
3. **Vesting.**
 - 3.1. **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 3. Notwithstanding

any other provision of this Award Agreement to the contrary, any Award will be forfeited back to Tyson in the event of your Termination of Employment before the Vesting Date, except as otherwise provided in Sections 3.2 through 3.4. The events described in Sections 3.2 through 3.4 are referred to herein as “Vesting Events.”

- 3.2. **Death, Disability or Retirement.** In the event of your Termination of Employment due to death, Disability or Retirement before the Vesting Date, you will be fully vested in the Award.
 - 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 for Cause or by you for Good Reason, you will become vested in a pro rata portion of the Award subject to your timely execution and non-revocation of a Release. The pro rata portion of the Award shall be determined by multiplying the number of unvested restricted shares by a fraction, the numerator of which is the total number of days that you were employed by Tyson between the Grant Date and your Termination of Employment and the denominator of which is the total number of days in the three-year vesting period. Notwithstanding the foregoing, in the event of your Termination of Employment by Tyson for reasons other than for Cause or by you for Good Reason on or after the later of the first anniversary of the Grant Date or the date you attain age 62, you will be fully vested in the Award subject to your timely execution and non-revocation of a Release.
 - 3.4. **Change in Control.** Following a Change in Control that occurs before the Award becomes vested, you will become fully vested in the Award upon the occurrence of either of the following events, provided such event occurs no later than twenty-four (24) months following the Change in Control (to the extent the Award has not otherwise become fully vested prior to such event): (i) you experience a Termination of Employment by Tyson without Cause or (ii) you resign from your employment on account of Good Reason.
4. **Delivery of Shares.** To the extent the Award becomes vested and earned, it will be settled by the delivery to you of shares no longer subject to forfeiture restrictions as soon as administratively practicable following the Vesting Date or Vesting Event, as applicable, set forth in Section 3 as follows.
 - 4.1. **Prior to a Change in Control.** If the Award is settled prior to a Change in Control, the Award will be settled in shares of Tyson Class A common stock.
 - 4.2. **On and After a Change in Control.** If Tyson Foods, Inc. is the surviving entity, the Award will be settled in shares of Tyson Class A common stock. If the Award is settled on or after a Change in Control and Tyson Foods, Inc. is not the surviving entity, the Award will be settled either (i) in the number and class of shares of capital stock of the successor entity into which each outstanding share of Tyson Class A common stock has been converted pursuant to such Change in Control, unless the Committee determines in its sole discretion to settle the Award in cash; or (ii) if shareholders of Tyson Foods, Inc. receive consideration other than in shares of capital stock of the successor entity, such other consideration received by shareholders of Tyson Foods, Inc. or in cash, as the Committee may determine in its sole discretion.
 5. **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, as well as any social insurance contributions and other deductions or withholdings required by applicable law, 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. **Clawback.** Notwithstanding any other provision of this Award Agreement to the contrary, by executing this Award Agreement and accepting the Award, you agree and consent to the application and enforcement of any clawback policy that may be implemented by Tyson (whether in existence as of the Grant Date or later adopted, and as such policy may be amended from time to time) that may apply to you, any shares issued pursuant to this Award and/or any amount received with respect to any sale of any such shares, and you expressly agree that Tyson may take such

actions as are necessary to effectuate the enforcement of such policy without your further consent or action. To the extent that the terms of this Award and any such policy conflict, then the terms of such policy shall prevail.

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 or inconsistency between the terms of this Award Agreement and the terms applicable to stock incentive awards set forth in any employment agreement, offer letter, or other agreement or arrangement that you have entered into with Tyson and/or its affiliates, the former will always control. 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 4. 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 of any type 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. **Reduction to Maximize After-Tax Benefits.** Notwithstanding anything contained in this Award Agreement to the contrary, if the total payments to be paid to you under this Award, 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, in its sole discretion. 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.

16. **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.
17. **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/ Mary Oleksiuk

Title: EVP, Chief Human Resources Officer

11-19-2018 RS3 CTRET 5
19RSKNO

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

1. **Terms and Conditions.** The Award of Restricted Stock (as set forth on the cover page of this Award Agreement) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan or any successors thereto, as such plan or its successors may be amended and restated from time to time (the “Plan”). Unless otherwise defined herein, all capitalized terms in this 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.** For purposes of this Award Agreement, “Cause”, “Change in Control”, “Disability”, “Good Reason”, “Release”, “Retirement”, “Termination of Employment” and “Tyson” shall have the meanings set forth below:
 - (i) “Cause” is defined as a Termination of Employment as a result of the occurrence of one or more of the following events:
 - (a) Job-related misconduct or non-performance of duties;
 - (b) Violation of the policies of Tyson (including a violation of the Code of Conduct);
 - (c) Any willful and wrongful conduct or omission by you that injures Tyson;
 - (d) Any act by you of intentional misrepresentation or embezzlement, misappropriation or conversion of assets of Tyson;
 - (e) 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, serious crime, job-related misdemeanor, or similar offense; or
 - (f) Your intentional or willful violation of any restrictive covenant or 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 failure to terminate you as a result of such event, be construed as a consent to the occurrence of that event or 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) “Change in Control” shall have the meaning ascribed to it in the Plan but 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 Tyson 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.
 - (iii) “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 your behalf 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, or any successors thereto, and any regulations or rulings issued thereunder. In the event of a dispute, the determination of Disability will be made by the Committee (as defined in the Plan) and will be supported by the advice of a physician competent in the area to which such Disability relates.
-

(iv) “Good Reason” is defined as the occurrence of any one or more of the following actions or events without your written consent; provided that you may not rely on any particular action or event as a basis for terminating your employment for Good Reason unless you deliver a Notice of Good Reason based on that action or event within thirty (30) days of its initial occurrence and Tyson (or its successors) has failed to correct the circumstances cited by you as constituting Good Reason within thirty (30) days of such Notice of Good Reason and you resign within thirty (30) days following such failure:

- (a) A material diminution in authority, duties or responsibilities (not merely a change in job title alone);
- (b) Greater than a fifteen percent (15%) decrease in the total of your then-current (i) base salary, (ii) target annual cash award opportunity under the Tyson Foods, Inc. Annual Incentive Plan, or any successors thereto, as such plan or its successors may be amended or restated from time to time, as determined by Tyson in its sole discretion, and (iii) target grant date value of the annual long-term incentive award under the Plan, as determined by Tyson in its sole discretion;
- (c) Transfer of your primary employment location beyond fifty (50) miles;
- (d) The failure by Tyson to obtain a satisfactory agreement from any successor to assume and agree to perform the obligations under this Award Agreement for at least twenty-four (24) months following a Change in Control; or
- (e) Any action or event described in the above clauses (a)-(c) taken by Tyson prior to a Change in Control at the request of the other party to the Change in Control transaction or otherwise in contemplation of the closing of a Change in Control transaction.

(v) “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 and its subsidiaries, affiliates and related parties (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.

(vi) “Retirement” shall mean your voluntary Termination of Employment from Tyson on or after the later of the first anniversary of the Grant Date or the date you attain age sixty-two (62).

(vii) “Termination of Employment” shall have the meaning ascribed to it in the Plan but, in the event of a Change in Control, any successor and its affiliates shall replace Tyson and its affiliates in interpreting the meaning of a Termination of Employment.

(viii) “Tyson” means Tyson Foods, Inc. or any successor thereto.

3. **Vesting.**

3.1. **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 3. Notwithstanding any other provision of this Award Agreement to the contrary, any Award will be forfeited back to Tyson in the event of your Termination of Employment before the Vesting Date, except as otherwise provided in Sections 3.2 through 3.4. The events described in Sections 3.2 through 3.4 are referred to herein as “Vesting Events.”

3.2. **Death, Disability or Retirement.** In the event of your Termination of Employment due to death, Disability or Retirement before the Vesting Date, you will be fully vested in the Award.

- 3.3. **Termination by Tyson without Cause.** In the event of your Termination of Employment by Tyson for reasons other than for Cause, you will become vested in a pro rata portion of the Award subject to your timely execution and non-revocation of a Release. The pro rata portion of the Award shall be determined by multiplying the number of unvested restricted shares by a fraction, the numerator of which is the total number of days that you were employed by Tyson between the Grant Date and your Termination of Employment and the denominator of which is the total number of days in the three-year vesting period. Notwithstanding the foregoing, in the event of your Termination of Employment by Tyson for reasons other than for Cause on or after the later of the first anniversary of the Grant Date or the date you attain age 62, you will be fully vested in the Award subject to your timely execution and non-revocation of a Release.
- 3.4. **Change in Control.** Following a Change in Control that occurs before the Award becomes vested, you will become fully vested in the Award upon the occurrence of either of the following events, provided such event occurs no later than twenty-four (24) months following the Change in Control (to the extent the Award has not otherwise become fully vested prior to such event): (i) you experience a Termination of Employment by Tyson without Cause or (ii) you resign from your employment on account of Good Reason.
4. **Delivery of Shares.** To the extent the Award becomes vested and earned, it will be settled by the delivery to you of shares no longer subject to forfeiture restrictions as soon as administratively practicable following the Vesting Date or Vesting Event, as applicable, set forth in Section 3 as follows.
- 4.1. **Prior to a Change in Control.** If the Award is settled prior to a Change in Control, the Award will be settled in shares of Tyson Class A common stock.
- 4.2. **On and After a Change in Control.** If Tyson Foods, Inc. is the surviving entity, the Award will be settled in shares of Tyson Class A common stock. If the Award is settled on or after a Change in Control and Tyson Foods, Inc. is not the surviving entity, the Award will be settled either (i) in the number and class of shares of capital stock of the successor entity into which each outstanding share of Tyson Class A common stock has been converted pursuant to such Change in Control, unless the Committee determines in its sole discretion to settle the Award in cash; or (ii) if shareholders of Tyson Foods, Inc. receive consideration other than in shares of capital stock of the successor entity, such other consideration received by shareholders of Tyson Foods, Inc. or in cash, as the Committee may determine in its sole discretion.
5. **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, as well as any social insurance contributions and other deductions or withholdings required by applicable law, 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. **Clawback.** Notwithstanding any other provision of this Award Agreement to the contrary, by executing this Award Agreement and accepting the Award, you agree and consent to the application and enforcement of any clawback policy that may be implemented by Tyson (whether in existence as of the Grant Date or later adopted, and as such policy may be amended from time to time) that may apply to you, any shares issued pursuant to this Award and/or any amount received with respect to any sale of any such shares, and you expressly agree that Tyson may take such actions as are necessary to effectuate the enforcement of such policy without your further consent or action. To the extent that the terms of this Award and any such policy conflict, then the terms of such policy shall prevail.
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 or inconsistency between the terms of this Award Agreement and the terms applicable to stock incentive awards set forth in any employment agreement, offer letter, or other agreement or arrangement that you have entered into with Tyson and/or its affiliates, the former will always control. 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 4. 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 of any type 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. **Reduction to Maximize After-Tax Benefits.** Notwithstanding anything contained in this Award Agreement to the contrary, if the total payments to be paid to you under this Award, 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, in its sole discretion. 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.
16. **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.
17. **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/ Mary Oleksiuk

Title: EVP, Chief Human Resources Officer

TYSON FOODS, INC. 2000 STOCK INCENTIVE PLAN
STOCK INCENTIVE AWARD AGREEMENT
RESTRICTED STOCK (5+1)

Team Member: Participant Name

Personnel Number: Employee ID

Award: Quantity Granted Shares of Restricted Stock

Grant Date: November 19, 2018

Vesting Schedule:

Vesting Date	Percent of Award Vested
November 19, 2021	100%

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

1. **Terms and Conditions.** The Award of Restricted Stock (as set forth on the cover page of this Award Agreement) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan or any successors thereto, as such plan or its successors may be amended and restated from time to time (the “Plan”). Unless otherwise defined herein, all capitalized terms in this 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.** For purposes of this Award Agreement, “Cause”, “Change in Control”, “Disability”, “Good Reason”, “Release”, “Termination of Employment” and “Tyson” shall have the meanings set forth below:
 - (i) “Cause” is defined as a Termination of Employment as a result of the occurrence of one or more of the following events:
 - (a) Job-related misconduct or non-performance of duties;
 - (b) Violation of the policies of Tyson (including a violation of the Code of Conduct);
 - (c) Any willful and wrongful conduct or omission by you that injures Tyson;
 - (d) Any act by you of intentional misrepresentation or embezzlement, misappropriation or conversion of assets of Tyson;
 - (e) 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, serious crime, job-related misdemeanor, or similar offense; or
 - (f) Your intentional or willful violation of any restrictive covenant or 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 failure to terminate you as a result of such event, be construed as a consent to the occurrence of that event or 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) “Change in Control” shall have the meaning ascribed to it in the Plan but 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 Tyson 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.

(iii) “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 your behalf 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, or any successors thereto, and any regulations or rulings issued thereunder. In the event of a dispute, the determination of Disability will be made by the Committee (as defined in the Plan) and will be supported by the advice of a physician competent in the area to which such Disability relates.

(iv) “Good Reason” is defined as the occurrence of any one or more of the following actions or events without your written consent; provided that you may not rely on any particular action or event as a basis for terminating your employment for Good Reason unless you deliver a Notice of Good Reason based on that action or event within thirty (30) days of its initial occurrence and Tyson (or its successors) has failed to correct the circumstances cited by you as constituting Good Reason within thirty (30) days of such Notice of Good Reason and you resign within thirty (30) days of such failure:

- (a) A material diminution in authority, duties or responsibilities (not merely a change in job title alone);
- (b) Greater than a fifteen (15%) decrease in the total of your then-current (i) base salary, (ii) target annual cash award opportunity under the Tyson Foods, Inc. Annual Incentive Plan, or any successors thereto, as such plan or its successors may be amended or restated from time to time, as determined by Tyson in its sole discretion, and (iii) target grant date value of the annual long-term incentive award under the Plan, as determined by Tyson in its sole discretion;
- (c) Transfer of your primary employment location beyond fifty (50) miles; or
- (d) The failure by Tyson to obtain a satisfactory agreement from any successor to assume and agree to perform the obligations under this Award Agreement for at least twenty-four (24) months following a Change in Control.

(v) “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 and its subsidiaries, affiliates and related parties (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.

(vi) “Termination of Employment” shall have the meaning ascribed to it in the Plan but, in the event of a Change in Control, any successor and its affiliates shall replace Tyson and its affiliates in interpreting the meaning of a Termination of Employment.

(vii) “Tyson” means Tyson Foods, Inc. or any successor thereto.

3. **Vesting.**
- 3.1. **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 3. Notwithstanding any other provision of this Award Agreement to the contrary, any Award will be forfeited back to Tyson in the event of your Termination of Employment before the Vesting Date, except as otherwise provided in Sections 3.2 through 3.4. The events described in Sections 3.2 through 3.4 are referred to herein as “Vesting Events.”
- 3.2. **Death or Disability.** In the event of your Termination of Employment due to death or Disability before the Vesting Date, you will be vested in a pro rata portion of the unvested portion of the Award determined by multiplying the number of unvested restricted shares by a fraction, the numerator of which is the total number of days that you were employed by Tyson between the Grant Date and your Termination of Employment and the denominator of which is the total number of days in the three-year vesting period.
- 3.3. **Termination by Tyson without Cause or by you for Good Reason; Voluntary Termination under the “5+1” Officer Separation Program.** In the event of your Termination of Employment by Tyson for reasons other than for Cause; by you for Good Reason; or through participation in the Officer Separation Program component of the Executive Severance Plan of Tyson Foods, Inc. before the Vesting Date, you will become vested in a pro rata portion of the Award subject to your timely execution and non-revocation of a Release. The pro rata portion of the Award shall be determined by multiplying the number of unvested restricted shares by a fraction, the numerator of which is the total number of days that you were employed by Tyson between the Grant Date and your Termination of Employment and the denominator of which is the total number of days in the three-year vesting period.
- 3.4. **Change in Control.** Following a Change in Control that occurs before the Award becomes vested, you will become fully vested in the Award upon the occurrence of either of the following events, provided such event occurs no later than twenty-four (24) months following the Change in Control (to the extent the Award has not otherwise become fully vested prior to such event): (i) you experience a Termination of Employment by Tyson without Cause or (ii) you resign from your employment on account of Good Reason.
4. **Delivery of Shares.** To the extent the Award becomes vested and earned, it will be settled by the delivery to you of shares no longer subject to forfeiture restrictions as soon as administratively practicable following the Vesting Date or Vesting Event, as applicable, set forth in Section 3 as follows.
- 4.1. **Prior to a Change in Control.** If the Award is settled prior to a Change in Control, the Award will be settled in shares of Tyson Class A common stock.
- 4.2. **On and After a Change in Control.** If Tyson Foods, Inc. is the surviving entity, the Award will be settled in shares of Tyson Class A common stock. If the Award is settled on or after a Change in Control and Tyson Foods, Inc. is not the surviving entity, the Award will be settled either (i) in the number and class of shares of capital stock of the successor entity into which each outstanding share of Tyson Class A common stock has been converted pursuant to such Change in Control, unless the Committee determines in its sole discretion to settle the Award in cash; or (ii) if shareholders of Tyson Foods, Inc. receive consideration other than in shares of capital stock of the successor entity, such other consideration received by shareholders of Tyson Foods, Inc. or in cash, as the Committee may determine in its sole discretion.
5. **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, as well as any social insurance contributions and other deductions or withholdings required by applicable law, 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. **Clawback.** Notwithstanding any other provision of this Award Agreement to the contrary, by executing this Award Agreement and accepting the Award, you agree and consent to the application and enforcement of any clawback policy that may be implemented by Tyson (whether in existence as of the Grant Date or later adopted, and as such policy may be amended from time to time) that may apply to you, any shares issued pursuant to this Award and/or any amount received with respect to any sale of any such shares, and you expressly agree that Tyson may take such actions as are necessary to effectuate the enforcement of such policy without your further consent or action. To the extent that the terms of this Award and any such policy conflict, then the terms of such policy shall prevail.
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 or inconsistency between the terms of this Award Agreement and the terms applicable to stock incentive awards set forth in any employment agreement, offer letter, or other agreement or arrangement that you have entered into with Tyson and/or its affiliates, the former will always control. 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 4. 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 of any type 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. **Reduction to Maximize After-Tax Benefits.** Notwithstanding anything contained in this Award Agreement to the contrary, if the total payments to be paid to you under this Award, 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, in its sole discretion. 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.

16. **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.
17. **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/ Mary Oleksiuk

Title: EVP, Chief Human Resources Officer

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

**STOCK INCENTIVE AWARD AGREEMENT
PERFORMANCE SHARES – TOTAL SHAREHOLDER RETURN**

Team Member: Participant Name
Personnel Number: Employee ID
Award: Quantity Granted Performance Shares
Grant Date: November 19, 2018
Initial Measurement Date: September 30, 2018
Final Measurement Date: October 2, 2021
Vesting Date: November 29, 2021

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

1. **Terms and Conditions.** The Award of Performance Shares (as set forth on the cover page of this Award Agreement) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan or any successors thereto, as such plan or its successors may be amended and restated from time to time (the “Plan”). Unless otherwise defined herein, all capitalized terms in this 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 .** For purposes of this Award Agreement, the following terms shall have the meanings as set forth below:
 - 2.1. “Award” means the unfunded promise to deliver to you all or a portion of the Performance Shares (or, if applicable, substitute consideration) upon meeting the applicable vesting and performance measures set forth in this Award Agreement.
 - 2.2. "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”).
 - 2.3. “Change in Control” shall have the meaning ascribed to it in the Plan but 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 Tyson 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; provided such event also constitutes a “change in the ownership of a corporation” or a “change in the effective control of a corporation” within the meaning of Code Section 409A.
 - 2.4. "Final Measurement Date" shall mean the date identified as such on the cover page of this Award Agreement.
 - 2.5. “Grant Date” shall mean the date identified as such on the cover page of this Award Agreement.
 - 2.6. "Initial Measurement Date" shall mean the date identified as such on the cover page of this Award Agreement.
 - 2.7. "Measurement Period" shall mean the three-fiscal year period from the Initial Measurement Date to the Final Measurement Date.
 - 2.8. "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.

- 2.9. "Performance Shares" shall mean the shares of Tyson's Class A common stock (or, in the event of a Change in Control, the capital stock of the successor entity into which Tyson Class A common stock was converted) subject to this Award Agreement.
- 2.10. "Retirement" shall mean your voluntary Termination of Employment from Tyson and/or its affiliates on or after the date you attain age 62.
- 2.11. "Share Price" shall mean the average ending closing price of Tyson's Class A common stock in the case of Tyson (or, in the event of a Change in Control, the capital stock of the successor entity into which Tyson Class A common stock was converted), or the publicly traded stock in the case of a Peer Group company, as applicable, for the twenty trading days preceding the Initial Measurement Date and the Final Measurement Date.
- 2.12. "Termination of Employment" shall have the meaning ascribed to the term Separation from Service in the Plan but, in the event of a Change in Control, any successor and its affiliates shall replace Tyson and its affiliates in interpreting the meaning of a Termination of Employment.
- 2.13. "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.
- 2.14. "Total Shareholder Return Goals" shall mean the performance measures specified in Section 4.
- 2.15. "Tyson" shall mean Tyson Foods, Inc., or any successor thereto.
- 2.16. "Vesting Date" shall mean the date identified as such on the cover page of this Award Agreement.
- 2.17. "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 measures set forth in Section 4 shall be considered as fully earned by you, subject to the further provisions of this Section 3. Notwithstanding any other provision of this Award Agreement to the contrary, any Award will be forfeited back to Tyson in the event of: (i) your Termination of Employment before the Vesting Date, except as otherwise provided in Sections 3.2 through 3.4, or (ii) the failure to satisfy any of the performance measures provided in Section 4.
- 3.2. **Death, Disability or Retirement.** In the event your Termination of Employment is due to death, Disability or Retirement before the Vesting Date, you will be entitled to a pro rata portion of the Award if the applicable performance measures set forth in Section 4 are satisfied. The pro rata portion of the Award shall be determined by multiplying the amount of the Award that you would have

received had you remained employed until the Vesting Date by a fraction, the numerator of which is number of days during which you remained employed by Tyson and/or its affiliates from the Grant Date and the denominator of which is the total number of days in the Vesting Period. Notwithstanding the foregoing, if there is a Change in Control prior to the Final Measurement Date, payment of the Award will be based on performance at the level determined in accordance with the provisions of Section 3.4.

- 3.3. **Termination by Tyson without Cause or by you for Good Reason.** In the event of your Termination of Employment by Tyson other than for Cause or by you for Good Reason before the Vesting Date, you will become entitled to a pro rata portion of the Award if the applicable performance measures set forth in Section 4 are satisfied contingent upon your timely execution and non-revocation of a Release. The pro rata portion of the Award shall be determined by multiplying the amount of the Award that you would have received had you remained employed until the Vesting Date by a fraction, the numerator of which is number of days during which you remained employed by Tyson and/or its affiliates from the Grant Date and the denominator of which is the total number of days in the Vesting Period. Notwithstanding the foregoing, if there is a Change in Control prior to the Final Measurement Date, payment of the Award will be based on performance at the level determined in accordance with the provisions of Section 3.4.
- 3.4. **Change in Control.** Following a Change in Control that occurs during the Measurement Period, the requirement that you not experience a Termination of Employment prior to the Vesting Date will be excused upon the occurrence of either of the following events, provided such event occurs no later than twenty-four (24) months following the Change in Control (but prior to the last day of the Measurement Period): (i) you experience a Termination of Employment by Tyson without Cause or (ii) you resign from your employment on account of Good Reason. If vested, you will be entitled to payment of the Award pursuant to this Section 3.4 based on whichever of the following produces the greater result: (x) the target level of performance set forth in Section 4(iii), or (y) the actual level of performance determined as of the effective date of the Change in Control.
4. **Performance Measures.** The extent, if any, to which you shall have the right to payment of the Award shall depend upon your satisfying one of the continuous employment conditions set forth in Section 3 and the extent to which the applicable performance measure has been satisfied as of the Final Measurement Date, as specified below:

The Award shall have the following performance measures during the Measurement Period:

- (i) If Tyson's Total Shareholder Return is less than the thirtieth (30th) percentile of the Peer Group members, there shall be no payment of Performance Shares to you;
- (ii) If Tyson's Total Shareholder Return is equal to the thirtieth (30th) percentile of the Peer Group members, there shall be a payment of Performance Shares to you equal to 50% of the Award;
- (iii) If Tyson's Total Shareholder Return is equal to the fiftieth (50th) percentile of the Peer Group members, there shall be a payment of Performance Shares to you equal to 100% of the Award; and
- (iv) If Tyson's Total Shareholder Return is equal to or greater than the eightieth (80th) percentile 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 (ii) through (iv) 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 (30th) percentile but less than or equal to the fiftieth (50th) percentile of the Peer Group members, straight-line interpolation shall be between the minimum number of the Performance Shares specified in clause (ii) and the number specified in clause (iii) above; and (b) if Tyson's Total Shareholder Return is more than the fiftieth (50th) percentile but less than or equal to eightieth (80th) percentile of the Peer Group members, straight-line interpolation shall be between the number of Performance Shares specified in clause (iii) and the number specified in clause (iv) above.

Notwithstanding the foregoing, if there is a Change in Control prior to the Final Measurement Date, payment of the Award will be based on performance at the level determined in accordance with the provisions of Section 3.4.

5. **Payment of Award.** The Performance Shares that may become payable pursuant to this Award Agreement shall be based upon the highest performance determined in accordance with the provisions of Section 4 or, in the event of a Change in Control prior to the Final Measurement Date, based on performance at the level determined in accordance with the provisions of Section 3.4. In other words, the attainment of multiple performance measures under this Award Agreement will not result in the payment of a cumulative number of Performance Shares for each performance measure achieved. Payment of the Award, to the extent earned, shall be made as follows:

5.1 **Prior to a Change in Control.** If the Final Measurement Date occurs prior to a Change in Control, the Award will be settled in shares of Tyson Class A common stock no later than seventy (70) days after the Final Measurement Date.

5.2 **On and After a Change in Control.** If a Change in Control occurs on or prior to the Final Measurement Date, payment of the Award, to the extent earned, will be made no later than seventy (70) days after the later of the effective date of the Change in Control or your Termination of Employment. If Tyson Foods, Inc. is the surviving entity, the Award will be settled in shares of Tyson Class A common stock. If Tyson Foods, Inc. is not the surviving entity, the Award will be settled either (i) in the number and class of shares of capital stock of the successor entity into which each outstanding share of Tyson Class A common stock has been converted pursuant to such Change in Control, unless the Committee determines in its sole discretion to settle the Award in cash; or (ii) if shareholders of Tyson Foods, Inc. receive consideration other than in shares of capital stock of the successor entity, such other consideration received by shareholders of Tyson Foods, Inc. or in cash, as the Committee may determine in its sole discretion.

Notwithstanding any provision in the Award to the contrary, to the extent necessary to avoid the imposition of tax under Code Section 409A, any payment otherwise payable to you upon your Termination of Employment will be suspended and paid as soon as practicable following the end of the six-month period following such effective date of your Termination of Employment if you are then determined to be a "specified employee" (within the meaning of Code Section 409A(a)(2)(B)(i)) of Tyson (or any related "service recipient" within the meaning of Code Section 409A). Any payment suspended by operation of the foregoing sentence will be paid in a lump sum within thirty (30) days following the end of such six-month period.

6. **Withholding Taxes.** By accepting the Award, you acknowledge and agree that you are responsible for all applicable income and other taxes, as well as any social insurance contributions and other deductions or withholdings required by applicable law, 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. **Clawback.** Notwithstanding any other provision of this Award Agreement to the contrary, by executing this Award Agreement and accepting the Award, you agree and consent to the application and enforcement of any clawback policy that may be implemented by Tyson (whether in existence as of the Grant Date or later adopted, and as such policy may be amended from time to time) that may apply to you, any shares issued pursuant to this Award and/or any amount received with respect to any sale of any such shares, and you expressly agree that Tyson may take such actions as are necessary to effectuate the enforcement of such policy without your further consent or action. To the extent that the terms of this Award and any such policy conflict, then the terms of such policy shall prevail.
8. **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.
9. **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.
10. **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 or inconsistency between the terms of this Award Agreement and the terms applicable to stock incentive awards set forth in any employment agreement, offer letter, or other agreement or arrangement that you have entered into with Tyson and/or its affiliates, the former will always control. 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.
11. **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.
12. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
13. **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.
14. **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 of any type 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.
15. **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.

16. **Reduction to Maximize After-Tax Benefits.** Notwithstanding anything contained in this Award Agreement to the contrary, if the total payments to be paid to you under this Award, 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, in its sole discretion. 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.
17. **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.
18. **Successors and Assigns .** This Award Agreement shall inure to the benefit of and be binding upon each successor and assign of Tyson. To the extent applicable, references to Tyson herein shall be deemed to include a reference any such successor. All obligations imposed upon you, and all rights granted to Tyson hereunder, shall be binding upon your heirs, successors and administrators.
19. **Section 409A .** It is the intent of Tyson that any payment pursuant to the Award be exempt from Code Section 409A, to the maximum extent permitted. However, if any such payment is considered to be “nonqualified deferred compensation” subject to Code Section 409A, such payment will be paid and provided in a manner, and at such time and form, as complies with the applicable requirements of Code Section 409A to avoid the unfavorable tax consequences provided therein for non-compliance. To the extent that some portion of any payment under this Award may be bifurcated and treated as exempt from Code Section 409A under the “short-term deferral” or “separation pay” exemptions, then such amounts may be so treated as exempt.

* * *

TYSON FOODS, INC.

By: /s/ Mary Oleksiuk

Title: EVP, Chief Human Resources Officer

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

STOCK INCENTIVE AWARD AGREEMENT

PERFORMANCE SHARES – TOTAL SHAREHOLDER RETURN (5+1)

Team Member: Participant Name
Personnel Number: Employee ID
Award: Quantity Granted Performance Shares
Grant Date: November 19, 2018
Initial Measurement Date: September 30, 2018
Final Measurement Date: October 2, 2021
Vesting Date: November 29, 2021

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

1. **Terms and Conditions.** The Award of Performance Shares (as set forth on the cover page of this Award Agreement) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan or any successors thereto, as such plan or its successors may be amended and restated from time to time (the “Plan”). Unless otherwise defined herein, all capitalized terms in this 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 .** For purposes of this Award Agreement, the following terms shall have the meanings as set forth below:
 - 2.1. “Award” means the unfunded promise to deliver to you all or a portion of the Performance Shares (or, if applicable, substitute consideration) upon meeting the applicable vesting and performance measures set forth in this Award Agreement.
 - 2.2. “Cause” is defined as a Termination of Employment as a result of the occurrence of one or more of the following events:
 - (a) Job-related misconduct or non-performance of duties;
 - (b) Violation of the policies of Tyson (including a violation of the Code of Conduct);
 - (c) Any willful and wrongful conduct or omission by you that injures Tyson;
 - (d) Any act by you of intentional misrepresentation or embezzlement, misappropriation or conversion of assets of Tyson;
 - (e) 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, serious crime, job-related misdemeanor, or similar offense; or
 - (f) Your intentional or willful violation of any restrictive covenant or 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 failure to terminate you as a result of such event, be construed as a consent to the occurrence of that event or 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.

- 2.3. “Change in Control” shall have the meaning ascribed to it in the Plan but 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 Tyson 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; provided such event also constitutes a “change in the ownership of a corporation” or a “change in the effective control of a corporation” within the meaning of Code Section 409A.

- 2.4. "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 your behalf 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, or any successors thereto, and any regulations or rulings issued thereunder. In the event of a dispute, the determination of Disability will be made by the Committee (as defined in the Plan) and will be supported by the advice of a physician competent in the area to which such Disability relates.
- 2.5. "Final Measurement Date" shall mean the date identified as such on the cover page of this Award Agreement.
- 2.6. "Good Reason" is defined as the occurrence of any one or more of the following actions or events without your written consent; provided that you may not rely on any particular action or event as a basis for terminating your employment for Good Reason unless you deliver a Notice of Good Reason based on that action or event within thirty (30) days of its initial occurrence and Tyson has failed to correct the circumstances cited by you as constituting Good Reason within thirty (30) days of such Notice of Good Reason and you resign within thirty (30) days following such failure:
- (a) A material diminution in authority, duties or responsibilities (not merely a change in job title alone);
 - (b) Greater than a fifteen (15%) decrease in the total of your then-current (i) base salary, (ii) target annual cash award opportunity under the Tyson Foods, Inc. Annual Incentive Plan, or any successors thereto, as such plan or its successors may be amended or restated from time to time, as determined by Tyson in its sole discretion, and (iii) target grant date value of the annual long-term incentive award under the Plan, as determined by Tyson in its sole discretion;
 - (c) Transfer of your primary employment location beyond fifty (50) miles; or
 - (d) The failure by Tyson to obtain a satisfactory agreement from any successor to assume and agree to perform the obligations under this Award Agreement for at least twenty-four (24) months following a Change in Control.
- 2.7. "Grant Date" shall mean the date identified as such on the cover page of this Award Agreement.
- 2.8. "Initial Measurement Date" shall mean the date identified as such on the cover page of this Award Agreement.
- 2.9. "Measurement Period" shall mean the three-fiscal year period from the Initial Measurement Date to the Final Measurement Date.
- 2.10. "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.

- 2.11. "Performance Shares" shall mean the shares of Tyson's Class A common stock (or, in the event of a Change in Control, the capital stock of the successor entity into which Tyson Class A common stock was converted) subject to this Award Agreement.
- 2.12. "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 and its subsidiaries, affiliates and related parties (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.
- 2.13. "Share Price" shall mean the average ending closing price of Tyson's Class A common stock in the case of Tyson (or, in the event of a Change in Control, the capital stock of the successor entity into which Tyson Class A common stock was converted), or the publicly traded stock in the case of a Peer Group company, as applicable, for the twenty trading days preceding the Initial Measurement Date and the Final Measurement Date.
- 2.14. "Termination of Employment" shall have the meaning ascribed to the term Separation from Service in the Plan but, in the event of a Change in Control, any successor and its affiliates shall replace Tyson and its affiliates in interpreting the meaning of a Termination of Employment.
- 2.15. "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.
- 2.16. "Total Shareholder Return Goals" shall mean the performance measures specified in Section 4.
- 2.17. "Tyson" shall mean Tyson Foods, Inc., or any successor thereto.
- 2.18. "Vesting Date" shall mean the date identified as such on the cover page of this Award Agreement.
- 2.19. "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 measures set forth in Section 4 shall be considered as fully earned by you, subject to the further provisions of this Section 3. Notwithstanding any other provision of this Award Agreement to the contrary, any Award will be forfeited back to Tyson in the event of: (i) your Termination of Employment before the Vesting Date, except as otherwise provided in Sections 3.2 through 3.4, or (ii) the failure to satisfy any of the performance measures provided in Section 4.
- 3.2. **Death or Disability.** In the event your Termination of Employment is due to death or Disability before the Vesting Date, you will be entitled to a pro rata portion of the Award if the applicable

performance measures set forth in Section 4 are satisfied. The pro rata portion of the Award shall be determined by multiplying the amount of the Award that you would have received had you remained employed until the Vesting Date by a fraction, the numerator of which is number of days during which you remained employed by Tyson and/or its affiliates from the Grant Date and the denominator of which is the total number of days in the Vesting Period. Notwithstanding the foregoing, if there is a Change in Control prior to the Final Measurement Date, payment of the Award will be based on performance at the level determined in accordance with the provisions of Section 3.4.

- 3.3. **Termination by Tyson without Cause or by you for Good Reason; Voluntary Termination by you under the “5+1” Officer Separation Program.** In the event of your Termination of Employment by Tyson other than for Cause or by you for Good Reason or through participation in the Officer Separation Program component of the Executive Severance Plan of Tyson Foods, Inc. before the Vesting Date, you will become entitled to a pro rata portion of the Award if the applicable performance measures set forth in Section 4 are satisfied contingent upon your timely execution and non-revocation of a Release. The pro rata portion of the Award shall be determined by multiplying the amount of the Award that you would have received had you remained employed until the Vesting Date by a fraction, the numerator of which is number of days during which you remained employed by Tyson and/or its affiliates from the Grant Date and the denominator of which is the total number of days in the Vesting Period. Notwithstanding the foregoing, if there is a Change in Control prior to the Final Measurement Date, payment of the Award will be based on performance at the level determined in accordance with the provisions of Section 3.4.
- 3.4. **Change in Control .** Following a Change in Control that occurs during the Measurement Period, the requirement that you not experience a Termination of Employment prior to the Vesting Date will be excused upon the occurrence of either of the following events, provided such event occurs no later than twenty-four (24) months following the Change in Control (but prior to the last day of the Measurement Period): (i) you experience a Termination of Employment by Tyson without Cause or (ii) you resign from your employment on account of Good Reason. If vested, you will be entitled to payment of the Award pursuant to this Section 3.4 based on whichever of the following produces the greater result: (x) the target level of performance set forth in Section 4(iii), or (y) the actual level of performance determined as of the effective date of the Change in Control.
4. **Performance Measures.** The extent, if any, to which you shall have the right to payment of the Award shall depend upon your satisfying one of the continuous employment conditions set forth in Section 3 and the extent to which the applicable performance measure has been satisfied as of the Final Measurement Date, as specified below:

The Award shall have the following performance measures during the Measurement Period:

- (i) If Tyson’s Total Shareholder Return is less than the thirtieth (30th) percentile of the Peer Group members, there shall be no payment of Performance Shares to you;
- (ii) If Tyson’s Total Shareholder Return is equal to the thirtieth (30th) percentile of the Peer Group members, there shall be a payment of Performance Shares to you equal to 50% of the Award;
- (iii) If Tyson’s Total Shareholder Return is equal to the fiftieth (50th) percentile of the Peer Group members, there shall be a payment of Performance Shares to you equal to 100% of the Award; and
- (iv) If Tyson’s Total Shareholder Return is equal to or greater than the eightieth (80th) percentile 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 (ii) through (iv) 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 (30th) percentile but less than or equal to the fiftieth (50th) percentile of the Peer Group members, straight-line interpolation shall be between the minimum number of the Performance Shares specified in clause (ii) and the number specified in clause (iii) above; and (b) if Tyson's Total Shareholder Return is more than the fiftieth (50th) percentile but less than or equal to eightieth (80th) percentile of the Peer Group members, straight-line interpolation shall be between the number of Performance Shares specified in clause (iii) and the number specified in clause (iv) above.

Notwithstanding the foregoing, if there is a Change in Control prior to the Final Measurement Date, payment of the Award will be based on performance at the level determined in accordance with the provisions of Section 3.4.

5. **Payment of Award.** The Performance Shares that may become payable pursuant to this Award Agreement shall be based upon the highest performance determined in accordance with the provisions of Section 4 or, in the event of a Change in Control prior to the Final Measurement Date, based on performance at the level determined in accordance with the provisions of Section 3.4. In other words, the attainment of multiple performance measures under this Award Agreement will not result in the payment of a cumulative number of Performance Shares for each performance measure achieved. Payment of the Award, to the extent earned, shall be made as follows:

5.1 **Prior to a Change in Control.** If the Final Measurement Date occurs prior to a Change in Control, the Award will be settled in shares of Tyson Class A common stock no later than seventy (70) days after the Final Measurement Date.

5.2 **On and After a Change in Control.** If a Change in Control occurs on or prior to the Final Measurement Date, payment of the Award, to the extent earned, will be made no later than seventy (70) days after the later of the effective date of the Change in Control or your Termination of Employment. If Tyson Foods, Inc. is the surviving entity, the Award will be settled in shares of Tyson Class A common stock. If Tyson Foods, Inc. is not the surviving entity, the Award will be settled either (i) in the number and class of shares of capital stock of the successor entity into which each outstanding share of Tyson Class A common stock has been converted pursuant to such Change in Control, unless the Committee determines in its sole discretion to settle the Award in cash; or (ii) if shareholders of Tyson Foods, Inc. receive consideration other than in shares of capital stock of the successor entity, such other consideration received by shareholders of Tyson Foods, Inc. or in cash, as the Committee may determine in its sole discretion.

Notwithstanding any provision in the Award to the contrary, to the extent necessary to avoid the imposition of tax under Code Section 409A, any payment otherwise payable to you upon your Termination of Employment will be suspended and paid as soon as practicable following the end of the six-month period following such effective date of your Termination of Employment if you are then determined to be a "specified employee" (within the meaning of Code Section 409A(a)(2)(B)(i)) of Tyson (or any related "service recipient" within the meaning of Code Section 409A). Any payment suspended by operation of the foregoing sentence will be paid in a lump sum within thirty (30) days following the end of such six-month period.

6. **Withholding Taxes.** By accepting the Award, you acknowledge and agree that you are responsible for all applicable income and other taxes, as well as any social insurance contributions and other deductions or withholdings required by applicable law, 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. **Clawback.** Notwithstanding any other provision of this Award Agreement to the contrary, by executing this Award Agreement and accepting the Award, you agree and consent to the application and enforcement of any clawback policy that may be implemented by Tyson (whether in existence as of the Grant Date or later adopted, and as such policy may be amended from time to time) that may apply to you, any shares issued pursuant to this Award and/or any amount received with respect to any sale of any such shares, and you expressly agree that Tyson may take such actions as are necessary to effectuate the enforcement of such policy without your further consent or action. To the extent that the terms of this Award and any such policy conflict, then the terms of such policy shall prevail.
8. **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.
9. **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.
10. **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 or inconsistency between the terms of this Award Agreement and the terms applicable to stock incentive awards set forth in any employment agreement, offer letter, or other agreement or arrangement that you have entered into with Tyson and/or its affiliates, the former will always control. 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.
11. **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.
12. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
13. **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.
14. **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 of any type 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.
15. **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.

16. **Reduction to Maximize After-Tax Benefits.** Notwithstanding anything contained in this Award Agreement to the contrary, if the total payments to be paid to you under this Award, 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, in its sole discretion. 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.
17. **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.
18. **Successors and Assigns .** This Award Agreement shall inure to the benefit of and be binding upon each successor and assign of Tyson. To the extent applicable, references to Tyson herein shall be deemed to include a reference any such successor. All obligations imposed upon you, and all rights granted to Tyson hereunder, shall be binding upon your heirs, successors and administrators.
19. **Section 409A .** It is the intent of Tyson that any payment pursuant to the Award be exempt from Code Section 409A, to the maximum extent permitted. However, if any such payment is considered to be "nonqualified deferred compensation" subject to Code Section 409A, such payment will be paid and provided in a manner, and at such time and form, as complies with the applicable requirements of Code Section 409A to avoid the unfavorable tax consequences provided therein for non-compliance. To the extent that some portion of any payment under this Award may be bifurcated and treated as exempt from Code Section 409A under the "short-term deferral" or "separation pay" exemptions, then such amounts may be so treated as exempt.

* * *

TYSON FOODS, INC.

By: /s/ Mary Oleksiuk

Title: EVP, Chief Human Resources Officer

TYSON FOODS, INC. 2000 STOCK INCENTIVE PLAN
STOCK INCENTIVE AWARD AGREEMENT
STOCK OPTIONS (Director / Non-Contract)

Team Member: Participant Name

Personnel Number: Employee ID

Award: Option to Purchase Quantity Granted Shares

Grant Date: November 19, 2018

Exercise Price: \$ Grant Price

Term: Earlier of (i) ten (10) years; or (ii) dates set forth in Section 4

Type of Option: Non-Qualified

Vesting Schedule:

Vesting Date	Percent of Award Vested
November 19, 2019	33 1/3 %
November 19, 2020	33 1/3 %
November 19, 2021	33 1/3 %

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

- Terms and Conditions.** The Award of Stock Options (as set forth on the cover page of this Award Agreement) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan or any successors thereto, as such plan or its successors may be amended and restated from

time to time (the “Plan”). Unless otherwise defined herein, all capitalized terms in this 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.** For purposes of this Award Agreement, “Cause”, “Change in Control”, “Disability”, “Good Reason”, “Release”, “Retirement”, “Termination of Employment” and “Tyson” shall have the meanings set forth below:

- (i) “Cause” is defined as a Termination of Employment as a result of the occurrence of one or more of the following events:
 - (a) job-related misconduct or non-performance of duties;
 - (b) violation of the policies of Tyson (including a violation of the Code of Conduct);
 - (c) any willful and wrongful conduct or omission by you that injures Tyson;
 - (d) any act by you of intentional misrepresentation or embezzlement, misappropriation or conversion of assets of Tyson;
 - (e) 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, serious crime, job-related misdemeanor, or similar offense; or
 - (f) your intentional or willful violation of any restrictive covenant or 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 failure to terminate you as a result of such event, be construed as a consent to the occurrence of that event or 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) “Change in Control” shall have the meaning ascribed to it in the Plan but 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 Tyson 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.

(iii) “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 your behalf 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, or any successors thereto, and any regulations or rulings issued thereunder. In the event of a dispute, the determination of Disability will be made by the Committee (as defined in the Plan) and will be supported by the advice of a physician competent in the area to which such Disability relates.

(iv) “Good Reason” is defined as the occurrence of any one or more of the following actions or events without your written consent; provided that you may not rely on any particular action or event as a basis for terminating your employment for Good Reason unless you deliver a Notice of Good Reason based on that action or event within thirty (30) days of its initial occurrence and Tyson (or its successors) has failed to correct the circumstances cited by you as constituting Good Reason within thirty (30) days of such Notice of Good Reason and you resign within thirty (30) days following such failure:

- (a) A material diminution in authority, duties or responsibilities (not merely a change in job title alone);
- (b) Greater than a fifteen percent (15%) decrease in the total of your then-current (i) base salary, (ii) target annual cash award opportunity under the Tyson Foods, Inc. Annual Incentive Plan, or any successors thereto, as such plan or its successors may be amended or restated from time to time, as determined by Tyson in its sole discretion, and (iii) target grant date value of the annual long-term incentive award under the Plan, as determined by Tyson in its sole discretion;
- (c) Transfer of your primary employment location beyond fifty (50) miles;
- (d) The failure by Tyson to obtain a satisfactory agreement from any successor to assume and agree to perform the obligations under this Award Agreement for at least twenty-four (24) months following a Change in Control; or
- (e) Any action or event described in the above clauses (a)-(c) taken by Tyson prior to a Change in Control at the request of the other party to the Change in Control transaction or otherwise in contemplation of the closing of a Change in Control transaction.

(v) “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 and its subsidiaries, affiliates and related parties (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.

(vi) “Retirement” shall mean your voluntary Termination of Employment from Tyson on or after the later of the first anniversary of the Grant Date or the date you attain age sixty-two (62).

(vii) “Termination of Employment” shall have the meaning ascribed to it in the Plan but, in the event of a Change in Control, any successor and its affiliates shall replace Tyson and its affiliates in interpreting the meaning of a Termination of Employment.

(viii) “Tyson” means Tyson Foods, Inc. or any successor thereto.

3. **Vesting.**

3.1. **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 3. Notwithstanding any other provision of this Award Agreement to the contrary, any Award will be forfeited back to Tyson in the event of your Termination of Employment before the Vesting Date, except as otherwise provided in Sections 3.2 through 3.4. The events described in Sections 3.2 through 3.4 are referred to herein as “Vesting Events.”

3.2. **Death, Disability or Retirement.** In the event your employment with Tyson is terminated due to death, Disability or Retirement before the Award is vested in full, you will be fully vested in the Award.

3.3. **Termination by Tyson without Cause.** In the event of your Termination of Employment by Tyson for reasons other than for Cause before the Award is vested in full, contingent upon your timely execution and non-revocation of a Release, you will be vested in a pro rata portion of any unvested portion of the Award determined by multiplying the number of unvested option shares by 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 and the denominator of which is the total number of days between (i) the later of the Grant Date or the Vesting Date that occurred immediately before your termination of employment by Tyson and (ii) the third anniversary of the Grant Date.

3.4. **Change in Control.** Following a Change in Control that occurs before the Award becomes fully vested, you will become fully vested in the unvested portion of the Award upon the occurrence of either of the following events, provided such event occurs no later than twenty-four (24) months following the Change in Control (to the extent the Award has not otherwise become fully vested prior to such event): (i) you experience a Termination of Employment by Tyson without Cause or (ii) you resign from your employment on account of Good Reason. The Award will be settled in the same form of consideration received by shareholders of Tyson Foods, Inc.’s Class A common stock in connection with the Change in Control transaction, unless the express terms of the documentation establishing the terms of the Change in Control provide otherwise.

4. **Time of Exercise of Award.** The Award will be exercisable upon the Vesting Dates and/or Vesting Events set forth in Section 3. In the event of your Termination of Employment, your vested options shall no longer remain exercisable, except as follows:

4.1. **Termination of Employment.** Except as provided in Section 4.2, in the event of your Termination of Employment, your vested Award will remain exercisable for a period of three (3) months from the Termination of Employment, but not longer than ten (10) years from the Grant Date.

- 4.2. **Death, Disability or Retirement; Termination by Tyson without Cause or by you for Good Reason.** In the event your Termination of Employment is due to death, Disability or Retirement, or is effected 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 twelve (12) months from the Termination of Employment, but not longer than ten (10) years from the Grant Date.
5. **Manner of Exercise of Award.** The Award may be exercised through any of the following methods as provided under the Plan:
- 5.1. 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;
- 5.2. 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;
- 5.3. 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;
- 5.4. 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
- 5.5. Unless the Award is no longer exercisable under the terms of Section 4 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 4.1 or Section 4.2, as applicable, or, if earlier, on the tenth (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.
6. **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, as well as any social insurance contributions and other deductions or withholdings required by applicable law, 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. **Clawback.** Notwithstanding any other provision of this Award Agreement to the contrary, by executing this Award Agreement and accepting the Award, you agree and consent to the application and enforcement of any clawback policy that may be implemented by Tyson (whether in existence as of the Grant Date or later adopted, and as such policy may be amended from time to time) that may apply to you, any shares issued pursuant to this Award and/or any amount received with respect to any sale of any such shares, and you expressly agree that Tyson may take such actions as are necessary to effectuate the enforcement of such policy without your further consent or action. To the extent that the terms of this Award and any such policy conflict, then the terms of such policy shall prevail.

8. **Beneficiary Designation.** In accordance with the terms of the Plan, you may name a Beneficiary who may exercise the Award under this Award Agreement in case of your death before you receive any or all of the 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.
9. **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.
10. **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.
11. **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 or inconsistency between the provisions of this Award Agreement and the terms applicable to stock incentive awards set forth in any employment agreement, offer letter, or other agreement or arrangement that you have entered into with Tyson and/or its affiliates, the former will always control. 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.
12. **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.
13. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
14. **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.
15. **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 of any type 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.
16. **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.
17. **Reduction to Maximize After-Tax Benefits.** Notwithstanding anything contained in this Award Agreement to the contrary, if the total payments to be paid to you under this Award, 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, in its sole discretion. 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.

18. **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.
19. **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/ Mary Oleksiuk

Title: EVP, Chief Human Resources Officer

TYSON FOODS, INC. 2000 STOCK INCENTIVE PLAN

STOCK INCENTIVE AWARD AGREEMENT

STOCK OPTIONS (5+1)

Team Member: Participant Name

Personnel Number: Employee ID

Award: Option to Purchase Quantity Granted Shares

Grant Date: November 19, 2018

Exercise Price: \$ Grant Price

Term: Earlier of (i) ten (10) years; or (ii) dates set forth in Section 4

Type of Option: Non-Qualified

Vesting Schedule:

Vesting Date	Percent of Award Vested
November 19, 2019	33 1/3 %
November 19, 2020	33 1/3 %
November 19, 2021	33 1/3 %

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

- Terms and Conditions.** The Award of Stock Options (as set forth on the cover page of this Award Agreement) is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan or any successors thereto, as such plan or its successors may be amended and restated from

time to time (the “Plan”). Unless otherwise defined herein, all capitalized terms in this 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.** For purposes of this Award Agreement, “Cause”, “Change in Control”, “Disability”, “Good Reason”, “Release”, “Termination of Employment” and “Tyson” shall have the meanings set forth below:

- (i) “Cause” is defined as a Termination of Employment as a result of the occurrence of one or more of the following events:
 - (a) job-related misconduct or non-performance of duties;
 - (b) violation of the policies of Tyson (including a violation of the Code of Conduct);
 - (c) any willful and wrongful conduct or omission by you that injures Tyson;
 - (d) any act by you of intentional misrepresentation or embezzlement, misappropriation or conversion of assets of Tyson;
 - (e) 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, serious crime, job-related misdemeanor, or similar offense; or
 - (f) your intentional or willful violation of any restrictive covenant or 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 failure to terminate you as a result of such event, be construed as a consent to the occurrence of that event or 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) “Change in Control” shall have the meaning ascribed to it in the Plan but 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 Tyson 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.

(iii) “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 your behalf 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, or any successors thereto, and any regulations or rulings issued thereunder. In the event of a dispute, the determination of Disability will be made by the Committee (as defined in the Plan) and will be supported by the advice of a physician competent in the area to which such Disability relates.

(iv) “Good Reason” is defined as the occurrence of any one or more of the following actions or events without your written consent; provided that you may not rely on any particular action or event as a basis for terminating your employment for Good Reason unless you deliver a Notice of Good Reason based on that action or event within thirty (30) days of its initial occurrence and Tyson (or its successors) has failed to correct the circumstances cited by you as constituting Good Reason within thirty (30) days of such Notice of Good Reason and you resign within thirty (30) days following such failure:

- (a) A material diminution in authority, duties or responsibilities (not merely a change in job title alone);
- (b) Greater than a fifteen percent (15%) decrease in the total of your then-current (i) base salary, (ii) target annual cash award opportunity under the Tyson Foods, Inc. Annual Incentive Plan, or any successors thereto, as such plan or its successors may be amended or restated from time to time, as determined by Tyson in its sole discretion, and (iii) target grant date value of the annual long-term incentive award under the Plan, as determined by Tyson in its sole discretion;
- (c) Transfer of your primary employment location beyond fifty (50) miles; or
- (d) The failure by Tyson to obtain a satisfactory agreement from any successor to assume and agree to perform the obligations under this Award Agreement for at least twenty-four (24) months following a Change in Control.

(v) “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 and its subsidiaries, affiliates and related parties (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.

(vi) “Termination of Employment” shall have the meaning ascribed to it in the Plan but, in the event of a Change in Control, any successor and its affiliates shall replace Tyson and its affiliates in interpreting the meaning of a Termination of Employment.

(vii) “Tyson” means Tyson Foods, Inc. or any successor thereto.

3. **Vesting.**

- 3.1. **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 3. Notwithstanding any other provision of this Award Agreement to the contrary, any Award will be forfeited back to Tyson in the event of your Termination of Employment before the Vesting Date, except as otherwise provided in Sections 3.2 through 3.4. The events described in Sections 3.2 through 3.4 are referred to herein as “Vesting Events.”
- 3.2. **Death or Disability.** In the event your employment with Tyson is terminated due to death or Disability before the Award is vested in full, you will be vested in a pro rata portion of any unvested portion of the Award determined by multiplying the number of unvested option shares by 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 and the denominator of which is the total number of days between (i) the later of the Grant Date or the Vesting Date that occurred immediately before your Termination of Employment and (ii) the third anniversary of the Grant Date.
- 3.3. **Termination by Tyson without Cause or by you for Good Reason; Voluntary Termination under the “5+1” Officer Separation Program.** In the event of your Termination of Employment by Tyson for reasons other than for Cause, or by you for Good Reason or through participation in the Officer Separation Program component of the Executive Severance Plan of Tyson Foods, Inc., contingent upon your timely execution and non-revocation of a Release, you will be vested in a pro rata portion of any unvested portion of the Award determined by multiplying the number of unvested option shares by 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 and the denominator of which is the total number of days between (i) the later of the Grant Date or the Vesting Date that occurred immediately before your termination of employment by Tyson and (ii) the third anniversary of the Grant Date.
- 3.4. **Change in Control.** Following a Change in Control that occurs before the Award becomes fully vested, you will become fully vested in the unvested portion of the Award upon the occurrence of either of the following events, provided such event occurs no later than twenty-four (24) months following the Change in Control (to the extent the Award has not otherwise become fully vested prior to such event): (i) you experience a Termination of Employment by Tyson without Cause or (ii) you resign from your employment on account of Good Reason. The Award will be settled in the same form of consideration received by shareholders of Tyson Foods, Inc.’s Class A common stock in connection with the Change in Control transaction, unless the express terms of the documentation establishing the terms of the Change in Control provide otherwise.
4. **Time of Exercise of Award.** The Award will be exercisable upon the Vesting Dates and/or Vesting Events set forth in Section 3. In the event of your Termination of Employment, your vested options shall no longer remain exercisable, except as follows:
 - 4.1. **Termination of Employment.** Except as provided in Section 4.2, in the event of your Termination of Employment, your vested Award will remain exercisable for a period of three (3) months from the Termination of Employment, but not longer than ten (10) years from the Grant Date.

- 4.2. **Death, Disability, Termination by Tyson without Cause or by you for Good Reason, or Voluntary Termination under the “5+1” Officer Separation Program.** In the event your Termination of Employment is due to death or Disability, or is effected by Tyson without Cause, by you for Good Reason, or through participation in the Officer Separation Program component of the Executive Severance Plan of Tyson Foods, Inc., your vested Award will remain exercisable by you, or your Beneficiary in the case of your death, for a period of thirty-six (36) months from the Termination of Employment, but not longer than ten (10) years from the Grant Date.
5. **Manner of Exercise of Award.** The Award may be exercised through any of the following methods as provided under the Plan:
- 5.1. 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;
- 5.2. 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;
- 5.3. 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;
- 5.4. 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
- 5.5. Unless the Award is no longer exercisable under the terms of Section 4 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 4.1 or Section 4.2, as applicable, or, if earlier, on the tenth (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.
6. **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, as well as any social insurance contributions and other deductions or withholdings required by applicable law, 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. **Clawback.** Notwithstanding any other provision of this Award Agreement to the contrary, by executing this Award Agreement and accepting the Award, you agree and consent to the application and enforcement of any clawback policy that may be implemented by Tyson (whether in existence as of the Grant Date or later adopted, and as such policy may be amended from time to time) that may apply to you, any shares issued pursuant to this Award and/or any amount received with respect to any sale of any such shares, and you expressly agree that Tyson may take such actions as are necessary to effectuate the enforcement of such policy without your further consent or action. To

the extent that the terms of this Award and any such policy conflict, then the terms of such policy shall prevail.

8. **Beneficiary Designation.** In accordance with the terms of the Plan, you may name a Beneficiary who may exercise the Award under this Award Agreement in case of your death before you receive any or all of the 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.
9. **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.
10. **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.
11. **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 or inconsistency between the provisions of this Award Agreement and the terms applicable to stock incentive awards set forth in any employment agreement, offer letter, or other agreement or arrangement that you have entered into with Tyson and/or its affiliates, the former will always control. 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.
12. **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.
13. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
14. **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.
15. **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 of any type 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.
16. **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.

17. **Reduction to Maximize After-Tax Benefits.** Notwithstanding anything contained in this Award Agreement to the contrary, if the total payments to be paid to you under this Award, 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, in its sole discretion. 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.
18. **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.
19. **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/ Mary Oleksiuk

Title: EVP, Chief Human Resources Officer

**Tyson Foods, Inc.
2000 Stock Incentive Plan**

Stock Appreciation Right Award

* * *

Employee: **Participant Name**

Award: Stock Appreciation Right equal to **Quantity Granted** shares of Tyson Foods, Inc. Class A common stock, \$0.10 par value per share.

Grant Date: **November 19, 2018**

Base Price per Share: **\$ Grant Price USD**

Exercise Period: Earlier of (i) the tenth (10th) anniversary of the Grant Date or (ii) as otherwise defined herein.

Exercise Right: This Stock Appreciation Right Award may only be exercised as to its vested portion pursuant to the schedule below and as described herein.

Vesting Schedule: One-third (1/3) of Award Vested upon each anniversary of the Grant Date.

* * *

This Stock Appreciation Rights Award is granted on the Grant Date by Tyson Foods, Inc., a Delaware corporation, to the Employee (hereinafter referred to as “you”) identified above in this document (the “Award” as embodied by this “Award Agreement”).

1. **Terms and Conditions.** The Award is subject to all the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan or any successors thereto, as such plan or its successors may be amended and restated from time to time (the “Plan”). Unless otherwise defined herein, all capitalized terms in this Award Agreement shall have the meanings 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.** For purposes of this Award Agreement, “Cause”, “Change in Control”, “Disability”, “Good Reason”, “Retirement”, “Termination of Employment” and “Tyson” shall have the meanings set forth below:

a. “Cause” is defined as a Termination of Employment as a result of the occurrence of one or more of the following events:

- (i) Job-related misconduct or non-performance of duties;
- (ii) Violation of the policies of Tyson (including a violation of the Code of Conduct);
- (iii) Any willful and wrongful conduct or omission by you that injures Tyson;
- (iv) Any act by you of intentional misrepresentation or embezzlement, misappropriation or conversion of assets of Tyson;
- (v) 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, serious crime, job-related misdemeanor, or similar offense; or
- (vi) Your intentional or willful violation of any restrictive covenant or 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 failure to terminate you as a result of such event, be construed as a consent to the occurrence of that event or 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.

b. “Change in Control” shall have the meaning ascribed to it in the Plan but 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 Tyson 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.

c. “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 your behalf 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, or any successors thereto, and any regulations or rulings issued thereunder. In the event of a dispute, the determination of Disability will be made by the Committee (as defined in the Plan) and will be supported by the advice of a physician competent in the area to which such Disability relates.

d. “Good Reason” is defined as the occurrence of any one or more of the following actions or events without your written consent; provided that you may not rely on any particular action or event as a basis for terminating your employment for Good Reason unless you deliver a Notice of Good Reason based on that action or event within thirty (30) days of its initial occurrence and Tyson (or its successors) has failed to correct the circumstances cited by you as constituting Good Reason within thirty (30) days of such Notice of Good Reason and you resign within thirty (30) days following such failure:

(i) A material diminution in authority, duties or responsibilities (not merely a change in job title alone);

(ii) Greater than a fifteen percent (15%) decrease in the total of your then-current (i) base salary, (ii) target annual cash award opportunity under the Tyson Foods, Inc. Annual Incentive Plan, or any successors thereto, as such plan or its successors may be amended or restated from time to time, as determined by Tyson in its sole discretion, and (iii) target grant date value of the annual long-term incentive award under the Plan, as determined by Tyson in its sole discretion;

(iii) Transfer of your primary employment location beyond fifty (50) miles;

(iv) The failure by Tyson to obtain a satisfactory agreement from any successor to assume and agree to perform the obligations under this Award Agreement for at least twenty-four (24) months following a Change in Control; or

(v) Any action or event described in the above clauses (i)-(iii) taken by Tyson prior to a Change in Control at the request of the other party to the Change in Control transaction or otherwise in contemplation of the closing of a Change in Control transaction.

e. “Retirement” shall mean your voluntary or involuntary Termination of Employment from Tyson or its affiliates without Cause on or after the date you attain age sixty-two (62).

f. “Termination of Employment” shall have the meaning ascribed to it in the Plan but, in the event of a Change in Control, any successor and its affiliates shall replace Tyson and its affiliates in interpreting the meaning of a Termination of Employment.

g. “Tyson” means Tyson Foods, Inc. or any successor thereto.

3. Vesting.

3.1 **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 3. Notwithstanding any other provision of this Award Agreement to the contrary, any Awards which do not become vested in accordance with the Vesting Schedule as of your Termination of Employment will be forfeited back to Tyson, except as otherwise provided in Sections 3.2 and 3.3.

3.2 **Death, Disability or Retirement.** In the event of your Termination of Employment due to death, Disability or Retirement, you will be fully vested in the Award.

3.3 **Change in Control.** All unvested rights under the Award shall become fully vested immediately upon the occurrence of either of the following events, provided such event occurs no later than twenty-four (24) months following the Change in Control (to the extent the Award has not otherwise become fully vested prior to such event): (i) you experience a Termination of Employment by Tyson without Cause or (ii) you resign from your employment on account of Good Reason. The Award will be settled in the cash value of the form of consideration received by shareholders of Tyson Foods, Inc.’s Class A common stock in connection with the Change in Control transaction, except as otherwise determined by the Committee or provided by the express terms of the documentation establishing the terms of the Change in Control.

4. **Time of Exercise of Award.** The Award will be exercisable upon the Vesting Dates set forth herein. In the event of your Termination of Employment, your vested Award shall no longer remain exercisable, except as follows:

4.1 **Termination of Employment.** Except as provided in Section 4.2, in the event of your Termination of Employment, your vested Award will remain exercisable for a period of three (3) months from the Termination of Employment, but not longer than ten (10) years from the Grant Date.

4.2 **Death, Disability or Retirement.** In the event your Termination of Employment is due to death, Disability or Retirement, your vested Award will remain exercisable by you, or your Beneficiary in the case of your death, for a period of twelve (12) months, but not longer than ten (10) years from the Grant Date.

5. **Manner of Exercise of Award.** The Award, if exercisable, may be exercised through the following method as provided under the Plan: Cash of the excess of the Fair Market Value per Share at the date of exercise of the Stock Appreciation Right Based Bonus over the Base Price per Share multiplied by the number of vested shares subject to the Stock Appreciation Right Based Bonus to be exercised, minus the amount of any required tax withholding.
6. **Withholding Taxes.** By accepting the Award, you acknowledge and agree that you are responsible for, and that Tyson may withhold, all applicable income and other taxes, as well as any social insurance contributions and other deductions or withholdings required by applicable law, from any Award, including taxes applicable in your country of residence or employment. If applicable, Tyson shall withhold such taxes and social security contributions by any manner acceptable under the terms of the Plan and in accordance with applicable law and regulations. Tyson recommends that you seek the advice of your tax advisors regarding the tax treatment of your awards.
7. **Clawback.** Notwithstanding any other provision of this Award Agreement to the contrary, by executing this Award Agreement and accepting the Award, you agree and consent to the application and enforcement of any clawback policy that may be implemented by Tyson (whether in existence as of the Grant Date or later adopted, and as such policy may be amended from time to time) that may apply to you, any shares issued pursuant to the Award and/or any amount received with respect to any sale of any such shares, and you expressly agree that Tyson may take such actions as are necessary to effectuate the enforcement of such policy without your further consent or action. To the extent that the terms of the Award and any such policy conflict, then the terms of such policy shall prevail.
8. **Beneficiary Designation.** In accordance with the terms of the Plan, you may name a Beneficiary who may exercise the Award in case of your death before you receive any or all of the 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.
9. **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.
10. **Severability.** In the event that any one or more of the provisions or 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.
11. **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 or inconsistency between the terms of this Award Agreement and the terms applicable to stock incentive awards set forth in any employment agreement, offer letter, or other agreement or arrangement that you have entered into with Tyson and/or its affiliates, the former will always control. 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.
12. **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.
13. **Headings.** Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this Award Agreement.
14. **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 injunction in addition to any and all other rights and remedies under law or contract, and all such rights and remedies shall be cumulative.
15. **No Vested Right in Future Awards.** You acknowledge and agree by accepting 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.
16. **No Right to Continued Employment.** You acknowledge and agree 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 subject to applicable laws and regulations.

17. **No Rights as Shareholder.** You acknowledge and agree that you shall have no rights as a shareholder with respect to Tyson Foods, Inc. by virtue of this Award Agreement, and Tyson Foods, Inc. shall make no adjustment for any dividends or distributions or other rights on or with respect to the Award.
18. **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, United States of America, without giving effect to the conflict of laws principles thereof.
19. **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.
20. **Filing and Registration.** You shall fully cooperate with Tyson and/or its affiliates (as the case may be) to complete any approval/filing/registration procedures associated with the Plan and the Award as required under applicable laws and regulations in your country of residence or employment.
21. **Country-Specific Provisions.** If you are employed in a country other than the United States, please see Addendum A, Country-Specific Provisions, attached to and incorporated into this Award Agreement by this reference, for additional terms and conditions applicable to certain jurisdictions outside of the United States. Notwithstanding anything in this Award Agreement to the contrary, the terms and provisions of Addendum A shall supersede and control any conflicting terms and provisions set forth above for all purposes, but only to the extent applicable to the jurisdiction of your employment. Capitalized terms that are used without definition in Addendum A shall have the meanings assigned in this Award Agreement.

**Addendum A
Country-Specific Provisions**

Brazil

By accepting the Award, you understand and agree that you are responsible for paying income tax via payment voucher (carnê-leão) on or before the last business day of the month following that in which the Award is exercised.

China

The Award is a Stock Appreciation Right-Based Bonus granted solely by the legal entity established or registered in the People’s Republic of China (the “PRC”) that employs you (your “PRC Employer”, as identified below), and not Tyson Foods, Inc. Except for your PRC Employer, none of Tyson Foods, Inc. or any of its affiliates shall be deemed as a party to or otherwise bound by this Award Agreement. “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 and its subsidiaries, affiliates and related parties (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. “Retirement” shall mean your voluntary Termination of Employment from Tyson on or after the date you attain the then-applicable retiring age under the laws and regulations of the PRC. “Tyson” means your PRC Employer or any successor thereto.

In the event your employment is terminated by Tyson without Cause, you will be vested in a pro rata portion of any unvested Award subject to your timely execution and non-revocation of a Release. The pro rata portion will be calculated using 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 termination date; 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 by Tyson without Cause and your termination of employment occurs on or after both the first anniversary of the Grant Date and the then applicable retiring age under the laws and regulations of the PRC, you will be fully vested in your Award subject to your timely execution and non-revocation of a Release.

If applicable, Tyson shall withhold such taxes by any manner acceptable 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 and subject to the laws of the PRC. This Award Agreement and all determinations made and actions taken pursuant to this Award Agreement shall be governed by the laws of the PRC, without giving effect to the conflict of laws principles thereof. This Award Agreement has been executed by a representative of your PRC Employer:

Representative Signed: _____
Name: _____
Title: _____
PRC Employer: _____

Your signature below affirms your acceptance of this Award Agreement:

Team Member Signed: _____
Name: _____

Hong Kong

The Award is a Stock Appreciation Right-Based Bonus. **WARNING:** The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

Japan

The Award is considered a Stock Appreciation Right-Based Bonus.

Philippines

The Award is a Cash-Settled Stock Appreciation Right Award equivalent to the quantity of shares specified above. The award, exercise or vesting of this Cash-Settled Stock Appreciation Right does not entitle you to receive, acquire, or hold, directly or indirectly, any shares of Tyson Foods, Inc., at any time and should not be construed as a sale or offer for sale or distribution of any shares of Tyson Foods, Inc. The Award is subject to all the terms and conditions of the Plan, subject to the exception that the settlement of the Cash-Settled Stock Appreciation Right by virtue of this Award Agreement shall only be made in cash and not in shares of stock.

F19 SAR Gen ENG SR2 6
19SARGEN

TYSON FOODS

RELEASE AGREEMENT

This Release Agreement ("**Agreement** ") is made and entered into by and among Thomas Hayes PN # 817644 ("**you** ") and Tyson Foods, Inc. ("**Tyson**"). In consideration of the mutual promises contained herein, and subject to your execution and non-revocation of this Agreement, the parties hereby agree as follows:

(1) Termination of Employment. Your employment with Tyson is terminated as of December 1, 2018 ("**Separation Date**"). The parties wish to settle and compromise fully any and all claims and issues that have been raised or could be raised by you. Tyson shall continue your base salary and benefits as required under Section 2 of the Employment Agreement (as defined below) through the Separation Date.

(2) C onsider ation. You also acknowledge and agree that you would not otherwise be entitled to the benefits provided under subsection (i), (ii), (iii), (iv), or (v) below but for entering into this Agreement.

(i) Sever an ce Benefit. Subject to your execution and non-revocation of this Agreement, Tyson will pay you the amounts set forth in Section 4(b) of your employment agreement dated November 17, 2016 (the "**Employment Agreement**"). Tyson will pay you the sum of (x) 24 months of your current base salary , which is \$1 , 207,500.00 per year (\$2,415 , 000.00 in the aggregate) and (y) two times your annual cash-based target bonus , which target bonus is \$1,811,250.00 per year (\$3,622,500.00 in the aggregate), for a total payment of \$6,037 , 500.00 in the aggregate, payable over 24 months through its regular payroll practice beginning on the first payroll payment date commencing on or after the effective date of this Release, except as otherwise provided under Section 8 of your Employment Agreement (the "**Separation Payments**"). To the extent necessary, the first payment will be a "catch up" payment that will include any inst allments that accrue during the period from the Separation Date to the date of the first payment but are withheld pending the agreement becoming effective. These Separation Payments constitute gross wages, subject to applicable withholdings for federal, state, and local taxes , Social Security, and other required withholdings. You acknowledge that the Separation Payments are in lieu of any other severance payments under any severance plan of Tyson's or any of its affiliates.

(ii) Subsi diz ed Health Care Continuation. Subject to your execution and non- revocation of this Agreement, if upon the Separation Date you are eligible for and timely elect COBRA health continuation coverage under Tyson's group health plan(s) for yourself and , if applicable, your eligible dependents, such coverage will be paid for by Tyson, less the portion of the premium cost paid by active employees for the same coverage, for the period beginning with the first day of the COBRA health continuation coverage period and ending on the date on which occurs the earliest of the following: (i) the date you cease to be entitled to receive any payments under Section 4(b)(iv) of your Employment Agreement for any reason ; (ii) the date you cease to be eligible for COBRA health continuation coverage; (iii) 18 months; or (iv) the date the you notify Tyson that you no longer desire coverage under Tyson's group health plan(s). It is understood that your coverage under all Tyson benefit plans other than its group medical, dental,

/s/ TH

vision and drug plan(s), including, but not limited to, retirement, disability, accidental death and dismemberment, life insurance, vacation and stock plans cease as of the Separation Date.

(iii) Conditional Vesting of Restricted Stock. Subject to your execution and non-revocation of this Agreement, you will become vested in a pro rata share of your unvested restricted stock awards that are outstanding on the Separation Date, all as set forth on Exhibit A.

(iv) Conditional Vesting of Performance Shares. Subject to your execution and non-revocation of this Agreement, you will become vested in a pro rata portion of any performance shares under performance share awards that are outstanding on the Separation Date, as set forth on Exhibit A, provided the applicable performance criteria are 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 (iv) 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.

(v) Conditional Vesting of Stock Options. Subject to your execution and non-revocation of this Agreement, you will become fully vested in the unvested stock options, as set forth on Exhibit A, that are outstanding on the Separation Date, all as provided by, and subject to, the terms of each specific stock option grant or award agreement.

(vi) Other Benefits. A summary of the other benefits you are entitled to, including under the terms of the Company's qualified plans, is set forth on Exhibit A.

(3) General Release. In consideration for the items provided in Section 2 above, you, on behalf of yourself and your spouse, family, heirs, executors, administrators, attorneys, agents and assigns, hereby waive, release and forever discharge Tyson, together with Tyson's parents, partnerships, subsidiaries, divisions, affiliates, other related entities, whether direct or indirect, and their joint ventures and joint venturers (including its and their respective directors, officers, associates, employees, shareholders, partners and agents, past, present, and future), and each of its and their respective fiduciaries, trustees, predecessors, successors and assigns (hereinafter collectively referred to as "**Releasees**"), from any and all known or unknown actions, causes of action, claims, matters, suits, charges, controversies, demands, rights, judgements, damages, costs, expenses, attorney's fees, compensation, debts or liabilities of any kind whatsoever which have been or could be asserted against the Releasees arising out of, in connection with or related to your employment or service with and/or separation from employment or service with Tyson and/or any of the other Releasees and/or any other occurrence up to and including the date of this Agreement, including but not limited to:

- (a) claims, actions, causes of action or liabilities arising under the Worker Adjustment and Retraining Notification Act as amended, Title VII of the Civil Rights Act of 1964, as amended, Sections 1981 through 1988 of Title 42 of the United States Code, as amended, the Civil Rights Act of 1991, as amended, the Civil Rights Act of 1866, the National Labor Relations Act, the Fair Labor Standards Act, as amended, the Federal Occupational Safety and Health Act, as amended, the Employee Retirement Income Security Act of 1974, as amended,

/s/ TH

the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, as amended, the Family and Medical Leave Act of 1993, as amended, the Sarbanes-Oxley Act, as amended, and/or any other federal, state, municipal, or local employment discrimination statutes, laws, regulations, ordinances or executive orders (including, but not limited to, claims based on age, sex, attainment of benefit plan rights or entitlement to plan benefits, entitlement to prior notice, race, color, religion, national origin, source of income, union activities, marital status, sexual orientation, ancestry, harassment, parental status, handicap, disability, retaliation, and veteran status); and/or

- (b) claims or rights you may have as of the date you sign this Agreement arising under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Sec. 621, *et seq.* ("**ADEA**"). You further agree that your waiver of rights under this Agreement is knowing and voluntary and in compliance with the Older Workers Benefit Protection Act of 1990; and/or
- (c) claims, actions, causes of action or liabilities arising under any other federal, state, municipal, or local statute, law, ordinance, regulation, constitution or executive order; and/or
- (d) any other claim whatsoever including, but not limited to, claims for severance pay, claims for salary/wages/commissions/bonus, claims for expense reimbursement, claims based upon breach of contract, wrongful termination, defamation, intentional infliction of emotional distress, tort, personal injury, invasion of privacy, violation of public policy, negligence and/or any other common law, statutory or other claim whatsoever relating to your employment with and/or separation from employment with Tyson and/or any of the other Releasees.

(4) Exclusions from General Release. Notwithstanding the above General Release of all claims, you are *not* waiving or releasing (i) any claims or rights which cannot be waived by law, (ii) claims for workers' compensation, (iii) claims arising after the date on which you sign this Agreement, (iv) claims for vested or accrued benefits under a Releasee's qualified employee benefit plan, (v) claims to enforce the terms of this Agreement, (vi) any rights you may have to indemnification, contribution or reimbursement for claims against you arising out of or related to the offices or positions you held during your employment or the services you provided to Tyson, whether under the articles of incorporation, bylaws, or other governing documents of Tyson, the common law, any applicable statute, any contract or agreement with Tyson, or any policies of insurance, or (vii) your right to file a charge with the United States Equal Employment Opportunity Commission ("**EEOC**") or to participate in an EEOC investigation. You are, however, freely waiving all rights to recover money or other individual relief in connection with any EEOC charge or investigation.

(5) Cov enant Not to Sue. A "covenant not to sue" is a legal term which means you promise not to file a lawsuit in court. It is different from the General Release of claims contained in paragraph (3) above because, in addition to waiving and releasing the claims covered by paragraph (3) above, you further promise and represent that (i) you have no pending

/s/ TH

lawsuits against the Releasees with any municipal, state or federal court or non-governmental entity, and (i i) you will not sue any of the Releasees or become party to a lawsuit in any forum for any reason whatsoever relating to any claim subject to the release in paragraph (3) as limited by paragraph (4). If you break this promise, Tyson shall be entitled to apply for and receive an injunction to restrain any violation of this paragraph. Further, Tyson may cease providing the Separation Payments to you and you shall be required to repay all but \$200 of the Separation Payments. Alternatively, at Tyson's option, you shall be liable for the payment of all legal costs, including reasonable attorneys' fees, paid by Tyson in connection with any lawsuit you file. Notwithstanding this covenant not to sue, you may bring a claim or lawsuit to challenge the validity of this Agreement under the ADEA. You are, however, specifically waiving your right to any monetary recovery or other relief under the ADEA.

(6) Employee Acknowledgements. You further agree that: (i) you have been paid for all hours worked, including overtime; (ii) you have not suffered any on-the-job injury for which you have not already filed a claim; (iii) you have received all leave you requested and for which you were eligible; (iv) you have received all wages, compensation, vacation pay and other benefits due to you as of the date of this Agreement; and (v) you have fully complied with Section 6(d) of the Employment Agreement, "Removal and Return of Tyson Property."

(7) Cessation of Authority. You agree that, as of September 30, 2018, you have resigned from all boards, offices and other positions with Tyson or any of its subsidiaries or affiliates or from any board or committee of an association or industry group where you represent Tyson. You further understand and agree that as of such date, you are no longer authorized to incur any expenses, obligations or liabilities, or to make any commitments on behalf of Tyson. You also agree to submit to Tyson on or before the Separation Date, any and all expenses incurred by you through that date and disclose to Tyson any and all contracts or other obligations entered into by you on behalf of Tyson.

(8) Confidentiality of Agreement. You further agree that you shall keep all terms of this Agreement confidential (to the extent such terms are not already publicly known as a result of securities filings made by Tyson), except that you may make necessary disclosures to attorneys or tax advisors that you retain to advise you in connection with this Agreement and/or as may be required by law.

(9) Confidential Information and Restrictive Covenants. You agree and acknowledge that you continue to be subject to the provisions of Section 6 of the Employment Agreement (the "**Confidential Information and Restrictive Covenants**"). You further agree that if you breach the Confidential Information and Restrictive Covenants, then (a) Tyson shall be entitled to apply for and to receive an injunction to restrain such breach and (b) you shall be obligated to pay to Tyson its costs and expenses in enforcing the Confidential Information and Restrictive Covenants (including court costs, expenses, and reasonable legal fees). In addition, you acknowledge and agree that, in the event of any breach by you of the Confidential Information and Restrictive Covenants, 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. Nothing in this Agreement or the Employment Agreement will preclude, prohibit or restrict you from (i) communicating with any federal, state or local administrative or regulatory agency or authority, including but not limited to the

/s/ TH

Securities and Exchange Commission (the "**SEC**"); or (ii) participating or cooperating in any investigation conducted by any governmental agency or authority. Nothing in this Agreement or the Employment Agreement prohibits or is intended in any manner to prohibit, you from (1) reporting a possible violation of federal or other applicable law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the SEC, the U.S. Congress, and any governmental agency, or (2) making other disclosures that are protected under whistleblower provisions of federal law or regulation. Notwithstanding anything contained in this Agreement or the Employment Agreement, you do not need the prior authorization of anyone at Tyson to make any such reports or disclosures, and you shall not be required to notify Tyson that you have made such reports or disclosures. Nothing in this Agreement or the Employment Agreement or any other agreement or policy of Tyson is intended to interfere with or restrain the immunity provided under 18 U.S.C. §1833(b). You will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (x) (A) in confidence to federal, state or local government officials, directly or indirectly, or to an attorney, and (B) for the purpose of reporting or investigating a suspected violation of law; (y) in a complaint or other document filed in a lawsuit or other proceeding, if filed under seal; or (z) in connection with a lawsuit alleging retaliation for reporting a suspected violation of law, if filed under seal and does not disclose the trade secret, except pursuant to a court order.

(10) Additional Tyson Remedies. You also acknowledge the Releasees' right to enforce this Agreement in any court of competent jurisdiction. You further agree that if you breach any of your promises herein, the affected Releasee(s) shall be irreparably harmed as a matter of law and shall be entitled to immediate injunctive relief, plus its reasonable attorneys' fees and any other litigation costs incurred in enforcing this Agreement.

(11) Non-Admissions. The facts and terms of this Agreement are not an admission by the parties of liability or other wrongdoing under any law. Further, each party acknowledges and agrees that there has been no determination that either party has violated any federal, state or local law, regulation, order or other legal principle or authority. You further acknowledge that no precedent, practice, policy or usage shall be established by this Agreement or the Separation Payments offered hereunder.

(12) Execution and Revocation. You agree that you have been given at least twenty one (21) days to consider this Agreement before signing it. This Agreement must be signed on or within five (5) days after your Separation Date. Following your execution of this Agreement, you have seven (7) days in which to revoke this Agreement. To be effective, the revocation shall be made in writing and delivered to and received by the Chief Human Resources Officer at the address below no later than the seventh (7th) day after you execute this Agreement. Any attempted revocation not actually received on or before the revocation deadline shall not be effective. This entire Agreement will be void and of no force and effect if you choose to revoke it, and you will not receive the Separation Payments. If you do not revoke it, this Agreement shall, on the eighth (8th) day after execution become fully effective and enforceable.

(13) Severability. If any provision of this Agreement is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any controlling law, the remainder of this Agreement shall continue in full force and effect.

/s/ TH

(14) Jurisdiction. This Agreement shall in all respects be interpreted, enforced and governed under applicable federal law and in the event reference shall be made to state law, the internal laws of the State of Arkansas shall apply without regard to choice of law principles. Any and all lawsuits, Legal actions or proceedings arising out of this Agreement will be brought in Arkansas state court located in Washington County, Arkansas or the federal court of competent jurisdiction sitting in or nearest to Washington County, Arkansas, and each party shall submit to and accept the exclusive jurisdiction of such court for the purpose of such suit, legal action or proceeding. Each party irrevocably waives any objection it may have now or any time in the future to this choice of venue and further waives any claim that any suit, legal action or proceeding brought in any such court has been brought in an inappropriate forum. You shall stipulate in any proceeding that this Agreement is to be considered for all purposes to have been executed and delivered within the geographic boundaries of the State of Arkansas. The parties acknowledge that, by signing this Agreement, they are waiving any right that they may have to a trial by jury for any matter related to this Agreement.

(15) No Knowledge of Illegal Activity. You further acknowledge you have no knowledge of any actions or inactions by any of the Releasees or by you that you believe could possibly constitute a basis for a claimed violation of any federal, state, or local law, any common law or any rule promulgated by an administrative body except such action or inactions as are already known to Tyson.

(16) Employee Assistance. You further agree to provide reasonable assistance and cooperation to Tyson in connection with any litigation or similar proceeding that may exist or may arise regarding events as to which you have knowledge due to your former employment with Tyson. Your obligation to provide assistance shall continue through the period of Separation Payments. Tyson will compensate you for reasonable and requested travel and other expenses incidental to any such request and shall use reasonable efforts to schedule any assistance and cooperation around other professional and personal obligations you may have.

(17) Additional Employee Acknowledgements. You hereby acknowledge and agree that:

- You are entering into this Agreement freely, knowingly and voluntarily, and were in no manner coerced into signing it;
- You have been advised to consult with an attorney before signing this Agreement;
- You have read this Agreement in its entirety and understand its terms;
- THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS;
- In the event of a group termination as determined by Tyson, you will have received, along with this Agreement, a listing of job titles and ages of

/s/ TH

- Tyson employees selected and not selected for termination in connection with Tyson's group termination;
- You understand you have had at least twenty-one (21) days to consider this Agreement before signing it;
- You understand that you have seven (7) days after signing the Agreement to revoke it;
- You are not otherwise entitled to the Separation Payments or any other benefits contemplated by Section 2 of this Agreement which you will receive in exchange for signing and not later revoking this Agreement; and
- This Agreement is the entire Agreement between you and Tyson regarding the termination of your employment with Tyson.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

/s/ TH

Thomas P. Hayes

(Name of Eligible Employee - Please Print)

/s/ Tom Hayes

(Signature of Eligible Employee)

Dec 1, 2018

(Date)

Tyson Foods, Inc.
By Mary Oleksiuk
Title EVP & CHRO

PLEASE RETURN THE SIGNED AND DATED RELEASE AGREEMENT TO HUMAN RESOURCES AT THE FOLLOWING ADDRESS:

Chief Human Resources Officer
Tyson Foods, Inc., CP481
2200 Don Tyson Parkway Springdale, Arkansas 72762-6999

With a copy to:

Manan Shah
Milbank
28 Liberty Street
New York, NY 10005

Exhibit A

**Tom
Hayes**

PN	817644	Last day worked	12/1/2018	Age at Term	53.85
Term Reason	Treated as involuntary termination without cause for vesting equity grants	Term Eff. Date	12/2/2018	Service at Term	12.51

Stock Options (requires a signed Separation Agreement and General Release)

Grant Date	Grant Price	Total Outstanding	Exercisable Before Term	Exercisable After Term	Notes
11/17/2017	\$77.97	75,426	—	75,426	100% vest; one year to exercise
11/28/2016	\$58.34	73,739	14,748	73,739	100% vest; one year to exercise
11/30/2015	\$50.00	24,505	12,253	24,505	100% vest; one year to exercise
11/21/2014	\$42.26	41,745	41,745	41,745	one year to exercise
		<u>215,415</u>	<u>68,746</u>	<u>215,415</u>	

Restricted Stock (requires a signed Separation Agreement and General Release)

Grant Date	Restricted Outstanding	Pro-rated Vested Amount After Term ¹	Notes
11/17/2017	17,846.547	6,170,781	prorated over vesting period
11/28/2016	20,892.614	14,133,805	prorated over vesting period
11/30/2015	<u>8,738.371</u>	<u>8,738,371</u>	prorated over vesting period
	47,477.532	29,042,957	

1. The value of the shares shown will be considered taxable income on the date a Release Agreement is signed and not later revoked. The net shares after tax, will be delivered following the later of a.) termination date or b.) the end of the revocation period (8 days after signing the Separation Agreement).

Performance Stock (requires a signed Separation Agreement and General Release)

Grant Date	Perf Shares Outstanding	Pro-rated Amount After Term ²	Final Measurement Date	Notes
11/17/2017	35,269.976	12,195,260	10/3/2020	prorated over vesting period
11/28/2016	40,709.633	27,539,973	9/28/2019	prorated over vesting period
11/30/2015	<u>16,864.95</u>	<u>16,864,950</u>	9/29/2018	prorated over vesting period
	92,844.559	56,600,183		

2. Final shares to be determined after final measurement done based on company achievement of performance goals

New ESP (Contributions 2005 and After)

\$15,335.60	2015-2018 Balances as of 9-17-18	If DOT 12-1-2018 Lump sum June 2019 (Lump sum default; less than 401k limit)
-------------	----------------------------------	---

5 annual installments beg. later of Jan following termination or Jan following age 62

/s/ TH

Hillshire Executive Deferred Compensation Plan		<u>If DOT 12-1-2018</u>
\$1,664,832.76	Balances as of 9-17-18	Lump sum Jan 2020
Lump sum Jan 2020		

Hillshire 401k SERP		<u>If DOT 12-1-2018</u>
\$966,961.27	Balances as of 9-17-18	Lump sum July 2019
Lump sum in seventh month following termination of employment		
This election cannot be changed.		

Supplemental Executive Retirement Plan (SERP)	
Not vested. Forfeiture of benefits.	

Annual Incentive Plan	
\$1,347,242	FY18 estimated award at current projected funding level; final amount to be adjusted for final results.
\$313,486	FY19 estimated pro-rated award at target.

/s/ TH



January 28, 2019

Chad Martin
Tyson Foods, Inc.
2200 W. Don Tyson Parkway
Springdale, AR 72762

Dear Mr. Martin,

Congratulations! On behalf of Tyson Foods, Inc., it is our pleasure to offer you a promotion to the position of Group President Poultry, reporting directly to **Noel White, President and Chief Executive Officer**.

The details of the offer are listed below:

Since you already are eligible to receive benefits at Tyson Foods, your eligibility will continue uninterrupted.

1. **Base Salary:** You will receive an annual base salary of **\$600,000** and you will be paid biweekly. Your job is exempt from minimum wage and overtime obligations under the Fair Labor Standards Act.
2. **Annual Cash Incentive:** You will continue to be eligible to participate in Tyson Foods, Inc. Annual Incentive Plan. The target annual incentive for your new role is 110% of your base salary. Annual incentive payments are made under the plan then in effect, and subject to the discretion of senior management along with an assessment of company, business unit/function, and individual performance. Upon the effective date of your promotion, you will be eligible for prorated participation at your new target incentive for the remainder of fiscal year 2019. For the portion of fiscal year 2019 in your prior position, your prior target incentive will remain in effect. You must be an active Tyson Foods employee on the payment date to receive any payout.
3. **Long Term Stock Incentive:** You will continue to be eligible to participate in the Tyson Foods long-term incentive (LTI) program. Your new LTI target award and mix for your level is **\$1,500,000** of non-qualified stock options, restricted stock and performance shares. All award grants will follow the normal program guidelines and mix aligned with your level in the organization at the time of the grant and are made at the discretion of the company.

4. **One-Time Restricted Stock Award:** In connection with your promotion, you are eligible to receive a one-time Restricted Stock award in the amount of \$804,000. This award will be granted on the next quarterly off-cycle grant date following the effective date of your promotion, in accordance with the off-cycle stock grant provisions at Tyson Foods, and will vest 100% on the three (3) year anniversary of the grant date pursuant to the terms of the award agreement.
5. **Stock Purchase Plan:** You will continue to be eligible to participate in the Tyson Foods, Inc. Employee Stock Purchase Plan. You may contribute (on an after-tax basis) up to 20% of your base salary to this plan. Currently, Tyson Foods matches 25% of the first 10% of base salary you contribute. This plan provides for 100% immediate vesting of both your contributions and the company match.
6. **Retirement Savings Plan – 401(k):** You will continue to be eligible to participate in the 401(k) Retirement Savings Plan of Tyson Foods, Inc. Under the current plan, Tyson Foods matches 100% of the first 3% you contribute and 50% of the next 2% you contribute. You may contribute up to 60% of your eligible compensation to this plan until your contributions for the year reach the IRS maximum contribution or maximum compensation limits. This plan provides for 100% immediate vesting of both your contributions and the company match.
7. **Executive Savings Plan:** If you are projected to reach the maximum IRS contribution limits in the Retirement Savings Plan (based on your contribution election to that plan) you can then begin deferring up to 60% of base pay into the Executive Savings Plan of Tyson Foods, a non-qualified deferred compensation plan. This plan is available to highly compensated employees, as defined by IRS regulations, and is available to those who wish to defer additional dollars over and above the IRS limits for qualified plans. You may also defer up to 100% of your annual cash incentive to the plan. All deferrals and payout elections must be elected during the annual election period each December prior to the deferral year. This plan provides company matching contributions in the same manner as the RSP. Additionally, as a member of the ELT, the Executive Savings Plan provides a contribution of 4% of your salary and annual incentive payment, as they are paid.
8. **Employee Health, Life and LTD Benefits :** You and your eligible dependents will continue to be able to participate in the Tyson Foods, Inc. Group Health Plan, including medical, dental, vision, and prescription drug coverage. Your premium amount will be deducted from your payroll check on a pre-tax basis. At the time you enroll in the plan, you will also be enrolled in company-paid life insurance and the accidental death and dismemberment plans, each in the amount of one (1) times your annual salary. You will also participate in the company-paid Executive long-term disability insurance program which provides a tax-free benefit of 60% (up to plan limits) of the sum of the following: base pay, most recent annual cash incentive payment, and value of your most recent annual LTI grant.

9. **Executive Rewards Allowance:** You will continue to be eligible for the Executive Rewards Allowance, which will provide you with an annual cash allowance of \$12,000 (paid \$461.54 each pay period). The allowance is an additional fringe benefit provided in recognition of the unique needs of an executive level team member beyond the core benefits package. The allowance is taxable income and can be used at your discretion to fund an array of items based upon the needs of you and your family (for example, financial and estate planning, executive physical, cell phone, etc.). There are no claims forms to remit or file. We are pleased to include the allowance as part of a valued, flexible and comprehensive rewards package.
10. **Officer Life Benefits:** You continue to be eligible for additional company-paid life insurance in the amount of two (2) times your annual base salary (subject to limitations in accordance with the plan). This is in addition to the one (1) times annual salary life under the Group Life Plan.
11. **Vacation:** You will continue to receive four (4) weeks of vacation on your annual Company service anniversary date.
12. **Relocation:** Tyson has partnered with Graebel Relocation Services Worldwide (Graebel) to assist you in coordinating your relocation. Upon receiving the completed relocation request form, payback agreement, and relocation assessment form, Graebel will assign a dedicated consultant who will be your primary point of contact throughout your move. Your consultant will guide you through every step of the relocation process and answer any questions.
13. **Promotion Effective Date:** Your promotion effective date will be January 28, 2019.

As a material term to your acceptance of this offer of employment, you represent and warrant that you are not under any pre-existing obligation inconsistent with the provisions of this offer letter, and you represent that your performance of all the terms of this offer letter will not breach any invention assignment or proprietary information agreement or non-competition or non-solicitation agreement with any former employer or other party.

If you have any questions regarding this offer or need additional information, please do not hesitate to contact me.

Sincerely,

Noel White
President and CEO
Tyson Foods, Inc.

This letter is not intended nor should it be considered a contract of employment for a definite or indefinite period. If employed, you will be considered an employee at will. Employment is

dependent on the completion of the entire employment process, to include fulfillment of all contingencies listed in this letter.

The terms of this offer letter supersede all other promises or offers previously made. This document is a formal offer of employment and includes a summary only of the relevant benefits you may be eligible to receive to the extent the coverages remain available by law.

This letter only provides general information about the benefit plans, compensation programs and other human resource policies at Tyson Foods. The official plan document or human resource policy, as applicable, contains all terms and conditions, and will govern any inconsistencies between this letter and such plan or policy. Tyson Foods also reserves the right to amend or terminate any of its plans or policies (including salaries, annual cash incentives, and long-term stock incentives) at any time and for any reason to the fullest extent permitted by law.

Accepted and agreed to by:

/s/ Chad Martin

Chad Martin

Date: 1/30/2019



January 16, 2019

Donnie King
5203 Clear Creek Blvd
Fayetteville, AR 72704

Dear Donnie,

Congratulations! On behalf of Tyson Foods, Inc., it is our pleasure to offer you the position of Group President - International, reporting directly to Noel White, Chief Executive Officer.

This revised offer (which simply corrects your prior offer letter, which you accepted on January 10, 2019, to reflect that you are not eligible for bridging of service and addresses that difference through up to \$37,550 in additional payments) is contingent upon the successful completion and, if applicable, verification of satisfactory results (each as determined by Tyson Foods) of the following on or before your start date:

- Post-offer drug screen;
- Provision of the documents necessary to establish your identification and work eligibility under the Immigration Control and Reform Act of 1986;
- Non-Competition and Non-Solicitation Agreement (enclosed), as accepted and agreed to by you without any modification to its covenants and provisions; and
- Background investigation and/or credit check, if required for your position. You will be provided with additional documentation to complete if either or both of these requirements apply to you.

The details of the offer are listed below:

Note: Your “**benefits effective date**” at Tyson Foods is the first day of the calendar month following completion of 59 days of continuous full-time employment.

1. **Base Salary:** You will receive an annual base salary of \$850,000 and you will be paid biweekly. Your job is exempt from minimum wage and overtime obligations under the Fair Labor Standards Act.
2. **Sign-on Payment:** Contingent on a February 4, 2019, or earlier, start date, and as part of your acceptance of employment with Tyson Foods, you will receive a sign-on payment of

\$350,000 (less taxes and other applicable withholdings). Your sign-on payment will be distributed on the first bi-weekly payroll check you receive.

3. **Non-Bridging Payments:** As we had originally represented that you would be eligible for bridging of service and this impacts your medical benefits, 401(k) match, and ESPP match eligibilities, we will provide you the following additional payments (less taxes and other applicable withholdings):
 - A. \$5,100, payable at the same time as your sign-on payment, as you will not be eligible for medical benefits on your first day of employment.
 - B. \$11,200 if you enroll in the Retirement Savings Plan with at least a 5% deferral rate effective with your benefits effective date. This payment will be made as soon as administratively possible after your benefits effective date.
 - C. \$21,250 if you enroll in the Stock Purchase Plan with at 10% of your salary effective with your benefits effective date. This payment will be made as soon as administratively possible after your benefits effective date.
4. **Annual Cash Incentive:** You will be eligible to participate in Tyson Foods, Inc. Annual Incentive Plan. The current target annual incentive for your role is 110% of your base salary. Annual incentive payments are made under the plan then in effect, and subject to the discretion of senior management along with an assessment of company, business unit/function, and individual performance. You will be eligible for prorated participation for fiscal year 2019 if you begin your employment with Tyson Foods by June 30, 2019. You must be an active Tyson Foods employee on the payment date to receive any payout.
5. **Long Term Stock Incentive:** You are eligible to participate in the Tyson Foods long-term incentive (LTI) program. The current LTI target award for your level is \$2,100,000, currently in a mix of non-qualified stock options, restricted stock and performance shares. All award grants will follow the normal program guidelines and mix aligned with your level in the organization at the time of the grant and are made at the discretion of the company.
6. **Sign-On Restricted Stock Award:** Contingent on a February 4, 2019, or earlier, start date, and as you will not be eligible for a Long Term Stock Incentive Award, until the grant for FY2020, expected to be granted in November 2019, you are eligible to receive a sign-on Restricted Stock award in the amount of \$1,400,000. This award will be granted on the next quarterly off-cycle grant date following your start date, in accordance with the off-cycle stock grant provisions at Tyson Foods, and will vest 100% on the three (3) year anniversary of the grant date pursuant to the terms of the award agreement.
7. **Special Restricted Stock Award:** As part of your acceptance of employment with Tyson Foods, you will receive a receive a one-time Special Restricted Stock award in the amount of \$2,000,000. This award will be granted on the next quarterly off-cycle grant date following your start date, in accordance with the off-cycle stock grant provisions at Tyson Foods, and will vest 100% on the three (3) year anniversary of the grant date pursuant to the terms of the award agreement. However, contrary to other off-cycle stock

grant provisions at Tyson Foods, this grant will only vest if you are actively employed on the vesting date.

8. **Stock Purchase Plan:** Upon reaching your benefits effective date, you will be eligible to participate in the Tyson Foods, Inc. Employee Stock Purchase Plan. You may contribute (on an after-tax basis) up to 20% of your base salary to this plan. After one year of service, Tyson Foods will match 25% of the first 10% of base salary you contribute. This plan provides for 100% immediate vesting of both your contributions and the company match.
9. **Retirement Savings Plan – 401(k):** Upon reaching your benefits effective date, you will be eligible to participate in the Retirement Savings Plan of Tyson Foods, Inc., which includes a 401(k) feature. After one year of service, Tyson Foods will match 100% of the first 3% you contribute and 50% of the next 2% you contribute. You may contribute up to 60% of your eligible compensation to this plan until your contributions for the year reach the IRS maximum contribution or maximum compensation limits. This plan provides for 100% immediate vesting of both your contributions and the company match.
10. **Executive Savings Plan:** If you are projected to reach the maximum IRS contribution limits in the Retirement Savings Plan (based on your contribution election to that plan) you can then begin deferring up to 60% of base pay into the Executive Savings Plan of Tyson Foods, a non-qualified deferred compensation plan. This plan is available to highly compensated employees, as defined by IRS regulations, and is available to those who wish to defer additional dollars over and above the IRS limits for qualified plans. You may also defer up to 100% of your annual cash incentive to the plan. All deferrals and payout elections must be elected during the annual election period each December prior to the deferral year. This plan provides company matching contributions in the same manner as the RSP. Additionally, as a member of the ELT, the Executive Savings Plan provides a 4% of your salary and AIP, as they are paid, contribution to your account.
11. **Employee Health, Life and LTD Benefits :** Upon reaching your benefits effective date, you and your eligible family members will be eligible to participate in the Tyson Foods, Inc. Group Health Plan, including medical, dental, vision, and prescription drug coverage. Your premium amount will be deducted from your payroll check on a pre-tax basis. At the time you enroll in the plan, you will also be enrolled in company-paid life insurance and the accidental death and dismemberment plans, each in the amount of one (1) times your annual salary. You will also participate in the company-paid Executive long-term disability insurance program which provides a tax-free benefit of 60% of the sum of the following: base pay, annual cash incentive, and a portion of restricted stock and stock option value.
12. **Executive Rewards Allowance:** Upon hire you will be eligible for the Executive Rewards Allowance, which will provide you with an annual cash allowance of \$12,000 (paid \$461.54 each pay period), prorated based on your start date. The allowance is an additional fringe benefit provided in recognition of the unique needs of an executive level team member

beyond the core benefits package. The allowance is taxable income and can be used at your discretion to fund an array of items based upon the needs of you and your family (for example, financial and estate planning, executive physical, cell phone, etc.). There are no claims forms to remit or file. We are pleased to include the allowance as part of a valued, flexible and comprehensive rewards package.

13. **Officer Life Benefits:** Upon reaching your benefits effective date, you will be eligible for additional company-paid life insurance in the amount of two (2) times your annual base salary (subject to limitations in accordance with the plan). This is in addition to the one (1) times annual salary life under the Group Life Plan.
14. **Vacation:** You will receive four (4) weeks of vacation upon reaching your benefits effective date, then four (4) weeks on your annual service anniversary date thereafter.
15. **Start Date:** This will be a mutually agreed upon date and time by the hiring manager and you; provided that, all contingencies and requirements described in this offer letter must be completed (as determined by Tyson Foods) before your employment may commence.

As a material term to your acceptance of this offer of employment, you represent and warrant that you are not under any pre-existing obligation inconsistent with the provisions of this offer letter, and you represent that your performance of all the terms of this offer letter will not breach any invention assignment or proprietary information agreement or non-competition or non-solicitation agreement with any former employer or other party.

We look forward to welcoming you back to the team! If you have any questions regarding this offer or need additional information, please do not hesitate to contact me at 479-290-5114. We look forward to hearing from you within the time frame we discussed.

Sincerely,

Mary Oleksiuk

Chief Human Resources Officer

Tyson Foods, Inc.

This letter is not intended nor should it be considered a contract of employment for a definite or indefinite period. If employed, you will be considered an employee at will. Employment is dependent on the completion of the entire employment process, to include fulfillment of all contingencies listed in this letter.

The terms of this offer letter supersede all other promises or offers previously made. This document is a formal offer of employment and includes a summary only of the relevant benefits you may be eligible to receive to the extent the coverages remain available by law.

This letter only provides general information about the benefit plans, compensation programs and other human resource policies at Tyson Foods. The official plan document or human resource policy, as applicable, contains all terms and conditions, and will govern any inconsistencies between this letter and such plan or policy. Tyson Foods also reserves the right to amend or terminate any of its plans or policies (including salaries, annual cash incentives, and long-term stock incentives) at any time and for any reason to the fullest extent permitted by law.

Accepted and agreed to by:

/s/ Donnie King

Donnie King

Date: 1/17/2019

CERTIFICATIONS

I, Noel White, 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 7, 2019

/s/ Noel White

Noel White

President and Chief Executive Officer

CERTIFICATIONS

I, Stewart Glendinning, 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 7, 2019

/s/ Stewart Glendinning

Stewart Glendinning

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 29, 2018 , as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Noel White, 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/ Noel White

Noel White

President and Chief Executive Officer

February 7, 2019

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 29, 2018, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Stewart Glendinning, 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/ Stewart Glendinning

Stewart Glendinning

Executive Vice President and Chief Financial Officer

February 7, 2019