

# TYSON FOODS INC

## FORM 8-K (Current report filing)

Filed 06/14/12 for the Period Ending 06/13/12

Address	2200 DON TYSON PARKWAY SPRINGDALE, AR 72762-6999
Telephone	479-290-4000
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SIC Code	2015 - Poultry Slaughtering and Processing
Industry	Food Processing
Sector	Consumer/Non-Cyclical
Fiscal Year	09/30

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**Current Report**

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

**Date of Report (Date of Earliest Event Reported): June 13, 2012**

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**Tyson Foods, Inc.**

(Exact name of Registrant as specified in its charter)

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**Delaware**

(State of incorporation or organization)

**001-14704**

(Commission File Number)

**71-0225165**

(IRS Employer Identification No.)

**2200 Don Tyson Parkway, Springdale, AR 72762-6999**

**(479) 290-4000**

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

**Not applicable**

(Former name, former address and former fiscal year, if applicable)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions ( *see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On June 6, 2012, Tyson Foods, Inc. (the “Company”) commenced a consent solicitation (“Consent Solicitation”) of holders of its outstanding 10.50% Senior Notes due 2014 (the “Notes”) to authorize the elimination of substantially all of the restrictive covenants, certain of the events of default and related provisions contained in the indenture governing the Notes (the “Indenture”), dated as of March 9, 2009, among the Company, the subsidiary guarantors parties thereto and The Bank of New York Mellon Trust Company, N.A., as trustee. Concurrently with the Consent Solicitation, the Company commenced a cash tender offer (the “Tender Offer”) to purchase any and all of the outstanding Notes. The Consent Solicitation and the Tender Offer were made upon the terms and subject to the conditions set forth in the Offer to Purchase and Consent Solicitation Statement dated June 6, 2012. Both the Consent Solicitation and the Tender Offer expired at 11:59 p.m., New York City time, on June 12, 2012 (such time and date, the “Expiration Date”).

On June 13, 2012, the Company issued a press release announcing the results of the Tender Offer and Consent Solicitation. The Company announced that, as of the Expiration Date, an aggregate amount of \$790,077,000 principal amount of the Notes (or 97.54% of the outstanding Notes) had been validly tendered, and with respect to which the Company had received consents. On June 13, 2012, the Company accepted for purchase all of the Notes validly tendered in the Tender Offer. The total consideration for such Notes is equal to \$1,166.25 per each \$1,000 principal amount validly tendered, plus accrued and unpaid interest thereon up to (but not including) June 13, 2012. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

In connection with the Company’s receipt of the requisite consents to the proposed amendments to the Indenture, on June 13, 2012, the Company, the subsidiary guarantors parties thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), entered into the First Supplemental Indenture (the “First Supplemental Indenture”) amending and supplementing the Indenture. The First Supplemental Indenture, among other things, removes substantially all of the restrictive covenants contained in the Indenture, eliminates certain events of default contained therein and modifies certain other provisions thereof. The foregoing description of the Supplemental Indenture is qualified in its entirety by reference to the complete terms and conditions of the Supplemental Indenture, which is attached hereto as Exhibit 4.1, and incorporated by reference herein.

**Item 2.04. Triggering Events That Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.**

As of June 13, 2012, subsequent to the settlement of the Tender Offer, the Company called for redemption of the remaining outstanding aggregate principal amount of the Notes not validly tendered or otherwise repurchased by the redemption date. The redemption price of the Notes is 100% of the principal amount redeemed, plus the Applicable Premium (as defined in the Indenture) as of, and accrued and unpaid interest to, the redemption date, payable in cash (interest will cease to accrue on the Notes called for redemption on and after the redemption date). The redemption date is expected to be July 13, 2012. A copy of the redemption notice delivered by the Trustee at the Company’s request to the remaining holders of Notes is filed herewith as Exhibit 99.2 and is incorporated herein by reference.

**Item 3.03. Material Modification to Rights of Security Holders.**

The disclosure contained in Item 1.01 above is hereby incorporated by reference in its entirety into this Item 3.03.

**Item 9.01. Financial Statements and Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
Exhibit 4.1	First Supplemental Indenture (with respect to the 10.50% Senior Notes due 2014 of Tyson Foods, Inc.), dated as of June 13, 2012, among Tyson Foods, Inc., the subsidiary guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee.
Exhibit 99.1	Press Release issued by Tyson Foods, Inc. on June 13, 2012.
Exhibit 99.2	Notice of Redemption to the Holders of 10.50% Senior Notes due 2014 of Tyson Foods, Inc., dated June 13, 2012.

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**SIGNATURE**

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 hereunto duly authorized.

Date: June 14, 2012

By: /s/ Dennis Leatherby

Name: Dennis Leatherby

Title: Executive Vice President and  
Chief Financial Officer

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## EXHIBIT INDEX

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Exhibit 99.1	Press Release issued by Tyson Foods, Inc. on June 13, 2012.
Exhibit 99.2	Notice of Redemption to the Holders of 10.50% Senior Notes due 2014 of Tyson Foods, Inc., dated June 13, 2012.

**FIRST SUPPLEMENTAL INDENTURE  
(10.50% Senior Notes due 2014)**

**THIS FIRST SUPPLEMENTAL INDENTURE** (this “Supplemental Indenture”), is dated as of June 13, 2012, among Tyson Foods, Inc., a Delaware corporation (the “Company”), the Subsidiary Guarantors (the “Subsidiary Guarantors”) party hereto and The Bank of New York Mellon Trust Company, N.A., a national banking association (the “Trustee”).

WITNESSETH:

**WHEREAS**, the Company, the Subsidiary Guarantors and the Trustee are parties to that certain Indenture, dated as of March 9, 2009 (the “Indenture”), providing for the issuance of the Company’s 10.50% Senior Notes due 2014 (CUSIP 902494AS2) (the “Notes”);

**WHEREAS**, \$810,000,000 in aggregate principal amount of the Notes is currently outstanding;

**WHEREAS**, Section 9.02 of the Indenture provides that, with the written consent of the Holders of at least a majority in principal amount of the Notes then outstanding (including consents obtained in connection with a tender offer or exchange for the Notes), the Company, the Subsidiary Guarantors and the Trustee may enter into a supplemental indenture for the purpose of amending or supplementing the Indenture or the Notes (subject to certain exceptions);

**WHEREAS**, the Company and the Subsidiary Guarantors desire to enter into, and have requested the Trustee to join with them in entering into, this Supplemental Indenture for the purpose of amending the Indenture and the Notes in certain respects as permitted by Section 9.02 of the Indenture;

**WHEREAS**, the Company has solicited consents to this Supplemental Indenture upon the terms and subject to the conditions set forth in its Offer to Purchase and Consent Solicitation Statement dated June 6, 2012 and the Letter of Transmittal and Consent (which together constitute the “Tender Offer”);

**WHEREAS**, (a) the Company has received the consent of the Holders of at least a majority in principal amount of the outstanding Notes (excluding any Notes owned by the Company or any of its Affiliates), all as certified in an Officers’ Certificate delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture as contemplated by Section 9.06 of the Indenture, (b) as contemplated by Section 9.06 of the Indenture, the Company has delivered to the Trustee simultaneously with the execution and delivery of this Supplemental Indenture an Opinion of Counsel relating to this Supplemental Indenture, (c) the Company has satisfied all other conditions required under Article IX of the Indenture to enable the Company, the Subsidiary Guarantors and the Trustee to enter into this Supplemental Indenture, and (d) as contemplated by Section 11.04 and Section 11.05 of the Indenture, the Company has delivered an Officers’ Certificate and an Opinion of Counsel with respect to the satisfaction of conditions precedent under Article IX of the Indenture for the execution of this Supplemental Indenture.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the Subsidiary Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

**ARTICLE I**

**AMENDMENTS TO INDENTURE AND NOTES**

**Section 1.1 Amendments to Articles Four, Five and Six of the Indenture .**

(a) The Indenture is hereby amended by deleting the following Sections or clauses of the Indenture and all references and definitions related thereto in their entirety:

Section 4.03 (Limitation on Indebtedness)

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Section 4.04 (Limitation on Restricted Payments)  
Section 4.05 (Limitation on Restrictions on Distributions from Restricted Subsidiaries)  
Section 4.06 (Limitation on Sales of Assets and Subsidiary Stock)  
Section 4.07 (Limitation on Affiliate Transactions)  
Section 4.08 (Limitation on Line of Business)  
Section 4.09 (Change of Control)  
Section 4.10 (Limitation on Liens)  
Section 4.11 (Limitation on Sale/Leaseback Transactions)  
Section 4.12 (Future Guarantors)  
Section 4.15 (Covenant Suspension)

All such deleted Sections are replaced with “[Intentionally Omitted]”, and all references in the Indenture to the Sections or clauses so eliminated are deleted in their entirety.

(b) Clauses (2) and (3) of Section 5.01(a) (When Company May Merge or Transfer Assets), are hereby deleted in their entirety and replaced with “[Intentionally Omitted]”, and all references in the Indenture to the clauses so eliminated are deleted in their entirety.

(c) Clauses (4), (6) and (9) of Section 6.01 (Events of Default), are hereby deleted in their entirety and replaced with “[Intentionally Omitted]”, and all references in the Indenture to the clauses so eliminated are deleted in their entirety.

(d) Clause (5) of Section 6.01 (Events of Default) is hereby deleted in its entirety and replaced with the following:

“the Company fails to comply with any of its other agreements contained in this Indenture (other than those referred to in clause (1), (2) or (3) above) and such failure continues for 60 days after the notice specified below;”

(e) Section 4.02 of the Indenture is hereby amended by deleting Section 4.02 in its entirety and replacing it with the following:

“Section 4.02. Reports .

The Company shall comply with the provisions of TIA Section 314(a), as applicable.”

Section 1.2 **Amendments to Notes** . The Notes are hereby amended to delete all provisions inconsistent with the amendments to the Indenture effected by this Supplemental Indenture.

## ARTICLE II MISCELLANEOUS PROVISIONS

Section 2.1 **Capitalized Terms** . Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

Section 2.2 **Indenture** . Except as amended hereby, the Indenture and the Notes are in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict the provisions of this Supplemental Indenture shall control.

Section 2.3 **New York Law to Govern** . THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE.

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Section 2.4 **Successors** . All agreements of the Company and the Subsidiary Guarantors in this Supplemental Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

Section 2.5 **Counterparts** . The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together shall represent the same agreement.

Section 2.6 **Severability** . In case any one or more of the provisions in this Supplemental Indenture or in the Notes shall be held invalid, illegal or unenforceable, in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions shall not in any way be affected or impaired thereby, it being intended that all of the provisions hereof shall be enforceable to the full extent permitted by law.

Section 2.7 **The Trustee** . The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture and agrees to execute the trust created by the Indenture as hereby amended, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee, which terms and provisions shall in like manner define and limit its liabilities and responsibilities in the performance of the trust created by the Indenture as hereby amended. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which are made solely by the Company.

Section 2.8 **Effectiveness** . The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto.

Section 2.9 **Endorsement and Change of Form of Notes** . Any Notes authenticated and delivered after the close of business on the date that this Supplemental Indenture becomes operative in substitution for Notes then outstanding and all Notes presented or delivered to the Trustee on and after that date for such purpose shall be stamped, imprinted or otherwise legended by the Company, with a notation as follows:

“Effective as of June 13, 2012, certain restrictive covenants of the Company and certain Events of Default have been eliminated or limited, as provided in the Supplemental Indenture, dated as of June 13, 2012, by and among the Company, the Subsidiary Guarantors and the Trustee. Reference is hereby made to such Supplemental Indenture, copies of which are on file with the Trustee, for a description of the amendments made therein.”

Section 2.10 **Effect of Headings** . The Section headings herein are for convenience only and shall not affect the construction hereof.

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IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed as of the day and year first above written.

TYSON FOODS, INC.,

By /s/ Dennis Leatherby

Name: Dennis Leatherby

Title: Executive Vice President and  
Chief Financial Officer

CAROLINA BRAND FOODS, LLC,

by its member, Tyson Refrigerated Processed  
Meats, Inc.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

CBFA MANAGEMENT CORP.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

COBB-VANTRESS, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

DFG FOODS, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

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DFG FOODS, L.L.C.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

FOODBRANDS AMERICA, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

FOODBRANDS SUPPLY CHAIN SERVICES, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

GLOBAL EMPLOYMENT SERVICES, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

HUDSON MIDWEST FOODS, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

IBP FOODSERVICE, L.L.C.,

by its members, Tyson Fresh Meats, Inc. and  
IBP Caribbean, Inc.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

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IBP REDEVELOPMENT CORPORATION,

By /s/ Rodney Tademy  
Name: Rodney Tademy  
Title: Assistant Treasurer

MADISON FOODS, INC.,

By /s/ Rodney Tademy  
Name: Rodney Tademy  
Title: Assistant Treasurer

NATIONAL COMP CARE INC.,

By /s/ Rodney Tademy  
Name: Rodney Tademy  
Title: Assistant Treasurer

NEW CANADA HOLDINGS, INC.,

By /s/ Rodney Tademy  
Name: Rodney Tademy  
Title: Assistant Treasurer

OAKLAWN CAPITAL CORPORATION,

By /s/ Rodney Tademy  
Name: Rodney Tademy  
Title: Assistant Treasurer

PBX, INC.,

By /s/ Rodney Tademy  
Name: Rodney Tademy  
Title: Assistant Treasurer

RURAL ENERGY SYSTEMS, INC.,

By /s/ Rodney Tademy  
Name: Rodney Tademy  
Title: Assistant Treasurer

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TEXAS TRANSFER, INC.,

By /s/ Rodney Tademy  
Name: Rodney Tademy  
Title: Assistant Treasurer

THE BRUSS COMPANY,

By /s/ Rodney Tademy  
Name: Rodney Tademy  
Title: Assistant Treasurer

THE IBP FOODS CO.,

By /s/ Rodney Tademy  
Name: Rodney Tademy  
Title: Assistant Treasurer

THE PORK GROUP, INC.,

By /s/ Rodney Tademy  
Name: Rodney Tademy  
Title: Assistant Treasurer

TYNET CORPORATION,

By /s/ Rodney Tademy  
Name: Rodney Tademy  
Title: Assistant Treasurer

TYSON BREEDERS, INC.,

By /s/ Rodney Tademy  
Name: Rodney Tademy  
Title: Assistant Treasurer

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TYSON CHICKEN, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON DELI, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON FARMS, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON FRESH MEATS, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON HOG MARKETS, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON INTERNATIONAL HOLDING COMPANY,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

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TYSON INTERNATIONAL SERVICE CENTER INC. ASIA,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON INTERNATIONAL SERVICE CENTER INC. EUROPE,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON INTERNATIONAL SERVICE CENTER, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON MEXICAN ORIGINAL, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON OF WISCONSIN, LLC,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON PET PRODUCTS, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

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TYSON POULTRY, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON PREPARED FOODS, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON PROCESSING SERVICES, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON RECEIVABLES CORPORATION,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON REFRIGERATED PROCESSED MEATS,  
INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON SALES AND DISTRIBUTION, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

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TYSON SERVICE CENTER CORP.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

TYSON SHARED SERVICES, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

WBA ANALYTICAL LABORATORIES, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

WILTON FOODS, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

ZEMCO INDUSTRIES, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

CENTRAL INDUSTRIES, INC.,

By /s/ Rodney Tademy

Name: Rodney Tademy

Title: Assistant Treasurer

[ *Trustee Signature Follows* ]

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THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Trustee

By /s/ Julie H Ramos

Name: Julie Hoffman-Ramos

Title: Vice President

**PRESS RELEASE****Tyson Foods, Inc. Announces Completion of the Tender Offer for Cash of Any and All of Its Outstanding 10.50% Senior Notes due 2014 and Related Consent Solicitation, Execution of the First Supplemental Indenture and Redemption of Any Notes Not Tendered or Repurchased**

**SPRINGDALE, ARK. (June 13, 2012) (GLOBE NEWSWIRE)** Tyson Foods, Inc. (the “Company”) announced today the results of its cash tender offer (the “Tender Offer”) for any and all of its outstanding 10.50% Senior Notes due 2014 (the “Notes”) and solicitation for consents to certain proposed amendments to the indenture (“Indenture”) governing the Notes (the “Consent Solicitation”).

The Tender Offer and Consent Solicitation expired at 11:59 p.m., New York City time, on June 12, 2012 (such time and date, the “Expiration Date”). As of the Expiration Date, an aggregate amount of \$790,077,000 principal amount of the Notes (or 97.54% of the outstanding Notes) have been tendered, and with respect to which the Company has received consents. Accordingly, the percentage of consents received exceeds the requisite consents needed to amend the Indenture. The Company, the subsidiary guarantors parties thereto and The Bank of New York Mellon Trust Company, N.A., as trustee, have entered into a supplemental indenture to effect the proposed amendments relating to the elimination of substantially all of the restrictive covenants, certain of the events of default and related provisions contained in the Indenture.

The Company has accepted for purchase all of the Notes validly tendered in the Tender Offer. The total consideration to be paid for such Notes will be equal to \$1,166.25 per each \$1,000 in principal amount plus accrued and unpaid interest up to but not including June 13, 2012, the settlement date for the Tender Offer.

In addition, on June 13, 2012, the Company has irrevocably requested the Trustee to issue notice to the applicable holders of the Company’s election to redeem any Notes not tendered or otherwise repurchased as of the redemption date specified in the notice. The redemption price of the Notes is 100% of the principal amount redeemed, plus the Applicable Premium (as defined in the Indenture) as of, and accrued and unpaid interest to, the redemption date, payable in cash (interest will cease to accrue on the Notes called for redemption on and after the redemption date). The redemption date is expected to be July 13, 2012.

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**About Tyson Foods**

Tyson Foods, Inc., founded in 1935 with headquarters in Springdale, Arkansas, is one of the world’s largest processors and marketers of chicken, beef and pork, the second-largest food production company in the Fortune 500 and a member of the S&P 500. The company produces a wide variety of protein-based and prepared food products and is the recognized market leader in the retail and foodservice markets it serves. The Company provides products and services to customers throughout the United States and more than 130 countries. The company has approximately 115,000 Team Members employed at more than 400 facilities and offices in the United States and around the world. Through its Core Values, Code of Conduct and Team Member Bill of Rights, the Company strives to operate with integrity and trust and is committed to creating value for its shareholders, customers and Team Members. The company also strives to be faith-friendly, provide a safe work environment and serve as stewards of the animals, land and environment entrusted to it.

This announcement contains forward-looking statements. All statements, other than statements of historical facts included in this announcement that address activities, events or developments that the Company expects or anticipates to occur in the future are forward-looking statements, including statements related to the Company’s anticipated purchase or redemption of certain outstanding securities. These statements are based on the Company’s current expectation and involve risks and uncertainties that could cause the Company’s actual results to differ materially. All forward-looking statements included in this announcement are based on information available to the Company on the date of this announcement. The Company undertakes no obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

Media Contact: Gary Mickelson, 479-290-6111

Investor Contact: Jon Kathol, 479-290-4235

**NOTICE OF REDEMPTION**

TO THE HOLDERS OF  
10.50% SENIOR NOTES DUE 2014  
OF  
TYSON FOODS, INC.  
  
CUSIP NUMBER 902494AS2

NOTICE IS HEREBY GIVEN, pursuant to the Indenture (the "Indenture") dated as of March 9, 2009 by and among Tyson Foods, Inc., a Delaware corporation (the "Company"), the Subsidiary Guarantors parties thereto and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), as follows:

- (1) The Company's 10.50% Senior Notes due 2014 (the "Notes") are hereby called for redemption in whole pursuant to Sections 3.01, 3.03 and 3.04 of the Indenture. The CUSIP number of the Notes is 902494AS2.
- (2) The date fixed for redemption is July 13, 2012 (the "Redemption Date").
- (3) Pursuant to the terms of the Indenture and the Notes, the Notes will be redeemed at a redemption price equal to 100% of the principal amount of the Notes redeemed plus the Applicable Premium (as defined in the Indenture) as of, and accrued and unpaid interest to, the Redemption Date (the "Redemption Price").
- (4) The Notes must be surrendered to the Paying Agent at the following address of the Paying Agent in order to collect the Redemption Price to become due on the Redemption Date:

The Bank of New York Mellon Trust Company, N.A.  
601 Travis Street, 16<sup>th</sup> Floor  
Houston, Texas 77002

- (5) Interest accrued to the Redemption Date will be paid as specified in this notice, and, unless the Company defaults in making the redemption payment pursuant to paragraph (8) below, from and after the Redemption Date, interest will cease to accrue.
- (6) All of the \$19,923,000.00 aggregate principal amount of outstanding Notes are to be redeemed.
- (7) No representation is made by the Company or the Subsidiary Guarantors as to the correctness or accuracy of the "CUSIP" number, ISIN, or "Common Code", if any, listed herein or printed on the Notes.
- (8) Prior to or on the Redemption Date, the Company shall deposit with the Paying Agent money sufficient to pay the Redemption Price of all Notes to be redeemed.

**TYSON FOODS, INC.**

Dated: June 13, 2012