

TYSON FOODS INC

FORM 8-K

(Current report filing)

Filed 09/28/07 for the Period Ending 09/25/07

Address	2200 DON TYSON PARKWAY SPRINGDALE, AR 72762-6999
Telephone	479-290-4000
CIK	0000100493
Symbol	TSN
SIC Code	2015 - Poultry Slaughtering and Processing
Industry	Food Processing
Sector	Consumer/Non-Cyclical
Fiscal Year	09/30

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

FORM 8-K

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

Date of Report (Date of Earliest Event Reported): September 25, 2007

Tyson Foods, Inc.

(Exact name of Registrant as specified in its charter)

Delaware

(State of incorporation or organization)

001-14704

(Commission File Number)

71-0225165

(IRS Employer Identification No.)

2210 West Oaklawn Drive, 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)

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))
-

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) On September 25, 2007 the Board of Directors and the Compensation Committee of the Board of Directors of Tyson Foods, Inc. (the “Company”) met to approve the matters discussed in Item 5.02 and Item 5.03 below. Due to changes in the by-laws approved at the meeting by the Board of Directors in regards to the position of Chairman of the Board of the Company and in the duties assigned to such position, John Tyson, the current Chairman of the Board, ceased to be an “executive officer” of the Company and in future fiscal years is not expected to be a “named executive officer” of the Company.

At the September 25, 2007 meeting, the Compensation Committee of the Board of Directors approved a new contract for Mr. Tyson, which was made effective as of September 28, 2007. The new contract replaces (i) Mr. Tyson’s Restated Employment Agreement with the Company, dated as of July 29, 2003, as amended by the Executive Amendment effective as of December 10, 2004 (as amended, the “Original Agreement”), and (ii) the ten year Senior Executive Employment Agreement attached to the Original Agreement that the parties were to enter into at the end of the term of the Original Agreement. The description of the by-law amendments and the material terms and conditions of the new contract between the Company and John Tyson (the “Agreement”) outlining Mr. Tyson’s new duties are set forth below under Items 5.03 and 5.02(e), respectively, and are incorporated herein by reference.

(e) *John Tyson*. The Company has entered into the Agreement with John Tyson, to be effective as of September 28, 2007, pursuant to which the parties voluntarily and mutually agreed, among other things:

- to cancel the Original Agreement, including, but not limited to, the provision of an annual base salary of \$1,170,000 and the eligibility for any annual bonus to John Tyson as an executive officer of the Company;
- to reduce John Tyson’s existing grant of restricted Class A common stock of the Company from 1,561,393 shares to 780,000 shares, such restricted stock to vest on February 12, 2008 in accordance with the same terms as the Original Agreement or on such earlier date as provided in the Agreement;
- to cancel any and all unvested performance stock awards to receive shares of Class A common stock of the Company granted to John Tyson pursuant to the Original Agreement; and
- to cancel the obligation of the Company to enter into the Senior Executive Employment Agreement contemplated by the Original Agreement and to replace it with the Agreement.

In addition, the parties agreed that all existing and outstanding stock options granted to John Tyson to acquire shares of Class A common stock of the Company will continue pursuant to the terms and conditions of the applicable stock option award agreement and will vest in accordance with their terms or on such earlier date as provided in the Agreement. The parties have agreed to cancel and terminate any future grants to John Tyson that were contemplated by the Original Agreement.

The Agreement will commence on September 28, 2007 and will expire on September 27, 2017 unless terminated earlier. John Tyson’s employment with the Company will be limited to the performance of certain advisory and limited public relations services not to exceed twenty (20) hours per month.

The Agreement provides for a payment of \$300,000 per annum to Mr. Tyson. Mr. Tyson is also eligible (i) to participate in any benefit plan or program maintained by the Company other than plans or programs related to Company bonus, equity compensation or long-term disability, (ii) to receive coverage under all employee pension and welfare benefit programs, plans and practices in accordance with the terms thereof and which the Company generally makes available to its most senior officers and (iii) the Company shall provide Mr. Tyson, his spouse and his eligible dependents with healthcare, hospitalization, medical, long term care, vision, dental, and other similar insurance coverage or benefits (collectively, the “Health Coverage”) at such coverage levels and upon such terms and conditions as shall otherwise be made available to any of the most senior officers of the Company. Unless the Agreement is terminated by the Company for “Cause” or voluntarily by Mr. Tyson (other than by reason of the Company’s breach of the Agreement), after the expiration or termination of the term of the Agreement, the Company will continue to provide Health Coverage to Mr. Tyson, his spouse and his eligible dependents consistent with the terms of the Agreement. In addition, during the term of the Agreement, Mr. Tyson will be permitted to participate in any benefit plan or arrangement, including reimbursement of business related expenses, in each case solely to the extent such benefits are generally available to employees of the Company. Mr. Tyson also will be eligible

to receive benefit payments under the Company's Supplemental Executive Retirement Plan ("SERP"). In accordance with the terms of the SERP, the first annual payment of SERP benefits to Mr. Tyson will be made in April 2008. The annual payment made to Mr. Tyson under the SERP will be \$175,195.70 (which represents the total grossed-up benefit amount) less any required tax withholdings.

During the term of the Agreement, certain perquisites are available to Mr. Tyson which are substantially similar to the perquisites that were available to Mr. Tyson pursuant to the Original Agreement and would have been available under the Senior Executive Employment Agreement, including but not limited to:

- reimbursement for annual dues incurred by Mr. Tyson for one country club membership;
- use of, and the payment of all reasonable expenses for, an automobile;
- personal use of the Company-owned aircraft for up to one hundred twenty (120) hours per year; provided, however, that Mr. Tyson's personal use of the Company-owned aircraft must be approved pursuant to the Company's then existing aircraft approval policy and must not interfere with the Company's use of the Company-owned aircraft. As part of such personal use, Mr. Tyson may designate such number of additional passengers on such Company-owned aircraft as seating permits, and Mr. Tyson need not be one of the passengers;
- payment of or reimbursement for reasonable costs incurred by Mr. Tyson for tax and estate planning advice;
- reimbursement from or payment by the Company for the annual premium payment on Mr. Tyson's existing \$7,500,000 life insurance policy;
- use of, and the payment of all reasonable expenses associated with, mobile telephone (Mr. Tyson will pay the same monthly fee charged to other employees of the Company for a mobile telephone), home telephone and internet lines and secretarial, administrative and bookkeeping support and services similar to or consistent with those previously provided by the Company to Mr. Tyson;
- reasonable personal use of Company-owned entertainment assets; provided, however, that such use must be approved pursuant to the Company's then existing approval policy and such personal use of such assets must not interfere with their business use; and
- up to 1,500 hours per year of security services to be designated by Mr. Tyson, to be valued at \$40 per hour.

The Company is also obligated to reimburse and gross-up Mr. Tyson for any and all income tax liability incurred by Mr. Tyson in connection with such perquisites.

In the event of Mr. Tyson's death during the term of the Agreement, Mr. Tyson's estate will receive a single payment equal to the remaining annual payments that would have been made to Mr. Tyson for the period of time between the date of his death and September 27, 2017 and his spouse and eligible dependents will continue to receive Health Coverage. In addition, from and after the earlier of the expiration or termination of the Agreement and the date of Mr. Tyson's death, upon written notice of Mr. Tyson or his legal representative to the Company, the Company will terminate and redeem all outstanding and unexercised stock options (vested and unvested) then held by Mr. Tyson in exchange for a single payment equal to the aggregate difference between (i) the fair market value of the stock represented by such stock options as determined as of the close of the Company's business on the date of the occurrence of the event giving rise to application less (ii) the strike price for such stock under the applicable stock options. If the Agreement is terminated by the Company for "Cause", or by Mr. Tyson (other than by reason of the Company's breach of this Agreement), the obligations of the Company under the Agreement will cease.

The Agreement provides for the acceleration of vesting of the equity based compensation awards held by Mr. Tyson upon the occurrence of a change of control (as defined in the Agreement) of the Company. However, for the purpose of the acceleration of vesting of equity-based compensation awards, a change of control does not include any event as a result of which one or more of the following persons or entities possess, immediately after such event, over fifty percent of the

combined voting power of the Company or any successor entity: (a) Don Tyson; (b) individuals related to Don Tyson by blood, marriage or adoption, or the estate of any such individual; or (c) any entity in which one or more individuals or estates described in the preceding clauses (a) and (b) possess over fifty percent of the combined voting power or beneficial interests of such entity. If such a change of control occurs, any stock option or restricted stock that have been previously granted to Mr. Tyson will vest (to the extent not already vested) sixty days after the occurrence of the change of control. If Mr. Tyson is terminated by the Company for reasons other than "Cause" during such sixty day period, all of the unvested restricted stock and stock options then held by Mr. Tyson will vest on the date of termination.

The Agreement also provides that Mr. Tyson will be subject to confidentiality and nondisparagement provisions with respect to the Company during and following the term of the Agreement. In addition, the Agreement provides for a one-year non-competition and non-solicitation obligation from Mr. Tyson during the first year of the term of the Agreement. The Agreement also provides that Mr. Tyson will receive all rights of indemnification and related benefits consistent with and on terms no less favorable than those extended by the Company or its affiliates to any former, then current or future officer, director or fiduciary of the Company or its affiliates.

John Tyson is continuing to serve the Company as Chairman of the Board in a non-executive capacity following the changes. Any officer at the Company that previously reported to Mr. Tyson will now report to the Company's chief executive officer. The Company believes that its payments and stock awards, in the aggregate, to John Tyson will be substantially less under the new arrangements with Mr. Tyson pursuant to the Agreement than what would have been paid and awarded to Mr. Tyson pursuant to the Original Agreement.

The Company entered into an Indemnity Agreement with John Tyson (the "Indemnity Agreement") to be effective on September 28, 2007. Pursuant to the Indemnity Agreement, the Company has agreed to indemnify and hold Mr. Tyson harmless from and against certain types of future claims, demands, damages, actions, causes of action, liabilities, losses and expenses associated with Mr. Tyson's future service to the Company, including his service as an advisor. The terms and conditions of the Indemnity Agreement are substantially similar to those set forth in the form of Indemnity Agreement that has been entered into by the directors and officers of the Company.

The full text of the press release issued in connection with the changes in the duties assigned to the position of Chairman of the Board and the Company's continuing execution of succession planning is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Richard L. Bond.

As of September 28, 2007, the Company and Richard L. Bond, the Company's Chief Executive Officer, entered into a Restricted Stock Unit Agreement (the "New RSU Award") whereby the Company granted Mr. Bond an award of restricted stock units representing the right to receive 853,589.7829 shares of the Company's Class A common stock (the "Restricted Stock Units") pursuant to the Tyson Foods, Inc. 2000 Stock Incentive Plan, which Restricted Stock Units are scheduled to vest on February 12, 2008. In conjunction with such award, the Company and Mr. Bond agreed to cancel and terminate the Restricted Stock Agreement, dated July 29, 2003, between the Company and Mr. Bond (the "Original Award"), and Mr. Bond agreed to forfeit the 853,589.7829 shares of restricted stock granted pursuant to the Original Award, which originally were scheduled to vest on February 12, 2008.

Pursuant to the terms and conditions of the New RSU Award, the Company will issue to Mr. Bond one share of common stock for each vested Restricted Stock Unit then held by Mr. Bond on the earlier of the following dates (the "Payment Date"): (i) the first business day of the fiscal year beginning after the date on which Mr. Bond separates from service, within the meaning of Section 409A of the Internal Revenue Code, as amended (the "Code"), and (ii) if the vesting date is accelerated due to a change of control (as defined in the New RSU Award) and such change in control is a "change in control event" within the meaning of Section 409A of the Code, then the Payment Date will be such new vesting date. All of the Restricted Stock Units will vest on February 12, 2008, or on such earlier date as otherwise provided in the New RSU Award. The difference in the timing of the Payment Date pursuant to the New RSU Award and the original vesting date under the Original Award is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended.

The foregoing summaries of the Agreement, the Indemnity Agreement and the New RSU Award do not purport to be complete descriptions of such agreements and are subject to and qualified in their entirety by reference to the text of the Agreement and the New RSU Award, each of which is attached hereto as Exhibits 10.1, 10.2 and 10.3, respectively, and are incorporated by reference into this Item 5.02.

Item 5.03 Amendments To Articles Of Incorporation Or Bylaws; Change In Fiscal Year.

On September 25, 2007, the Company amended and restated its By-Laws to delete certain obsolete concepts no longer applicable to the Company. The amendments to the Company's By-Laws clarify that the Chairman of the Board is not an officer of the Company.

The foregoing summary of amendments to the Company's By-Laws does not purport to be a complete description of such amendments and is subject to and qualified in its entirety by reference to the text of the Fourth Amended and Restated By-Laws, which is attached hereto as Exhibit 3.2 and is incorporated by reference into this Item 5.03.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
3.2	Fourth Amended and Restated Bylaws
10.1	Agreement, dated as of September 28, 2007, between the Company and John Tyson
10.2	Indemnity Agreement, dated as of September 28, 2007, between the Company and John Tyson
10.3	Restricted Stock Unit Agreement, dated as of September 28, 2007, between the Company and Richard L. Bond
99.1	Press release, dated September 28, 2007

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.

TYSON FOODS, INC.

Date: September 28, 2007

By: /s/ Wade Miquelon

Name: Wade Miquelon

Title: Executive Vice President & Chief Financial Officer

Tyson Foods, Inc.
Current Report On Form 8-K
Dated September 28, 2007

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
3.2	Fourth Amended and Restated Bylaws
10.1	Agreement, dated as of September 28, 2007, between the Company and John Tyson
10.2	Indemnity Agreement, dated as of September 28, 2007, between the Company and John Tyson
10.3	Restricted Stock Unit Agreement, dated as of September 28, 2007, between the Company and Richard L. Bond
99.1	Press release, dated September 28, 2007

FOURTH AMENDED AND RESTATED BY-LAWS

OF

TYSON FOODS, INC.

**ARTICLE I
OFFICES**

Section 1. Registered Office. The registered office of Tyson Foods, Inc. (the “Corporation”) shall be at The Corporation Trust Company, 1209 Orange Street, in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine.

**ARTICLE II
MEETINGS OF STOCKHOLDERS**

Section 1. Meetings. Meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, either within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or in a duly executed waiver of notice thereof. The Board of Directors may, in its sole discretion, determine that stockholder meetings shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the Delaware General Corporation Law. If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication: (a) participate in a meeting of stockholders and (b) be deemed present in person and vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by remote communication, provided that (i) the Company shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder; (ii) the Company shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Company. The Chairman of the Board of Directors of the Company shall act as Chairman of, and establish the agenda and rules for, all meetings of stockholders. The Secretary of the Company shall serve as Secretary for all meetings of stockholders.

Section 2. Annual Meetings. The Annual Meetings of Stockholders shall be held on such date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which meetings the stockholders shall elect a Board of Directors and transact such other business as may properly be brought before the meeting. Written notice of the Annual Meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting.

Section 3. Special Meetings. Unless otherwise prescribed by law or by the Certificate of Incorporation, Special Meetings of Stockholders, for any purpose or purposes, may be called by any of the Senior Chairman of the Board of Directors, if there be one, the Chairman of the Board of Directors or the Chief Executive Officer and shall be called by any such director or officer at the request in writing of a majority of the Board of Directors or at the request in writing of stockholders owning a majority of the stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Written notice of a Special Meeting of Stockholders stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting.

Section 4. Quorum. Except as otherwise provided by law or by the Certificate of Incorporation, the holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented; provided, however, that if the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 5. Voting. When a quorum is present at any meeting, the affirmative vote of a majority of the votes cast shall decide any question brought before such meeting, unless the question is one upon which by express provision of Delaware law or of the Certificate of Incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question. Each holder of the Corporation's Class A Common Stock ("Class A Stock") represented at a meeting of stockholders shall be entitled to cast one vote for each share of Class A Stock entitled to vote thereat held by such stockholder. Each holder of the Corporation's Class B Common Stock ("Class B Stock") represented at a meeting of stockholders shall be entitled to cast ten votes for each share of Class B Stock entitled to vote thereat held by such stockholder. Such votes may be cast in person or by proxy but no proxy shall be voted on or after three years from its date, unless such proxy provides for a longer period. The Board of Directors, in its discretion, or the officer of the Corporation presiding at a meeting of stockholders, in his discretion, may require that any votes cast at such meeting shall be cast by written ballot.

At any meeting of the stockholders, there shall be a proxy committee, which shall be composed of the Senior Chairman of the Board of Directors, if there be one, and such other persons appointed by the Board of Directors, to facilitate the voting of shares underlying proxies solicited from the stockholders. At such meetings of the stockholders, any proxies received in the name of or on behalf of the stockholders shall be voted by the Senior Chairman of the Board of Directors, and in the event of the absence of such Senior Chairman of the Board of Directors, the Board of Directors, in its discretion, may designate one or more persons to serve on such proxy committee who shall vote any proxies received in the name of or on behalf of the stockholders.

Section 6. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required or permitted to be taken at any Annual or Special Meeting of Stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 7. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, at the principal place of business of the Corporation. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder of the Corporation who is present.

Section 8. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 7 of this Article II, or to vote in person or by proxy at any meeting of stockholders.

Section 9. Stockholder Nominations for Director. Any stockholder wishing to nominate a person to serve as a candidate for election to the Board of Directors must submit the name of such candidate in writing to the current Board of Directors on or before September 30 of any year.

Section 10. Business to be Conducted. At an Annual Meeting of the Stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an Annual Meeting, business must (a) be specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (b) be otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (c) satisfy the notice requirements set forth below in this Section 10 and otherwise be properly brought before the meeting by a stockholder.

For business to be brought before an Annual Meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive office of the Corporation not less than 75 days nor more than 100 days prior to the meeting; provided, however, that in the event that less than 85 days' notice or prior public disclosure of the date of the meeting is given or made to stockholders, notice by the stockholder to be timely must be so received not later than the close of business on the 10th day following the day on which such notice of the date of the Annual Meeting was mailed or such public disclosure was made. A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the Annual Meeting (a) a brief description of the business desired to be brought before the Annual Meeting and the reasons for conducting such business at the Annual Meeting, (b) the name and address, as they appear on the Corporation's books, of the stockholder proposing such business, (c) the class and number of shares of the Corporation which are beneficially owned by the stockholder, and (d) any material interest of the stockholder in such business.

Notwithstanding anything in these By-Laws to the contrary, no business shall be conducted at an Annual Meeting except in accordance with the procedures set forth in this Section 10. The chairman of an Annual Meeting shall, if the facts warrant, determine and declare at the meeting that a matter of business was not properly brought before the meeting in accordance with the provisions of Section 10 of this Article II or otherwise, and if he should so determine, he shall so declare at the meeting that any such business not properly brought before this meeting shall not be transacted.

ARTICLE III DIRECTORS

Section 1. Number and Election of Directors. The number of persons which shall constitute the Board of Directors of the Corporation shall be such number as fixed from time to time by resolution of the Board of Directors. No person shall be nominated to serve as a director after he or she has passed his or her 70th birthday, unless the Board of Directors has voted, on an annual basis, to waive, or continue to waive, such age limitation to permit such person to serve as a director. This age limitation for directors shall not apply to any current or former Chairman of the Board of Directors of the Corporation. Except as provided in Section 2 of this Article, directors shall be elected by a majority of the votes cast at Annual Meetings of Stockholders, and each director so elected shall hold office until the next Annual Meeting and until his successor is duly elected and qualified, or until his earlier resignation or removal. Any director may resign at any time upon written notice to the Corporation. Directors need not be stockholders.

Section 2. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, and each of the directors so chosen shall hold office until the next Annual Meeting of Stockholders and until his successor is elected and qualified or until his earlier resignation or removal.

Section 3. Duties and Powers. The business of the Corporation shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the

Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders. The Board of Directors, in its discretion, may also choose a Senior Chairman of the Board of Directors and a Chairman of the Board of Directors (each of whom must be a director).

Section 4. Meetings. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State of Delaware. Regular meetings of the Board of Directors may be held without notice at such time and at such place as may from time to time be determined by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors, if there be one, or any two directors. Notice thereof stating the place, date and hour of the meeting shall be given to each director either by mail not less than forty-eight (48) hours before the date of the meeting, by telephone, telegram or electronic transmission on twenty-four (24) hours' notice, or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances. The notice need not specify the business to be transacted. In the event of an emergency which in the judgment of the Chairman of the Board of Directors requires immediate action, a special meeting of the Board of Directors may be convened without notice, consisting of those directors who are immediately available in person or by telephone and can be joined in the meeting in person or by conference telephone. The actions taken at such a meeting shall be valid if at least a quorum of the directors participates either personally or by conference telephone.

Section 5. Quorum. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these By-Laws, at all meetings of the Board of Directors one-third of the full number of directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6. Actions of Board Without a Meeting. Unless otherwise provided by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all the members of the Board of Directors or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 7. Meetings by Means of Conference Telephone. Unless otherwise provided by the Certificate of Incorporation or these By-Laws, members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or such committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section 7 shall constitute presence in person at such meeting.

Section 8. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of any such committee. In the absence or disqualification of a member of a committee, and in the absence of a designation by the Board of Directors of an alternate member to replace the absent or disqualified member, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. Any committee, to the extent allowed by law and provided in the resolution establishing such committee, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation. Each committee shall keep regular minutes and report to the Board of Directors when required.

Section 9. Executive Committee. The Board of Directors shall establish an Executive Committee of its members to consist of not less than three directors, which group shall include the Senior Chairman of the Board of Directors (if there be one), and may authorize the delegation to any such committee of any of the authority of the Board of Directors in the management of the ordinary business affairs of the Corporation. The Executive Committee shall not, however, be authorized to amend the Certificate of Incorporation or the By-Laws of the Corporation; to adopt an agreement of merger or consolidation pursuant to Sections 251 and 252 of the Delaware General Corporation Law; to recommend to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, or to recommend to the stockholders a dissolution of the Corporation or a revocation of a dissolution. The Executive Committee may, to the extent authorized by the Board of Directors in a resolution providing for the issuance of shares of stock, fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation, or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series. The Executive Committee may, if so authorized by a resolution of the Board of Directors, declare dividends, authorize the issuance of stock, and adopt a certificate of ownership and merger pursuant to Section 253 of the Delaware General Corporation Law with respect to the Corporation's 90%-owned subsidiaries. The Executive Committee shall serve at the pleasure of the Board of Directors and shall act only in intervals between meetings of the Board of Directors, and shall in all respects be subject to the control and direction of the Board of Directors. The Executive Committee may act by a majority of its members at a meeting or informally without a meeting, provided that all members thereof sign a writing reflecting such informal action. Any act or authorization of any act by the Executive Committee, within the authority delegated above, shall be as effective for all purposes as the act or authorization of the Board of Directors; provided that the designation of such an Executive Committee and the delegation of authority thereto shall not operate to relieve the Board of Directors of any responsibility imposed upon it by law.

Section 10. Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance

at each meeting of the Board of Directors, an annual retainer or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Chairpersons of committees may be paid additional compensation for serving in such capacity. Members of special or standing committees may be allowed additional compensation for attending committee meetings.

Section 11. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE IV OFFICERS

Section 1. General. The officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors, in its discretion, may also choose a Chief Executive Officer, a Chief Operating Officer, one or more Vice Presidents, Controller, Assistant Controllers, Assistant Secretaries, Assistant Treasurers, and any other officers deemed to be necessary. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate of Incorporation or these By-Laws. The officers of the Corporation need not be stockholders of the Corporation.

Section 2. Election. The Board of Directors at its first regular meeting held during the fiscal year shall elect the executive and corporate officers of the Corporation, who shall be comprised of the President, the Secretary, the Treasurer and, if there be such, the Chief Executive Officer, the Chief Operating Officer, and any other officers deemed by the Board of Directors to be executive or corporate officers. Such executive and corporate officers shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. The President of the Corporation shall have the authority to appoint such other officers as he may in his discretion deem necessary to carry out the business of the Corporation, including, but not limited to, Senior Group Vice Presidents, Group Vice Presidents, Executive Vice Presidents, Senior Vice Presidents, Vice Presidents, Controller, Assistant Controllers, Assistant Secretaries, Assistant Treasurers and any

other officers. All officers of the Corporation shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the Board of Directors. Any officer appointed by the President may be removed at any time by the President. Any vacancy occurring in any executive office of the Corporation shall be filled by the Board of Directors. Any vacancy occurring in any other office of the Corporation shall be filled by the President.

Section 3. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chief Executive Officer, the President, the Chief Operating Officer, or any Vice President, and any such officer may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any company in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 4. Chief Executive Officer. The Chief Executive Officer of the Corporation shall have, subject to the supervision and direction of the Board of Directors or of the Executive Committee, if any, general supervision of the business, property, and affairs of the Corporation and the powers vested in him by the Board of Directors, by law or by these By-Laws or which usually attach or pertain to such office, including, but not limited to, the authority to sign documents on behalf of the Corporation the effect of which shall be legally binding upon the Corporation. During the absence or disability of the Chairman of the Board of Directors the Chief Executive Officer, if the Chief Executive Officer is a director, shall preside at meetings of the stockholders and of the Board of Directors. During the absence or disability of the President, the Chief Executive Officer shall exercise all the powers and discharge all the duties of the President.

Section 5. President. The President shall, subject to the control of the Board of Directors and the Chief Executive Officer, have general supervision of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall execute all bonds, mortgages, contracts and other instruments of the Corporation requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these By-Laws, the Board of Directors or the Chief Executive Officer. The President shall also perform such other duties and may exercise such other powers as from time to time may be assigned to him by these By-Laws, the Board of Directors or by the Chief Executive Officer.

Section 6. Chief Operating Officer. The Chief Operating Officer shall answer directly to the President and shall perform any and all acts under the direction and supervision of the President as the President may require in connection with the execution of the general business of the Corporation.

Section 7. Vice Presidents. At the request of the President or in his absence or in the event of his inability or refusal to act (and if there be no Chief Executive Officer), the Vice President or the Vice Presidents if there is more than one (in the order designated by the Board of Directors) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President.

Section 8. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors, the Chief Executive Officer, the President or the Chief Operating Officer, under whose supervision he shall be. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there be no Assistant Secretary, then either the Board of Directors or the President may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation, and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 9. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 10. Assistant Secretaries. Except as may be otherwise provided in these By-Laws, Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer, the President, the Chief Operating Officer, any Vice President, if there be one, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 11. Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer, the President, the Chief Operating Officer, any Vice President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 12. Other Officers. Such other officers as the Board of Directors or President may choose shall perform such duties and have such powers as from time to time may be assigned to them. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

ARTICLE V STOCK

Section 1. Form of Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed, in the name of the Corporation (i) by the Senior Chairman of the Board of Directors, if there be one, the Chairman of the Board of Directors, by the Chief Executive Officer, by the President, by the Chief Operating Officer, or by a Vice President and (ii) by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 2. Signatures. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. Lost Certificates. The Board of Directors may direct a new certificate to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers. Stock of the Corporation shall be transferable in the manner prescribed by law and in these By-Laws. Transfers of stock shall be made on the books of the

Corporation only by the person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued.

Section 5. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action (except in the case of determining the stockholders entitled to express consent to corporate action in writing without a meeting), the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty days nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors.

Section 6. Beneficial Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VI NOTICES

Section 1. Notices. Whenever written notice is required by law, the Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, such notice may be given by mail, addressed to such director, member of a committee or stockholder, at his address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Written notice may also be given personally or by telegram, telex or cable.

Section 2. Waivers of Notice. Whenever any notice is required by law, the Certificate of Incorporation or these By-Laws, to be given to any director, member of a committee or stockholder, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Any notice required to be given to any director or member of a committee may also be waived by electronic transmission by the person entitled to receive notice.

ARTICLE VII GENERAL PROVISIONS

Section 1. Dividends. Dividends upon the stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, and may be paid in cash, in property, or in shares of the Corporation's stock. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Board of Directors from time to time, in its absolute discretion, deems proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for any proper purpose, and the Board of Directors may modify or abolish any such reserve.

Section 2. Disbursements. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Fiscal Year. The fiscal year of the Corporation shall end on the Saturday nearest the 30th day of September of each year.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII INDEMNIFICATION

Section 1. Indemnification Rights. Every person who was or is a party or is threatened to be made a party to or is involved in any action, suit, or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust, or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under and pursuant to any procedure specified in the General Corporation Law of the State of Delaware, as amended from time to time, against all expenses, liabilities, and losses (including attorney's fees, judgments, fines, and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right that may be enforced in any lawful manner by such person. Such right of indemnification shall not be exclusive of any other right which such directors or officers may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any agreement, vote of stockholders, provision of law, or otherwise, as well as their rights under this paragraph.

Section 2. Insurance. The Board of Directors may cause the Corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the

Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust, or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify such person.

Section 3. Advance Payment of Expenses. Expenses incurred by a director or officer of the Corporation in defending a civil or criminal action, suit or proceeding by reason of the fact that he is or was a director or officer of the Corporation (or was serving at the Corporation's request as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise) shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized by relevant sections of the General Corporation Law of Delaware.

ARTICLE IX AMENDMENTS

Subject to provisions contained in the Certificate of Incorporation pertaining to amendment of the Corporation's By-Laws, these By-Laws may be altered, amended or repealed, in whole or in part, or new By-Laws may be adopted by the stockholders of the Corporation. The Board of Directors by a unanimous vote of the whole Board at any meeting may adopt new By-Laws or alter, amend or repeal these By-laws, in whole or in part, including By-laws adopted by the stockholders.

APPROVED this 25th day of September, 2007.

/s/ John Tyson
Chairman of the Board of Directors

Attest:

/s/ Read Hudson
Secretary

AGREEMENT

THIS AGREEMENT ("Agreement"), dated effective September 28, 2007 (the "Effective Date"), is by and between Tyson Foods, Inc., a corporation organized under the laws of Delaware ("Company"), and John Tyson ("Mr. Tyson").

WITNESSETH:

WHEREAS, the Company and Mr. Tyson previously entered into an Amended and Restated Employment Agreement dated as of July 29, 2003, which was subsequently amended on December 10, 2004 (as amended, the "Original Agreement");

WHEREAS, pursuant to the Original Agreement, Mr. Tyson agreed to furnish services to the Company upon the terms, provisions and conditions therein provided through February 12, 2008, with his employment thereunder to be automatically extended for successive one-year periods thereafter unless terminated by either the Company or Mr. Tyson upon 30 days' prior notice; and

WHEREAS, the parties desire that Mr. Tyson cease serving as an executive officer of the Company as of the Effective Date; and after such date the Company wishes to receive advisory services, and Mr. Tyson wishes to furnish such advisory services in a non-officer capacity upon the terms, provisions and conditions herein provided;

NOW, THEREFORE, in consideration of the foregoing and of the agreements hereinafter contained, the parties hereby agree as follows:

1. The term of this Agreement ("Term") shall begin on the Effective Date and shall end on the earlier of (i) September 27, 2017; and (ii) the early termination of this Agreement as expressly provided herein.

All provisions of the Original Agreement are hereby terminated as of the Effective Date, including, without limitation, the obligation of the parties to enter into the Senior Executive Employment Agreement attached as Exhibit A to the Original Agreement. The parties agree that (i) no termination benefits shall be payable pursuant to Section 7 of the Original Agreement; and (ii) no further grants of stock options beyond the Retained Options shall be made to Mr. Tyson pursuant to the Original Agreement. In connection with the termination of the Original Agreement:

- (a) Mr. Tyson's outstanding shares of the Company's restricted Class A Common Stock issued under the Tyson Foods, Inc. 2000 Stock Incentive Plan (the "Stock Plan") and granted to Mr. Tyson under Section 3.4 of the Original Agreement in excess of 780,000 of such shares (such 780,000 shares being herein collectively referred to as the "Retained Restricted Stock") shall be cancelled. Notwithstanding any other provision of the Original Agreement or any restricted stock award agreement under which same were received, the 780,000 shares of Retained Restricted Stock shall remain in full force and effect and shall, subject to the provisions herein, vest on the earlier of (i) February 12, 2008 pursuant to the original terms of the governing restricted stock award; (ii) the termination of this Agreement by the Company for any reason other than for "Cause;" (iii) Mr. Tyson's death or Mr. Tyson's "Permanent Disability" (as defined and determined under the Company's Long-Term Disability Benefit Plan applicable to the most senior officers of the Company as in effect on the Effective Date); (iv) any material breach by the Company (including, without limit, any reduction in the payment or benefits owed to Mr. Tyson) of this Agreement; or (v) any earlier date as provided under Section 17 or the otherwise applicable (but not inconsistent) provisions of the governing Stock Plan and restricted stock shares award agreement under which such Retained Restricted Stock was issued or received. The Retained Restricted Stock will not vest, and will be forfeited by Mr. Tyson, if Mr. Tyson is terminated by the Company for "Cause" or Mr. Tyson voluntarily terminates this Agreement (unless the voluntary termination is due to a material breach by the Company). Once vested the Retained Restricted Stock shall remain fully vested and the Company will deliver a certificate for such vested Retained Restricted Stock in accordance with the otherwise applicable (but not inconsistent) provisions of the governing Stock Plan or award agreement under which such Retained Restricted Stock was issued or received;
- (b) Notwithstanding any other provision of the Original Agreement or any stock option award agreement under which same were received, Mr. Tyson's outstanding options to purchase shares of the Company's Class A Common Stock issued at any time prior to the Effective Date, as described in Schedule 1(c) attached hereto and incorporated herein by reference (all such options being collectively herein referred to as the "Retained Options") shall remain in full force and effect and shall continue to vest on the earlier of (i) those vesting dates set forth under Schedule 1 as occurring during

the Term; (ii) the termination of this Agreement by the Company for any reason other than for "Cause;" (iii) Mr. Tyson's death or Mr. Tyson's "Permanent Disability" (as defined and determined under the Company's Long-Term Disability Benefit Plan applicable to the most senior officers of the Company as in effect on the Effective Date); (iv) any material breach by the Company (including, without limit, any reduction in the payment or benefits owed to Mr. Tyson) of this Agreement; or (v) any earlier date as provided under Section 17 or the otherwise applicable (but not inconsistent) provisions of the governing plan and stock option award agreement under which such Retained Options were issued or received. Once vested, all Retained Options shall remain fully vested and immediately exercisable, subject to the Company's internal securities trading policy as generally applicable to its directors, officers and employees, in accordance with the otherwise applicable (but not inconsistent) provisions of the Stock Plan and stock option award agreement under which such Retained Options were issued or received;

- (c) Mr. Tyson's outstanding performance stock awards to receive shares of the Company's Class A Common Stock issued under the Stock Plan shall be cancelled;
- (d) Mr. Tyson will not receive a bonus for the 2007 fiscal year;
- (e) Mr. Tyson will provide advisory services pursuant to the terms and conditions of this Agreement; and
- (f) Upon completion of the Term of this Agreement or any earlier termination of the Term of this Agreement, Mr. Tyson will receive those retirement and/or continuing payments and benefits, as specified herein, in the amounts and upon the terms hereinafter contained.

2. During the Term, Mr. Tyson will provide services to the Company based on the following:

- (a) Mr. Tyson may be required to provide up to twenty (20) hours per month of advisory services to the Company and perform certain public relations duties, each upon the Company's reasonable request. Such hourly requirement shall not be cumulative, and Mr. Tyson shall have no obligation to the Company to provide over twenty (20) hours of services in any month. Mr. Tyson may perform such advisory services hereunder at any location but may be required to be at the offices of the Company and/or its

subsidiaries upon reasonable advance notice and after taking into account Mr. Tyson's other personal and professional obligations. Mr. Tyson shall not be obligated to render advisory services under this Agreement during any period when he is disabled due to illness or injury, and this Agreement and the Term hereof shall nonetheless continue in full force and effect with Mr. Tyson remaining entitled to receive all compensation and benefits and with all Retained Restricted Stock and Retained Options continuing to thereupon and thereafter vest as provided hereunder.

- (b) As of the Effective Date, (i) Mr. Tyson shall cease to serve as an executive officer of the Company; and (ii) Mr. Tyson shall resign from all of his officer positions with the Company and all of his officer and director positions with any Company subsidiary. All services required hereunder shall be provided by Mr. Tyson as a non-executive employee of the Company.

- (c) If Mr. Tyson's employment under this Agreement is terminated for "Cause," all further obligations of the Company (other than the Company's obligation to make any payments or extend any benefits accrued and owed to Mr. Tyson up to and including such date of termination) under this Agreement will immediately cease. As used herein, the term "Cause" shall be limited to (i) willful malfeasance or willful misconduct committed by Mr. Tyson in connection with his performance of his duties hereunder; (ii) gross negligence committed by Mr. Tyson in connection with his performance of his duties hereunder which results in material and demonstrable damage or injury to the Company; (iii) any willful and material breach by Mr. Tyson of Section 7 of this Agreement; or (iv) the conviction of Mr. Tyson of any felony. Notwithstanding the foregoing, the Company shall not terminate Mr. Tyson's employment under this Agreement for "Cause" under sub-clause (i)(ii) or (iii) hereof unless and until the Company shall have provided Mr. Tyson with written notice of the commission of any conduct constituting "Cause" hereunder and providing Mr. Tyson with reasonable opportunity to cure such event or conduct. In addition to such cure, termination of Mr. Tyson's employment under this Agreement for "Cause" shall be made only upon and after delivery to Mr. Tyson of a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the then members of the Company's Board of Directors (the "Board") at a meeting called and held for purposes of considering such termination (and which meeting was conducted only after providing Mr. Tyson with 30 days' prior written notice thereof and reasonable

opportunity to attend such meeting and be heard before the Board with respect to such matter prior to the Board undertaking such vote) and finding that in the reasonable judgment of the Board, Mr. Tyson was guilty of conduct constituting “Cause” under this Agreement and specifying the particulars of such conduct. If the Board determines Mr. Tyson was guilty of conduct constituting “Cause,” Mr. Tyson will reimburse the Company for any benefits and payments received under the terms of this Agreement between the date of the notice provided pursuant to this Section 2(c) and the determination of the Board.

- (d) Except for “Cause,” the Company may not terminate this Agreement.
 - (e) Mr. Tyson may terminate this Agreement and his employment with the Company hereunder at any time, with or without reason, upon providing the Company with written notice of such termination which notice shall specify the date of such termination. Upon receipt of such notice by the Company, all obligations of the Company under this Agreement shall immediately cease; any unvested Retained Restricted Stock and Retained Options will immediately terminate and expire, and any vested Retained Options will be exercisable pursuant to the terms of the Stock Plan. In the event of a termination of this Agreement by Mr. Tyson, his obligations under Section 7 of the Agreement will continue after the termination.
3. During the Term, the Company shall pay Mr. Tyson \$300,000 annually for his services provided under this Agreement. The Company shall pay Mr. Tyson the foregoing amount through its regular payroll processes and shall convert the annual amount shown above into level payments for each payroll cycle occurring during the applicable period.
4. In addition to the compensation paid pursuant to Section 3, throughout the entire Term, (i) Mr. Tyson shall be eligible to participate in any benefit plan or program maintained by the Company other than plans or programs related to Company bonus, equity compensation or long-term disability, (ii) the Company shall provide Mr. Tyson with coverage under all employee pension and welfare benefit programs, plans and practices in accordance with the terms thereof and which the Company generally makes available to its most senior officers, and (iii) the Company shall provide Mr. Tyson, his spouse and his eligible dependents with healthcare, hospitalization, medical, long term care, vision, dental, and other similar insurance coverage or benefits (collectively the “Health Coverage”) under the Tyson Healthcare
-

Continuation Plan or any successor or additional plan maintained by the Company and at such coverage levels and upon such terms and conditions as shall otherwise be made available to any of the most senior officers of the Company (including, without limitation, the provision of the Health Coverage at a monthly cost to Mr. Tyson that is equal to the monthly premium cost paid by other similarly situated participants). Unless this Agreement is terminated by the Company for "Cause" or voluntarily by Mr. Tyson (other than by reason of the Company's breach of this Agreement), from and after the expiration or termination of the Term of this Agreement, the Company shall continue to provide Health Coverage to Mr. Tyson, his spouse and his eligible dependents consistent with the terms of this Section 4(iii) (the "Post Termination Health Coverage"). In addition, during the Term the Company shall permit Mr. Tyson to participate in any benefit plan or arrangement generally made available to employees of the Company, including reimbursement of expenses incurred in connection with the business of the Company or in the performance of Mr. Tyson's obligations under this Agreement including without limitation, expenses for travel and similar items related to Mr. Tyson's performance of his services and duties hereunder, in accordance with the policies of the Company. During the Term, the Company shall also provide Mr. Tyson with the following perquisites:

- (a) Reimbursement of dues incurred by Mr. Tyson for one annual country club membership consistent with the past practices of Mr. Tyson at the Company;
- (b) Use of, and the payment of all reasonable expenses (including, without limitation, insurance, repairs, maintenance, fuel and oil) for, an automobile. The monthly lease payment or allowance for such automobile shall be consistent with past practices under the Original Agreement;
- (c) Personal use of the Company-owned aircraft for up to one hundred twenty (120) hours per year during the Term; provided, however, that Mr. Tyson's personal use of the Company-owned aircraft shall be approved pursuant to the Company's then existing aircraft approval policy and shall not interfere with Company use of the Company-owned aircraft. As part of such personal use, Mr. Tyson may designate such number of additional passengers on such Company-owned aircraft as seating permits, and Mr. Tyson need not be one of the passengers;

- (d) Payment of or reimbursement from the Company for reasonable costs incurred by Mr. Tyson for tax and estate planning advice;
- (e) Reimbursement from or payment by the Company for the annual premium payment on that certain existing \$7,500,000 life insurance policy on the life of Mr. Tyson consistent with past practice. If during the Term Mr. Tyson chooses to replace the existing policy with a different life insurance policy, the Company's obligation to reimburse Mr. Tyson for the annual premium will not exceed the amount paid to Mr. Tyson for the last year under the existing policy. The Company has no interest in any such policy nor the proceeds payable under any such policy;
- (f) Use of, and the payment of all reasonable expenses associated with, mobile telephone (Mr. Tyson will pay the same monthly fee charged other employees of the Company for a mobile telephone), e-mail or other communication devices, home telephone and internet lines, and secretarial, administrative and bookkeeping support and services similar to or consistent with those previously provided by the Company to Mr. Tyson;
- (g) Reasonable personal use of the Company-owned entertainment assets; provided, however, such use shall be approved pursuant to the Company's then existing approval policy and such personal use of these assets shall not interfere with the Company's business use thereof;
- (h) Up to 1,500 hours per year of security services to be designated by Mr. Tyson, to be valued at \$40 per hour; and
- (i) The Company will reimburse and gross-up Mr. Tyson for any and all tax liability (including interest and penalties) imposed upon Mr. Tyson in connection with the provision of the services and benefits sets forth in Sections 4(a)-(h) in an amount sufficient so that the services and benefits will be provided hereunder without reduction for taxes.

The expenses described in this Section 4 must be incurred by Mr. Tyson during the Term of this Agreement to be eligible for reimbursement. All reimbursement shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the calendar year following the calendar year in which the expense was incurred, nor shall

the amount of reimbursable expenses incurred in one taxable year affect the expenses eligible for reimbursement in any other taxable year.

5. Mr. Tyson shall be eligible to receive benefit payments under the Company SERP. In accordance with the terms of the SERP, taking into account those provisions requiring a temporary delay in the commencement of SERP payments applicable to certain participants, including Mr. Tyson, the first annual payment of SERP benefits to Mr. Tyson will be made in April of 2008. The annual payment made to Mr. Tyson under the SERP will be \$175,195.70 (which represents the total grossed-up benefit amount) less any required tax withholdings.
6. If this Agreement is terminated early due to Mr. Tyson's death, the compensation and benefits described in Sections 3, 4 (other than the Post Termination Health Coverage which shall continue) and 5 above shall cease, and the Company shall have no further obligations under this Agreement except as provided in this Section 6. In the event of Mr. Tyson's death during the Term, the Company shall, within thirty (30) days of Mr. Tyson's death, pay his designated beneficiary a lump sum payment equal to the remaining payments that would have been made to Mr. Tyson under Section 3 of this Agreement for the period of time between Mr. Tyson's death and September 27, 2017. Additionally, from and after the earlier of the expiration or termination of this Agreement or the date of Mr. Tyson's death, the Company shall thereafter, upon written notice given to the Company by Mr. Tyson or his legal representative, as applicable, terminate and redeem all outstanding and unexercised Retained Options to purchase any Company stock, whether or not then vested, held by Mr. Tyson in exchange for a lump sum payment equal to the aggregate difference between (i) the fair market value of the stock represented by such Retained Options as determined as of the close of the Company's business on the date of the occurrence of the event giving rise to application hereof less (ii) the strike price for such stock under the applicable Retained Options.
7. Mr. Tyson agrees to the following terms and conditions regarding the nondisclosure of confidential information; non-competition; and non-disparagement:
 - (a) Mr. Tyson shall not, without the prior written consent of the Company, use, divulge, disclose or make accessible to any other person, firm, partnership, corporation or other entity any Confidential Information (as defined below) pertaining to the business of the Company or any of its affiliates, except (i) while employed by the Company, in the business of and for the benefit of the Company, or (ii) when required to do so by a court of

competent jurisdiction, by any governmental agency having supervisory authority over the business of the Company, or by any administrative body or legislative body (including a committee thereof) with jurisdiction to order Mr. Tyson to divulge, disclose or make accessible such information. For purposes of this Section 7(a), "Confidential Information" shall mean non-public information concerning the financial data, strategic business plans, product development (or other proprietary product data), customer lists, marketing plans and other non-public, proprietary and confidential information of the Company or its affiliates (the "Restricted Group") or customers, that, in any case, is not otherwise available to the public (other than by Executive's breach of the terms hereof). Notwithstanding the foregoing, it is acknowledged and agreed that an insubstantial or inadvertent disclosure or use of any Confidential Information by Mr. Tyson shall not be deemed a breach of this provision.

- (b) During the first one (1) year of the Term of this Agreement, Mr. Tyson agrees that, without the prior written consent of the Company, (A) he will not, directly or indirectly, in the United States, participate in any Position (as defined below) in any business which is in direct competition with any business of the Restricted Group and (B) he shall not, on his own behalf or on behalf of any person, firm or company, directly or indirectly, solicit or offer employment to any person who has been employed by the Restricted Group at any time during the 13 months immediately preceding such solicitation, and (C) he shall not, on his own behalf or on behalf of any person, firm or company, solicit, call upon, or otherwise communicate in any way with any client, customer, prospective client or prospective customer of the Company or of any member of the Restricted Group for the purposes of causing or of attempting to cause any such person to purchase products sold or services rendered by the Company or by any member of the Restricted Group from any person other than the Company or any member of the Restricted Group. The term "Position" shall include, without limitation, a partner, director, holder of more than 5% of the outstanding voting shares, principal, executive, officer, manager or any employment or consulting position. It is acknowledged and agreed that the scope of the clause as set forth above is essential, because (i) a more restrictive definition of "Position" (e.g. limiting it to the "same" position with a competitor) will subject the Company to serious, irreparable harm by allowing competitors to describe positions in ways to evade the operation of this clause, and substantially restrict the protection sought by the Company, and (ii) by the allowing Mr. Tyson to escape the application of this clause by accepting a position

designated as a "lesser" or "different" position with a competitor, the Company is unable to restrict Mr. Tyson from providing valuable information to such competing company to the harm of the Company.

- (c) Mr. Tyson agrees that he will not, directly or indirectly, individually or in concert with others, engage in any conduct or make any statement that has the effect of undermining or disparaging the reputation of the Company or any member of the Restricted Group, or their good will, products, or business opportunities; or that has the effect of undermining or disparaging the reputation of any officer, director, agent, representative or employee, past or present, of the Company or any member of the Restricted Group. Notwithstanding the above, Mr. Tyson will not be in violation of this provision if he (i) in good faith engages in conduct or makes any statement in the performance of providing advice to the Company under this Agreement or his duties as a board member; or (ii) makes any such statement which is not publicly disseminated, or which Mr. Tyson could not reasonably have expected to be publicly disseminated, and was not intended to hurt or damage the Company. It is acknowledged and agreed that the provisions of this Section 7(c) are intended for the sole and exclusive benefit of the Company and there are no third party beneficiaries hereof. As a result, the provisions hereof do not create any right or claim in favor of any person or entity other than the Company nor shall any third party or individual, including without limit, any officer, director, agent, representative or employee of the Company or any member of the Restricted Group, have any right to individually or separately enforce or seek or assert any claim based upon the provisions hereof (or any alleged breach or violation hereof) as against Mr. Tyson. The Company agrees that it shall not, directly or indirectly, engage in any conduct or make any statement that is likely to have the effect of undermining or disparaging the reputation of Mr. Tyson.
- (d) For purposes of this Section 7, a business shall be deemed to be in competition with the Restricted Group if it is principally involved in the purchase, sale or other dealing in any property or the rendering of any service purchased, sold, dealt in or rendered by the Restricted Group as a material part of the business of the Restricted Group within the same geographic area in which the Restricted Group effects such purchases, sales or dealings or renders such services. Nothing in this Section 7 shall be construed so as to preclude Mr. Tyson from investing in any company if in compliance with Section 7(b) hereof.

- (e) Mr. Tyson and the Company agree that this covenant not to compete is a reasonable covenant under the circumstances, and further agree that if in the opinion of any court of competent jurisdiction such restraint is not reasonable in any respect, such court shall have the right, power and authority to excise or modify such provision or provisions of this covenant as to the court shall appear not reasonable and to enforce the remainder of the covenant as so modified. Mr. Tyson agrees that any breach of the covenants contained in this Section 7 would irreparably injure the Company. Accordingly, Mr. Tyson agrees that the Company may, in addition to pursuing any other remedies it or they may have in law or in equity, cease making any payments otherwise required by this Agreement and obtain an injunction against Mr. Tyson from any court having jurisdiction over the matter restraining any further violation of this Agreement by Mr. Tyson.
8. This Agreement shall be binding upon and inure to the benefit of the successors, heirs and legal representatives of Mr. Tyson and the assigns and successors of the Company, but neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise subject to hypothecation by either (i) Mr. Tyson except by will, by operation of the laws of intestate succession, or with the permission of the Company (which permission the Company may withhold in its sole and absolute discretion) or (ii) the Company; provided, however, that the Company may assign this Agreement to any successor (whether by merger, purchase or otherwise) to all or substantially all of the stock, assets or business(es) of the Company provided that no such assignment by the Company shall relieve the Company from any direct, continuing and primary liability or responsibility owed to Mr. Tyson from or in connection with any such assignee's breach, default or violation hereof.
9. The Company may withhold from any and all amounts payable under this Agreement, such federal, state or local taxes that are required to be withheld pursuant to any applicable law or regulation.
10. This Agreement represents the complete agreement between the Company and Mr. Tyson concerning the subject matter hereof and supersedes all prior employment or benefit agreements or understandings, written or oral. No attempted modification or waiver of any of the provisions hereof shall be binding on either party unless in writing and signed by both Mr. Tyson and the Company.

11. It is the intention of the parties hereto that all questions with respect to the construction and performance of this Agreement shall be determined in accordance with the laws of the State of Delaware without regard to any state's conflicts of laws principles.
12. It is the intention of the parties that this Agreement complies with the provisions of Section 409A of the Internal Revenue Code of 1986, as amended, and Treasury Regulations and other Internal Revenue Service guidance thereunder (collectively, "Section 409A"). Accordingly, this Agreement may be amended from time to time with the consent of Mr. Tyson (which consent will not be unreasonably withheld) as may be necessary or appropriate to comply with, and to avoid adverse tax consequences under, Section 409A. Notwithstanding the foregoing, the Company shall reimburse and gross-up Mr. Tyson for any and all excise or other tax liability (including interest and penalties) that may be assessed by the IRS pursuant to Section 409A and imposed upon Mr. Tyson under or in connection with the Company's making of any payment or provision of any benefits to Mr. Tyson hereunder all in an amount sufficient so that such payments and benefits received by Mr. Tyson hereunder will be so received without reduction for any such taxes, interest or penalties.
13. If any provision of this Agreement shall be declared to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the remaining provisions hereof which shall remain in full force and effect.
14. Each party hereto shall be solely responsible for any and all legal fees incurred by him or it in connection with this Agreement, including the enforcement hereof.
15. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.
16. Mr. Tyson will continue to be indemnified by the Company pursuant to each of (i) that certain Indemnity Agreement between Mr. Tyson and the Company dated May 9, 1997 and (ii) that certain Indemnity Agreement between Mr. Tyson and the Company dated September 28, 2007. Mr. Tyson will receive all rights of indemnification and related benefits consistent with and on terms no less favorable than those extended by the Company or any member of the Restricted Group to any other former, then current or future officer, director, or fiduciary of the Company or any member of the Restricted Group including, without limit, coverage under any errors and omissions, directors and officers or other liability insurance coverage maintained by the Company or any member of the Restricted Group.

17. Upon the occurrence of a Change in Control (defined below) the Retained Restricted Stock and the Retained Options, as described in Sections 1(b) and (c); and which awards are unvested at the time of the Change in Control, will vest sixty (60) days after the Change in Control event occurs (unless vesting earlier pursuant to the terms of the award agreement). If Mr. Tyson is terminated by the Company other than for "Cause" during such sixty (60) day period, all of the unvested Retained Restricted Stock and Retained Options will vest on the date of termination. For purposes of this Agreement, the term "Change in Control" shall have the same meaning as the term "Change in Control" as set forth in the Stock Plan; provided, however, that a Change in Control shall not include any event as a result of which one or more of the following persons or entities possess, immediately after such event, over fifty percent (50%) of the combined voting power of the Company or, if applicable, a successor entity: (a) Don Tyson; (b) individuals related to Don Tyson by blood, marriage or adoption, or the estate of any such individual; or (c) any entity (including, but not limited to, a partnership, corporation, trust or limited liability company) in which one or more 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. The Compensation Committee of the Company's Board of Directors shall have the sole discretion to interpret the foregoing provisions of this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

TYSON FOODS, INC.

JOHN TYSON

By: /s/ Richard Bond

/s/ John Tyson

Title: President & CEO

SCHEDULE 1

<u>Grant Date</u>	<u>Shares</u>	<u>Strike Price</u>	<u>Expiration</u>	<u>Vesting Date(s)</u>
03/29/01	200,000	\$ 11.50	03/29/2011	Fully Vested
10/15/01	200,000	\$ 9.32	10/15/2011	Fully Vested
10/10/02	200,000	\$ 9.64	10/10/2012	<ul style="list-style-type: none">• 80% - Vested• 20% - vests on 10/10/07
07/29/03	500,000	\$ 11.23	07/29/2013	<ul style="list-style-type: none">• 80% - Vested• 20% - Vests on 07/29/08
09/19/03	500,000	\$ 13.33	09/19/2013	<ul style="list-style-type: none">• 80% - Vested• 20% - Vests on 09/19/08
09/29/04	500,000	\$ 15.96	09/29/2014	<ul style="list-style-type: none">• 40% - Vested• 20% - Vests on each of 09/29/07, 9/29/08 and 9/29/09
11/16/05	500,000	\$ 16.35	11/16/2015	<ul style="list-style-type: none">• 40% - Vests on 11/16/07• 20% - Vests on each of 11/16/08, 11/16/09, and 11/16/10
11/17/06	500,000	\$ 15.37	11/17/2016	<ul style="list-style-type: none">• 40% - Vests on 11/17/08• 20% - Vests on each of 11/17/09, 11/17/10, and 11/17/11

Schedule 1

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (the "Agreement") is made and entered into this 28th day of September, 2007, by and between TYSON FOODS, INC., a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "Tyson"), and John Tyson (hereinafter referred to as the "Indemnitee").

RECITALS

A. Indemnitee has previously served as an officer and director of Tyson and will hereafter serve as a director of and adviser to Tyson, and Tyson wishes Indemnitee to serve in such capacities as a director and advisor.

B. Indemnitee has indicated that he does not regard the indemnities available under Tyson's by-laws and available insurance, if any, as adequate to protect him against the risks associated with his service to Tyson, including his service as an adviser.

C. As a condition to the Indemnitee's willingness to serve in such capacities as a director of and advisor to Tyson, and as additional consideration for that certain Agreement dated effective September 28, 2007 between Tyson and Indemnitee addressing the advisory services to be provided by Indemnitee to Tyson, being executed simultaneously herewith, Tyson has agreed to indemnify and hold the Indemnitee harmless from and against certain claims, demands, damages, actions, causes of action, liabilities, losses and expenses, as described herein.

D. The parties wish to document their understandings regarding such indemnification rights and obligations, as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises recited and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Tyson, the parties hereby agree as follows:

1. **Indemnification for Losses** . Tyson hereby agrees to discharge, indemnify and hold the Indemnitee (and, if applicable, the Indemnitee's executors or administrators) (hereinafter referred to individually as a "Covered Indemnitee" and collectively as the "Covered Indemnitees") harmless from and against any and all claims, demands, damages, actions, causes of action, liabilities, losses, costs and expenses (including, but not limited to, court costs, judgments, fines and taxes) of whatever kind or nature, in law, equity or otherwise, which may arise or be incurred in connection with investigating, preparing and defending against any actions, proceedings, or suits of any kind or nature whatsoever, whether civil, criminal, administrative or investigative (whether commenced or threatened), in any way relating to any claim, allegation or assertion made against the Indemnitee because of any current or future act or omission or neglect or breach of duty, including any error or misstatement or misleading statement, which the Indemnitee allegedly commits or suffers in the Indemnitee's current or future capacity or capacities for Tyson (collectively, such claims, demands, damages, actions, causes of action, liabilities, losses, costs and expenses are referred to hereafter as

“Losses”). For purposes of this Agreement, Losses shall not include reasonable attorneys’ fees and related expenses, which fees and expenses are separately addressed in Paragraph 5 below.

2. **Indemnification Limitations** . The indemnification obligations of Tyson under Paragraph 1 shall not apply to Losses:

(a) for which payment is actually made to the Indemnitee under a valid and collectible insurance policy or bond, except in respect of any excess beyond the amount of payment under such insurance policy or bond;

(b) for which the Indemnitee is indemnified by Tyson or receives payment for such Losses otherwise than pursuant to this Agreement;

(c) based upon or attributable to the Indemnitee gaining in fact any remuneration, personal profit or advantage to which he was not legally entitled;

(d) for an accounting of profits made from the purchase or sale by the Indemnitee of securities of Tyson within the meaning of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto or similar provisions of any state statutory law or common law;

(e) brought about or contributed to by the dishonesty of Indemnitee; however, notwithstanding the foregoing, Indemnitee shall be protected under this Agreement as to any claims upon which suit may be brought against him by reason of any alleged dishonesty on his part, unless a judgment or other final adjudication thereof adverse to Indemnitee shall establish that he committed acts of active and deliberate dishonesty with actual dishonest purpose and intent which were material to the cause of action so adjudicated;

(f) if a final decision by a court having jurisdiction in the matter shall determine that such payment is not lawful; or

(g) for which the Indemnitee is finally judicially determined on the merits to have caused through the bad faith or dishonesty of the Indemnitee; provided such bad faith or dishonesty was material to the cause of action so adjudicated.

3. **Inapplicability of Indemnity** . In the event that the indemnification otherwise available to a Covered Indemnitee is not valid or enforceable under applicable law, then any Loss suffered by such Covered Indemnitee which would otherwise be subject to Indemnification under this Agreement shall be funded and paid or reimbursed to the Covered Person by Tyson (a) in such proportion as is appropriate to reflect the relative benefits to Tyson, on the one hand, and the Indemnitee, on the other, with respect to the matter in question; or (b) if, but only if, the allocation provided by clause (a) of this Paragraph 3 is not permitted by applicable law, then in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (a), but also the relative

fault of Tyson, on the one hand, and the Indemnitee, on the other, as well as any other equitable considerations.

4. **Indemnification Procedures** . Losses shall be indemnified by Tyson only as a result of a settlement, final judgment or decree incurred in accordance with the following procedures:

(a) If any action, proceeding or suit shall be brought or asserted against a Covered Indemnitee in respect of which indemnity may be sought under this Agreement, the Covered Indemnitee shall promptly notify Tyson in writing, and Tyson will have the right at its option promptly to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Covered Indemnitee and the payment of all expenses. Any Covered Indemnitee shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of separate counsel shall be for the account of the Covered Indemnitee unless (a) the employment thereof has been specifically authorized by Tyson in writing; (b) Tyson has failed within a reasonable time to assume the defense and employed counsel; or (c) the Covered Indemnitee shall have been advised by counsel that representation of the Covered Indemnitee and Tyson by the same counsel would be inappropriate under applicable standards of professional conduct due to actual or potential differing interests among them.

(b) Tyson shall not be liable for any settlement of any action, proceeding or suit effected without the written consent of Tyson or for any final judgment or decree entered in any such action, proceeding or suit if the Covered Indemnitee fails to provide Tyson promptly with written notice of the assertion of the action, proceeding or suit in the manner contemplated by subparagraph (a) above. If the action, proceeding or suit is settled with Tyson's written consent, or if there is a final judgment or decree for the plaintiff in any such action, proceeding or suit by a court of competent jurisdiction and the time to appeal shall have been denied and Tyson was provided with prompt written notice of the assertion of the action, proceeding or suit, Tyson agrees to indemnify and hold harmless the Covered Indemnitee from and against any Losses incurred by reason of the settlement, judgment or decree.

5. **Indemnification of Legal Expenses** . In the event that a Covered Indemnitee employs separate counsel pursuant to Paragraph 4(a) above, Tyson shall advance to the Covered Indemnitee, prior to any final disposition of any pending action, proceeding or suit, whether civil, criminal, administrative or investigative, any and all reasonable attorneys' fees and expenses incurred in preparing, investigating and defending any such action, proceeding or suit within thirty (30) days after receiving copies of invoices presented to the Covered Indemnitee for such expenses. The Covered Indemnitee shall reimburse Tyson for all such advances only if and to the extent that a final decision by a court of competent jurisdiction has determined that it was unlawful for the Covered Indemnitee to be indemnified for such fees and expenses.

6. **Subrogation.** In the event Tyson makes any payments pursuant to the terms of this Agreement, Tyson shall be subrogated to the extent of such payments to all of the rights of recovery

of the Covered Indemnitee. A Covered Indemnitee shall execute all documents necessary and provide such other cooperation as is necessary to preserve such rights of recovery, including the execution of such documents necessary to enable Tyson effectively to bring suit to enforce such rights.

7. **Inducement** . Tyson expressly confirms that it has entered into this Agreement and assumed the obligations hereunder to induce the Indemnitee to continue serving as a director of and to serve as an advisor to Tyson and acknowledges that the Indemnitee is relying upon the benefits provided by this Agreement in agreeing to serve in such capacities. In the event the Indemnitee is required to bring any action to enforce rights or to collect monies due under this Agreement and is successful in such action, Tyson shall reimburse the Indemnitee for all of Indemnitee's reasonable attorneys' fees and expenses in preparing, investigating and pursuing such action.

8. **Continuation** . All obligations of Tyson hereunder shall continue during the period which Indemnitee serves as a director of and advisor to Tyson and shall continue following the expiration or termination of such capacities so long as the Indemnitee shall be subject to any possible action, proceeding or suit of any kind or nature whatsoever, whether civil, criminal, administrative or investigative relating to the Indemnitee's current or future capacities as a director or officer of or advisor to Tyson.

9. **Binding Effect, No Assignment** . This Agreement shall be binding upon and inure to the benefit of the assigns, successors and legal representatives of Tyson and to the executors or administrators of the Indemnitee. This Agreement may not be assigned by the Indemnitee except pursuant to the laws of descent and distribution.

10. **No Waiver** . No waiver by a party of any right under this Agreement shall be given effect except by a written instrument signed by the party waiving the right. A written waiver given by any party waiving that party's right to enforce any provision under this Agreement in any particular circumstance shall not operate as a waiver of that provision in any other circumstance or of any other provisions of this Agreement. No delay on the part of any party in exercising any right hereunder shall operate as a waiver thereof.

11. **Entire Agreement** . The parties agree that the provisions of this Agreement, together with each of that certain Indemnity Agreement dated May 9, 1997 between Tyson and Indemnitee and that certain Agreement dated effective September 28, 2007 between Tyson and Indemnitee addressing the advisory services being provided by Indemnitee to Tyson, supersede any other arrangement, whether written or oral, previously agreed to between the parties concerning the subject matter of this Agreement.

12. **Severability** . The parties agree that in the event a court of competent jurisdiction holds that any part of this Agreement is invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect as if the provisions held invalid or unenforceable were never a part hereof.

13. **Amendment, Modification and Termination** . This Agreement may not be amended or modified except by an instrument in writing signed by or on behalf of the parties hereto.

14. **Governing Law** . The validity, construction and operation of this Agreement shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TYSON FOODS, INC.

By: /s/ Richard Bond
Name: Richard L. Bond
Title: President and Chief Executive Officer

INDEMNITEE

By: /s/ John Tyson
Name: John Tyson
Title: Director

TYSON FOODS, INC.
RESTRICTED STOCK UNIT AGREEMENT

RESTRICTED STOCK UNIT AGREEMENT (the "Agreement") is made and entered into as of September 28, 2007 (the "Grant Date"), by and between TYSON FOODS, INC., a Delaware corporation (the "Company"), and Richard L. Bond (the "Employee") SSN ###-##-####.

Subject to the Additional Terms and Conditions attached hereto and incorporated herein by reference as part of this Agreement, the Company hereby awards as of the Grant Date to the Employee the restricted stock units ("Restricted Stock Units") described below (the "Restricted Stock Unit Grant") pursuant to the Tyson Foods, Inc. 2000 Stock Incentive Plan (the "Stock Plan") in consideration of the Employee's services to be rendered on behalf of the Company as contemplated by the terms of the Employee's current Employment Agreement with the Company (the "Employment Agreement") and the cancellation and forfeiture of shares of restricted stock previously held by the Employee pursuant to a grant made on July 29, 2003.

- A. Grant Date : September 28, 2007.
 - B. Restricted Stock Units : Restricted Stock Units representing the right to receive 853,589.7829 shares of the Company's Class A common stock, par value \$.10 per share ("Common Stock"), plus any additional Restricted Stock Units credited pursuant to Section 3(b) of the Additional Terms and Conditions attached hereto.
 - C. Vesting Schedule : The Restricted Stock Units shall vest according to the Vesting Schedule attached hereto as Schedule 1. The Restricted Stock Units which have become vested pursuant to the Vesting Schedule are herein referred to as the "Vested Stock Units."
 - D. Payment of Vested Stock Units : The Company shall issue to the Employee one share of Common Stock for each Vested Stock Unit held by the Employee (the "Vested Shares") on the earlier of the following dates to occur (the "Payment Date"):
 - (i) the first business day of the fiscal year beginning after the date on which the Employee separates from service, within the meaning of Section 409A of the Code (a "Separation from Service"); or
 - (ii) if the Vesting Date is accelerated due to a Change in Control (as described in Section 5(c) of the Additional Terms and
-

Conditions) and such Change in Control is a “change in control event” within the meaning of Section 409A of the Code, the Payment Date will be made, at the discretion of the Company, after, but no later than sixty (60) days following, the effective date of the Change in Control.

- E. Cancellation and Forfeiture of Restricted Shares . In consideration for the Restricted Stock Unit Grant, the Restricted Stock Agreement, dated July 29, 2003, between the Company and the Employee is hereby cancelled and terminated in its entirety and the Employee hereby forfeits 853,589.7829 shares of restricted stock held by the Employee and scheduled to vest on February 12, 2008 pursuant to such agreement and authorizes the immediate transfer of such shares to the Company.
- F. Compliance With Section 409A of the Code . This Restricted Stock Unit Grant is intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and shall be interpreted and construed accordingly. The difference in the timing of the Payment Date pursuant to this Agreement and the vesting date under the Restricted Stock Agreement cancelled pursuant to Paragraph E above is intended to comply with Section 409A of the Code based on the Company’s interpretation of the final regulations thereunder, including the transition rule set forth in IRS Notice 2005-1, Q&A-19(c), and extended in IRS Notice 2006-79, which permits the timing of the payment of deferred compensation or a short-term deferral to be changed prior to January 1, 2008.

above. IN WITNESS WHEREOF, the Company and the Employee have executed this Agreement as of the Grant Date set forth

TYSON FOODS, INC.:

By: /s/ Kenneth Kimbro

Title: SVP of HR

/s/ Richard Bond

Richard L. Bond

**ADDITIONAL TERMS AND CONDITIONS OF
TYSON FOODS, INC.
RESTRICTED STOCK UNIT AGREEMENT**

1. **Stock Units Credited to Unfunded Account .** The Restricted Stock Units and Vested Stock Units subject to this Agreement shall be unfunded units, each of which shall be measured by reference to one share of Common Stock and credited to an account maintained for the benefit of the Employee. The Committee (as defined in the Stock Plan) shall cause periodic statements of account to be delivered to the Employee, at such time or times as the Committee may determine in its sole discretion, showing the number of Restricted Stock Units and Vested Stock Units held by the Employee. Subject to other Additional Terms and Conditions, the Committee shall cause the Vested Shares to be issued to the Employee on the Payment Date.

2. **Condition to Delivery of Vested Shares.**

a. The Employee may notify the Company in writing, which notice must be received by the Company at least thirty (30) days prior to the Payment Date, that the Employee wishes to pay all of the tax withholding obligations (whether federal, state or local) imposed on the Company by reason of the issuance of the Vested Shares to the Employee. If Employee so notifies the Company, in order to receive the Vested Shares, Employee must deliver to the Company on the Payment Date either cash or a certified check payable to the Company in the amount of all of the tax withholding obligations (whether federal, state or local) imposed on the Company by reason of the issuance of the Vested Shares to which the election applies.

b. If the Employee does not deliver a timely election to make a supplemental payment with cash or by certified check for tax withholding obligations as provided in Section 2(a) as to all or a portion of the Vested Shares, Employee will be deemed to have elected to have the actual number of Vested Shares reduced by the smallest number of whole shares of Common Stock which, when multiplied by the Fair Market Value of the Common Stock, as determined by the Committee, on the Payment Date is sufficient to satisfy the amount of the tax withholding obligations imposed on the Company by reason of the issuance of such Vested Shares (the "Withholding Election"). Employee understands and agrees that Employee's signing of this Agreement will be deemed to be Employee's election to make a Withholding Election pursuant to this Section 2 and such other consistent terms and conditions prescribed by the Committee.

c. The Committee reserves the right to give no effect to a Withholding Election in which case the Employee will remain obligated to satisfy applicable tax withholding obligations with cash or by a certified check in the manner provided by the Committee. If the Committee elects not to give effect to the Withholding Election, it shall provide the Employee with written notice reasonably in advance of the Payment Date.

3. Rights as Stockholder.

a. Employee, or his permitted transferee under Section 4(d) below, shall have no rights as a stockholder with respect to the shares subject to the Restricted Stock Unit Grant until the Vested Shares are issued to the Employee on the Payment Date.

b. As of each date on which the Company pays a cash dividend to record owners of shares of Common Stock (a "Dividend Date"), the Employee shall be credited with additional Restricted Stock Units equal to (i) the product of the total number of Restricted Stock Units held by the Employee immediately prior to such Dividend Date multiplied by the dollar amount of the cash dividend paid per share of Common Stock by the Company on such Dividend Date, divided by (ii) the Fair Market Value of a share of Common Stock on such Dividend Date. Any such additional Restricted Stock Units shall be subject to the same vesting conditions and payment terms set forth herein as the Restricted Stock Units to which they relate. On each Dividend Date, the Employee shall be credited with additional Vested Stock Units equal to (A) the product of the total number of Vested Stock Units held by the Employee immediately prior to such Dividend Date multiplied by the dollar amount of the cash dividend paid per share of Common Stock by the Company on such Dividend Date, divided by (B) the Fair Market Value of a share of Common Stock on such Dividend Date. Any such additional Vested Stock Units shall be fully vested and shall be subject to the same payment terms set forth herein as the Vested Stock Units to which they relate.

4. Vesting, Forfeiture and Restrictions on Transfer of Restricted Stock Units and Vested Stock Units.

a. Generally. Those Restricted Stock Units which have become Vested Stock Units pursuant to the Vesting Schedule shall be considered as fully earned by the Employee, subject to the further provisions of Sections 4(b)(ii), 4(b)(v) or 4(c) below, as applicable, and the Company shall issue the Vested Shares to the Employee on the Payment Date. Any Restricted Stock Units which do not become Vested Stock Units in accordance with the Vesting Schedule will be forfeited.

b. Forfeitures upon Separation from Service.

(i) Termination by Employee. Upon a Separation from Service prior to a Vesting Date effected by the Employee for any reason other than due to the Employee's death or disability or, after attaining at least age 62, retirement, all Restricted Stock Units shall be forfeited as of the effective date of such Separation from Service.

(ii) Termination by Company Other Than for Egregious Circumstances. Upon a Separation from Service effected by the Company

for any reason other than Egregious Circumstances (as described in Section 4(b)(v)), the Employee shall become vested in the number of Restricted Stock Units provided in this Section 4(b)(ii) on the date of the Separation from Service, subject to the Employee's execution of a Separation Agreement and General Release in favor of the Company. If less than sixty percent (60%) of the time frame between the Grant Date and the vesting date shown on Schedule 1 has elapsed, the number of Restricted Stock Units that are eligible to become Vested Stock Units pursuant to this Section 4(b)(ii) shall be the number that bears the same relation to all Restricted Stock Units as (1) the number of full calendar months elapsed from the Grant Date to the last date of Employee's employment bears to (2) the number of full calendar months between the Grant Date and the Vesting Date, and the remaining Restricted Stock Units shall be forfeited. If at least sixty percent (60%) of the time frame between the Grant Date and Vesting Date has elapsed, all of the Restricted Stock Units shall fully vest and become Vested Stock Units. The Vested Shares shall be issued to the Employee on the Payment Date. Notwithstanding the foregoing provisions of this Section 4(b)(ii), if the Employee refuses to sign, or elects to revoke during any permitted revocation period, the Separation Agreement and General Release, then the vesting of any Restricted Stock Units pursuant to this Section 4(b)(ii) shall not occur and all Restricted Stock Units shall be forfeited.

(iii) Retirement. Upon the Employee's Separation from Service on or after attaining age 62, (A) if the last date of Employee's employment is twelve (12) months or less from the Grant Date, all Restricted Stock Units shall be forfeited; or (B) if the last date of Employee's employment is at least twelve (12) months and one day from the Grant Date, all of the Restricted Stock Units shall vest and become Vested Stock Units. The Restricted Stock Units that vest in accordance with Clause (B) of this Section 4(b)(iii) shall become Vested Stock Units as of the last date of Employee's employment. Vested Shares shall be issued to the Employee on the Payment Date.

(iv) Death or Disability. Upon the Employee's Separation from Service due to death or disability, all of the Restricted Stock Units shall vest and become Vested Stock Units on the last date of Employee's employment. Vested Shares shall be issued to the Employee on the Payment Date.

(v) Termination by Company for Egregious Circumstances. Upon a Separation from Service effected by the Company for Egregious Circumstances (as defined in Employment Agreement), all Restricted Stock Units shall be forfeited as of the effective date of such Separation from Service.

c. Certain Breaches of Employment Agreement. Notwithstanding anything to the contrary herein, if, at any time, the Company determines that the Employee has breached any of the terms, provisions and restrictions imposed upon Employee under the Employment Agreement, all of the Restricted Stock Units shall be forfeited. Such forfeiture shall occur without limiting the Company's other rights and remedies available under the Employment Agreement.

d. Restrictions on Transfer of Restricted Stock Units and Vested Stock Units. Prior to the Payment Date, the Restricted Stock Units and Vested Stock Units may not be transferred by the Employee other than (i) by will or the laws of descent and distribution or (ii) pursuant to beneficiary designation procedures approved by the Company. Except to the extent permitted by the foregoing sentence, prior to the Payment Date the Restricted Stock Units and Vested Stock Units may not be sold, transferred, assigned, pledged, hypothecated, encumbered or otherwise disposed of (whether by operation of law or otherwise) or be subject to execution, attachment or similar process. Upon any attempt to so sell, transfer, assign, pledge, hypothecate or encumber, or otherwise dispose of such Restricted Stock Units or Vested Stock Units, the Restricted Stock Unit Grant shall immediately become null and void.

5. Change in Capitalization.

a. The number and kind of shares subject to the Restricted Stock Unit Grant shall be proportionately adjusted to reflect a merger, consolidation, reorganization, recapitalization, reincorporation, stock split, stock dividend (in excess of two percent (2%)) or other change in the capital structure of the Company in accordance with the terms of the Stock Plan. All adjustments made by the Committee under this Section shall be final, binding, and conclusive upon all parties.

b. Subject to Section 5(c) below, in the event of any merger, consolidation, extraordinary dividend (including a spin-off), reorganization or other change in the corporate structure of the Company or its Common Stock or tender offer for shares of Common Stock, the Committee, in its sole discretion, may make such adjustments with respect to this Restricted Stock Unit Grant and take such other action as it deems necessary or appropriate to reflect or in anticipation of such merger, consolidation, extraordinary dividend (including a spin-off), reorganization, other change in corporate structure or tender offer, including, without limitation, the substitution of a new award, the termination or adjustment of the award, the acceleration of the award or the removal of restrictions on the award, as the Committee determines. Any such adjustment may provide, in the Committee's discretion, for the elimination without payment therefor of any fractional shares that might otherwise become subject to the award.

c. Upon the occurrence of a Change in Control, as defined in the Employment Agreement, the Restricted Stock Units shall become Vested Stock Units as of the effective date of the Change in Control event (unless vesting occurs earlier pursuant to the Vesting Schedule).

d. The existence of the Stock Plan and the Restricted Stock Unit Grant shall not affect the right or power of the Company to make or authorize any adjustment, reclassification, reorganization or other change in its capital or business structure, any merger or consolidation of the Company, any issue of debt or equity securities having preferences or priorities as to the Common Stock or the rights thereof, the dissolution or liquidation of the Company, any sale or transfer of all or part of its business or assets, or any other corporate act or proceeding.

6. Governing Laws. This Agreement shall be construed, administered and enforced according to the laws of the State of Delaware.

7. Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and permitted assigns of the parties.

8. Notice. Except as otherwise specified herein, all notices and other communications under this Agreement shall be in writing and shall be deemed to have been given if personally delivered or if sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the proposed recipient at the last known address of the recipient. Any party may designate any other address to which notices shall be sent by giving notice of the address to the other parties in the same manner as provided herein.

9. Severability. In the event that any one or more of the provisions or portion thereof contained in this 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 Agreement, and this 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 Stock Plan, and the provisions of Section 14 of the Employment Agreement, this Agreement expresses the entire understanding and agreement of the parties with respect to the subject matter. In the event of any conflict between the provisions of the Stock Plan and the terms of this Agreement, the provisions of the Stock Plan will control. The Restricted Stock Unit Grant has been made pursuant to the Stock Plan and an administrative record is maintained by the Committee indicating under which plan the Restricted Stock Unit Grant is authorized.

11. Violation. Any disposition of the Restricted Stock Units or Vested Stock Units or any portion thereof shall be a violation of the terms of this Agreement and shall be void and without effect.

12. Headings. Paragraph headings used herein are for convenience of reference only and shall not be considered in construing this 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 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 at law or in equity, and all such rights and remedies shall be cumulative.

14. No Right to Continued Retention. Neither the establishment of the Stock Plan nor the award of Restricted Stock Units hereunder shall be construed as giving Employee the right to a continued service relationship with the Company or an affiliate.

15. Postponement of Payment Date. Notwithstanding any provision in the Agreement to the contrary, if the Employee is a "specified employee" within the meaning of Section 409A of the Code at the date of his Separation from Service, then any payment provided for in this Agreement that would result in a tax under Section 409A of the Code if paid during the first six (6) months after the Separation from Service shall be withheld, starting with the payments latest in time during such six (6) month period, and paid to the Employee during the seventh month following the date of his Separation from Service.

16. Definitions. Any terms which are capitalized herein but not defined herein shall have the meaning set forth in the Stock Plan.

**SCHEDULE 1
TO TYSON FOODS, INC.
RESTRICTED STOCK UNIT GRANT**

Vesting Schedule

- A. Provided that the Employee does not experience a Separation from Service prior to the occurrence of the first applicable Vesting Date described in this Part A, the Restricted Stock Units shall become Vested Stock Units as follows:

<u>Percentage of Restricted Stock Units Which are Vested Stock Units</u>	<u>Vesting Date</u>
100%	February 12, 2008

The events described in Sections 4(b)(ii), (iii) and (iv) of the Agreement, and Section 14 of the Employment Agreement, shall also be considered Vesting Dates and Restricted Stock Units shall become Vested Stock Units as described in such Sections. Except as otherwise provided in Sections 4(b)(ii), (iii) or (iv) of the Agreement, and Section 14 of the Employment Agreement, all Restricted Stock Units shall be forfeited to the extent they do not become Vested Stock Units as of the applicable Vesting Date.

- B. The provisions of this Vesting Schedule are subject to, and limited by, all applicable provisions of the Agreement

Tyson Foods Continues Execution of Succession Planning

John Tyson to continue to lead board of directors

Springdale, Arkansas – September 28, 2007 – John Tyson will continue as Chairman of the Board of Tyson Foods, Inc. (NYSE: TSN), but has made the decision to serve in a non-executive capacity, the company announced today.

Building on the succession planning started last year when the duties of CEO were turned over to Richard L. “Dick” Bond, John Tyson will discontinue his remaining responsibilities as an executive officer of the company. This includes having senior executives who have been reporting to him, including the company's General Counsel and the Senior Vice President of External Relations, now report to the CEO.

As part of the change in responsibilities, John Tyson will provide advisory services to the company under the terms of a new contract, which takes effect today. This replaces, four months early, his previous contract that was scheduled to expire in February 2008 as well as the commitment to enter into a ten year senior executive employment agreement, and enables the company to begin the new fiscal year under this revised organizational structure. The new contract makes some adjustments in John Tyson’s compensation, which Tyson Foods officials believe are both favorable to and in the best interests of the company. More information about the new contract is in a Form 8-K, which was filed today with the Securities and Exchange Commission and is available on-line at www.sec.gov.

“The decision to relinquish my duties as an executive officer is part of the evolution of the company’s succession planning,” said John Tyson. “I have full confidence in Dick Bond and the rest of the management team to continue to move this company forward. As Chairman of the Board of Tyson Foods I will remain involved in overseeing the strategic direction of the company.”

“I thank John for his leadership and the foundation he’s established as Chairman,” said Bond. “I personally appreciate the support he’s given me as CEO and look forward to continuing to work with him as Chairman of our Board. Because of the hard work of the entire Tyson team, the company returned to profitability in fiscal 2007, which ends this week, and we look forward to even more improvement in the year ahead.”

John Tyson joined the company’s board of directors in 1984. After serving in various executive capacities, Tyson became Chairman in 1998. He served as Chairman, President and CEO beginning in 2000 and served as Chairman and CEO from 2001 to 2006. Tyson is 54.

Tyson Foods, Inc. [NYSE: TSN], founded in 1935 with headquarters in Springdale, Arkansas, is the world’s largest processor and marketer 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. Tyson provides products and service to customers throughout the United States and more than 80 countries. The company has approximately 104,000 Team Members employed at more than 300 facilities and offices in the United States and around the world. Through its Core Values, Code of Conduct and

Team Member Bill of Rights, Tyson 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.

####

Contact: Gary Mickelson, 479-290-6111, gary.mickelson@tyson.com