

TYSON FOODS INC

FORM 10-Q (Quarterly Report)

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Address	2200 DON TYSON PARKWAY SPRINGDALE, AR 72762-6999
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Industry	Food Processing
Sector	Consumer/Non-Cyclical
Fiscal Year	09/30

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

FORM 10-Q

(X) QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the quarterly period ended April 3, 2010

OR

() TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the transition period from _____ to _____

001-14704

(Commission File Number)

TYSON FOODS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

71-0225165

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

2200 Don Tyson Parkway, Springdale, Arkansas

(Address of principal executive offices)

72762-6999

(Zip Code)

(479) 290-4000

(Registrant's telephone number, including area code)

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No []

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes [] No []

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer [X]

Accelerated filer []

Non-accelerated filer [] (Do not check if a smaller reporting company)

Smaller reporting company []

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes [] No [X]

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of April 3, 2010.

Class

Class A Common Stock, \$0.10 Par Value (Class A stock)

Class B Common Stock, \$0.10 Par Value (Class B stock)

Outstanding Shares

306,947,285

70,021,155

TYSON FOODS, INC.
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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

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

	Three Months Ended		Six Months Ended	
	April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
Sales	\$ 6,916	\$ 6,307	\$ 13,551	\$ 12,828
Cost of Sales	6,352	6,054	12,458	12,557
	564	253	1,093	271
Selling, General and Administrative	220	209	435	425
Other Charges	-	15	-	15
Operating Income (Loss)	344	29	658	(169)
Other (Income) Expense:				
Interest income	(4)	(5)	(7)	(9)
Interest expense	100	78	180	145
Other, net	(1)	3	-	21
	95	76	173	157
Income (Loss) from Continuing Operations before Income Taxes	249	(47)	485	(326)
Income Tax Expense (Benefit)	93	58	170	(111)
Income (Loss) from Continuing Operations	156	(105)	315	(215)
Loss from Discontinued Operation, net of tax	-	(14)	-	(8)
Net Income (Loss)	156	(119)	315	(223)
Less: Net Loss Attributable to Noncontrolling Interest	(3)	-	(4)	(2)
Net Income (Loss) Attributable to Tyson	\$ 159	\$ (119)	\$ 319	\$ (221)
Weighted Average Shares Outstanding:				
Class A Basic	303	303	303	303
Class B Basic	70	70	70	70
Diluted	378	373	377	373
Earnings (Loss) Per Share from Continuing Operations Attributable to Tyson:				
Class A Basic	\$ 0.43	\$ (0.29)	\$ 0.87	\$ (0.58)
Class B Basic	\$ 0.39	\$ (0.26)	\$ 0.78	\$ (0.53)
Diluted	\$ 0.42	\$ (0.28)	\$ 0.84	\$ (0.57)
Loss Per Share from Discontinued Operation Attributable to Tyson:				
Class A Basic	\$ -	\$ (0.04)	\$ -	\$ (0.02)
Class B Basic	\$ -	\$ (0.04)	\$ -	\$ (0.02)
Diluted	\$ -	\$ (0.04)	\$ -	\$ (0.02)
Net Income (Loss) Per Share Attributable to Tyson:				
Class A Basic	\$ 0.43	\$ (0.33)	\$ 0.87	\$ (0.60)
Class B Basic	\$ 0.39	\$ (0.30)	\$ 0.78	\$ (0.55)
Diluted	\$ 0.42	\$ (0.32)	\$ 0.84	\$ (0.59)
Cash Dividends Per Share:				
Class A	\$ 0.040	\$ 0.040	\$ 0.080	\$ 0.080
Class B	\$ 0.036	\$ 0.036	\$ 0.072	\$ 0.072

See accompanying Notes to Consolidated Condensed Financial Statements.

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

April 3, 2010 October 3, 2009

Assets		
Current Assets:		
Cash and cash equivalents	\$ 812	\$ 1,004
Restricted cash	-	140
Accounts receivable, net	1,125	1,100
Inventories, net	2,112	2,009
Other current assets	180	122
Total Current Assets	4,229	4,375
Restricted Cash	-	43
Net Property, Plant and Equipment	3,628	3,576
Goodwill	1,918	1,917
Intangible Assets	176	187
Other Assets	460	497
Total Assets	\$ 10,411	\$ 10,595
Liabilities and Shareholders' Equity		
Current Liabilities:		
Current debt	\$ 90	\$ 219
Trade accounts payable	963	1,013
Other current liabilities	864	761
Total Current Liabilities	1,917	1,993
Long-Term Debt	2,889	3,258
Deferred Income Taxes	309	309
Other Liabilities	508	539
Redeemable Noncontrolling Interest	65	65
Shareholders' Equity:		
Common stock (\$0.10 par value):		
Class A-authorized 900 million shares, issued 322 million shares	32	32
Convertible Class B-authorized 900 million shares, issued 70 million shares	7	7
Capital in excess of par value	2,227	2,236
Retained earnings	2,685	2,399
Accumulated other comprehensive loss	(27)	(34)
	4,924	4,640
Less treasury stock, at cost – 15 million shares at April 3, 2010, and 16 million shares at October 3, 2009	231	242
Total Tyson Shareholders' Equity	4,693	4,398
Noncontrolling Interest	30	33
Total Shareholders' Equity	4,723	4,431
Total Liabilities and Shareholders' Equity	\$ 10,411	\$ 10,595

See accompanying Notes to Consolidated Condensed Financial Statements.

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

	Six Months Ended	
	April 3, 2010	March 28, 2009
Cash Flows From Operating Activities:		
Net income (loss)	\$ 315	\$ (223)
Depreciation and amortization	247	253
Deferred income taxes	1	(78)
Other, net	47	88
Net changes in working capital	(111)	367
Cash Provided by Operating Activities	499	407
Cash Flows From Investing Activities:		
Additions to property, plant and equipment	(264)	(160)
Change in restricted cash to be used for investing activities	43	(76)
Proceeds from sale of marketable securities	22	25
Purchases of marketable securities	(26)	(13)
Proceeds from sale of discontinued operation	-	43
Acquisitions, net of cash acquired	-	(76)
Other, net	(2)	20
Cash Used for Investing Activities	(227)	(237)
Cash Flows From Financing Activities:		
Net payments on revolving credit facilities	-	(2)
Payments on debt	(555)	(51)
Proceeds from borrowings of debt	15	851
Debt issuance costs	-	(58)
Change in restricted cash to be used for financing activities	140	(234)
Purchases of treasury shares	(31)	(4)
Dividends	(30)	(30)
Change in negative book cash balances	(13)	(90)
Stock options exercised and other, net	15	4
Cash Provided by (Used for) Financing Activities	(459)	386
Effect of Exchange Rate Change on Cash	(5)	11
Increase (Decrease) in Cash and Cash Equivalents	(192)	567
Cash and Cash Equivalents at Beginning of Year	1,004	250
Cash and Cash Equivalents at End of Period	\$ 812	\$ 817

See accompanying Notes to Consolidated Condensed Financial Statements.

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

NOTE 1: ACCOUNTING POLICIES

BASIS OF PRESENTATION

The consolidated condensed financial statements have been prepared by Tyson Foods, Inc. (“Tyson,” “the Company,” “we,” “us” or “our”). Certain information and accounting policies and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States have been condensed or omitted pursuant to such rules and regulations. Although we believe the disclosures contained herein are adequate to make the information presented not misleading, these consolidated condensed financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our annual report on Form 10-K for the fiscal year ended October 3, 2009. Preparation of consolidated condensed financial statements requires us to make estimates and assumptions. These estimates and assumptions affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated condensed financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

We believe the accompanying consolidated condensed financial statements contain all adjustments, which are of a normal recurring nature, necessary to state fairly our financial position as of April 3, 2010, the results of operations for the three and six months ended April 3, 2010, and March 28, 2009, and cash flows for the six months ended April 3, 2010, and March 28, 2009. Results of operations and cash flows for the periods presented are not necessarily indicative of results to be expected for the full year.

CONSOLIDATION

The consolidated condensed financial statements include the accounts of all wholly-owned subsidiaries, as well as majority-owned subsidiaries for which we have a controlling interest. All significant intercompany accounts and transactions have been eliminated in consolidation.

We have an investment in a joint venture, Dynamic Fuels LLC (Dynamic Fuels), in which we have a 50 percent ownership interest. Dynamic Fuels qualifies as a variable interest entity. We consolidate Dynamic Fuels since we are the primary beneficiary.

RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

In September 2006, the Financial Accounting Standards Board (FASB) issued guidance for using fair value to measure assets and liabilities. This guidance also requires expanded information about the extent to which companies measure assets and liabilities at fair value, the information used to measure fair value and the effect of fair value measurements on earnings. This guidance applies whenever other standards require (or permit) assets or liabilities to be measured at fair value. At the beginning of fiscal 2009, we partially adopted this standard, as allowed, which delayed the effective date for nonfinancial assets and liabilities. As of the beginning of fiscal 2009, we applied these provisions to our financial instruments and the impact was not material. We were required to apply fair value measurements to our nonfinancial assets and liabilities at the beginning of fiscal 2010. The adoption did not have a significant impact on our consolidated condensed financial statements.

In December 2007, the FASB issued guidance establishing principles and requirements for how an acquirer in a business combination: 1) recognizes and measures in its financial statements identifiable assets acquired, liabilities assumed, and any noncontrolling interest in the acquiree; 2) recognizes and measures goodwill acquired in a business combination or a gain from a bargain purchase; and 3) determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of a business combination. This guidance is effective for business combinations for which the acquisition date is on or after the beginning of the first annual reporting period beginning on or after December 15, 2008; therefore, we adopted this guidance at the beginning of fiscal 2010. The initial adoption did not have a significant impact on our consolidated condensed financial statements.

In December 2007, the FASB issued guidance to establish accounting and reporting standards for a noncontrolling interest in a subsidiary and for the deconsolidation of a subsidiary. This guidance clarifies that a noncontrolling interest in a subsidiary is an ownership interest in the consolidated entity and may be reported as equity in the consolidated financial statements, rather than in the liability or mezzanine section between liabilities and equity. This guidance also requires consolidated net income be reported at amounts that include the net income attributable to both Tyson (the parent) and the noncontrolling interest. We adopted the presentation and disclosure requirements retrospectively at the beginning of fiscal 2010. Accordingly, “attributable to Tyson” refers to operating results exclusive of any noncontrolling interest. In conjunction with this adoption, we also adopted guidance applicable for all noncontrolling interests in which we are or may be required to repurchase an interest in a consolidated subsidiary from the noncontrolling interest holder under a put option or other contractual redemption requirement. Because we have certain redeemable noncontrolling interests, noncontrolling interests are presented in both the equity section and the mezzanine section of the balance sheet between liabilities and equity.

In May 2008, the FASB issued guidance which specifies issuers of convertible debt instruments that may be settled in cash upon conversion (including partial cash settlement) should separately account for the liability and equity components in a manner that will reflect the entity's nonconvertible debt borrowing rate when interest cost is recognized in subsequent periods. The amount allocated to the equity component represents a discount to the debt, which is amortized into interest expense using the effective interest method over the life of the debt. We adopted this guidance in the first quarter of fiscal 2010 and applied it retrospectively. Upon retrospective adoption, our effective interest rate on our 3.25% Convertible Senior Notes due 2013 was determined to be 8.26%, which resulted in the recognition of a \$92 million discount to these notes with the offsetting after tax amount of \$56 million recorded to capital in excess of par value. This discount will be accreted over the five-year term of the convertible notes at the effective interest rate. The impact to our previously reported fiscal 2008 interest expense was not significant, while the impact increased fiscal 2009 non-cash interest expense by \$17 million.

The following table presents the effects of the retrospective application of new accounting guidance on our consolidated condensed financial statements (in millions, except per share data):

	Previously Reported	Adjustments: Convertible Debt	Adjustments: Noncontrolling Interest	As Adjusted
October 3, 2009 Balance Sheet:				
Long-Term Debt	\$ 3,333	\$ (75)	\$ -	\$ 3,258
Deferred Income Taxes	280	29	-	309
Minority Interest	98	-	(98)	-
Redeemable Noncontrolling Interest	-	-	65	65
Capital in Excess of Par Value	2,180	56	-	2,236
Retained Earnings	2,409	(10)	-	2,399
Total Tyson Shareholders' Equity	4,352	46	-	4,398
Noncontrolling Interest	-	-	33	33
Total Shareholders' Equity	4,352	46	33	4,431
Three Months Ended March 28, 2009 – Income Statement:				
Interest Expense	\$ 74	\$ 4	\$ -	\$ 78
Income (Loss) from Continuing Operations before Income Taxes	(43)	(4)	-	(47)
Income Tax Expense (Benefit)	47	11	-	58
Income (Loss) from Continuing Operations	(90)	(15)	-	(105)
Minority Interest	-	-	-	-
Net Income (Loss)	(104)	(15)	-	(119)
Less: Net Loss Attributable to Noncontrolling Interest	-	-	-	-
Net Income (Loss) Attributable to Tyson	-	-	-	(119)
Earnings (Loss) Per Share from Continuing Operations				
Attributable to Tyson:				
Class A Basic	\$ (0.25)	\$ (0.04)	\$ -	\$ (0.29)
Class B Basic	\$ (0.22)	\$ (0.04)	\$ -	\$ (0.26)
Diluted	\$ (0.24)	\$ (0.04)	\$ -	\$ (0.28)
Net Income (Loss) Per Share Attributable to Tyson:				
Class A Basic	\$ (0.29)	\$ (0.04)	\$ -	\$ (0.33)
Class B Basic	\$ (0.26)	\$ (0.04)	\$ -	\$ (0.30)
Diluted	\$ (0.28)	\$ (0.04)	\$ -	\$ (0.32)

	Previously Reported	Adjustments: Convertible Debt	Adjustments: Noncontrolling Interest	As Adjusted
Six Months Ended March 28, 2009 – Income Statement:				
Interest Expense	\$ 137	\$ 8	\$ -	\$ 145
Income (Loss) from Continuing Operations before Income Taxes	(318)	(8)	-	(326)
Income Tax Expense (Benefit)	(108)	(3)	-	(111)
Income (Loss) from Continuing Operations	(210)	(5)	-	(215)
Minority Interest	(2)	-	2	-
Net Income (Loss)	(216)	(5)	(2)	(223)
Less: Net Loss Attributable to Noncontrolling Interest	-	-	(2)	(2)
Net Income (Loss) Attributable to Tyson	-	-	-	(221)
Earnings (Loss) Per Share from Continuing Operations				
Attributable to Tyson:				
Class A Basic	\$ (0.57)	\$ (0.01)	\$ -	\$ (0.58)
Class B Basic	\$ (0.51)	\$ (0.02)	\$ -	\$ (0.53)
Diluted	\$ (0.56)	\$ (0.01)	\$ -	\$ (0.57)
Net Income (Loss) Per Share Attributable to Tyson:				
Class A Basic	\$ (0.59)	\$ (0.01)	\$ -	\$ (0.60)
Class B Basic	\$ (0.53)	\$ (0.02)	\$ -	\$ (0.55)
Diluted	\$ (0.58)	\$ (0.01)	\$ -	\$ (0.59)

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In December 2008, the FASB issued guidance requiring additional disclosures about assets held in an employer's defined benefit pension or other postretirement plan. This guidance is effective for fiscal years ending after December 15, 2009, with early adoption permitted. We will adopt the disclosure requirements beginning with our fiscal 2010 annual report.

In June 2009, the FASB issued guidance removing the concept of a qualifying special-purpose entity (QSPE). This guidance also clarifies the requirements for isolation and limitations on portions of financial assets eligible for sale accounting. This guidance is effective for fiscal years beginning after November 15, 2009. Accordingly, we will adopt this guidance at the beginning of fiscal year 2011. We are in the process of evaluating the potential impacts of such adoption.

In June 2009 and December 2009, the FASB issued guidance requiring an analysis to determine whether a variable interest gives the entity a controlling financial interest in a variable interest entity. This guidance requires an ongoing assessment and eliminates the quantitative approach previously required for determining whether an entity is the primary beneficiary. This guidance is effective for fiscal years beginning after November 15, 2009. Accordingly, we will adopt this guidance at the beginning of fiscal year 2011. We are in the process of evaluating the potential impacts of such adoption.

NOTE 2: ACQUISITIONS

In August 2009, we completed the establishment of related joint ventures in China referred to as Shandong Tyson Xinchang Foods. The aggregate purchase price for our 60% equity interest was \$21 million, which excluded \$93 million of additional cash transferred to the joint venture for future capital needs. The preliminary purchase price included \$29 million allocated to Intangible Assets and \$19 million allocated to Goodwill, as well as the assumption of \$76 million of Current and Long-Term Debt.

NOTE 3: DISCONTINUED OPERATION

In June 2008, we executed a letter of intent with XL Foods Inc. (XL Foods) to sell the beef processing, cattle feed yard and fertilizer assets of three of our Alberta, Canada subsidiaries (collectively, Lakeside), which were part of our Beef segment. On March 13, 2009, we completed the sale and sold these assets and related inventories for total consideration of \$145 million, based on exchange rates then in effect. This included (a) cash received at closing of \$43 million, (b) \$78 million of collateralized notes receivable from either XL Foods or an affiliated entity to be collected throughout the two years following closing, and (c) \$24 million of XL Foods Preferred Stock to be redeemed over five years.

We recorded a pretax loss on sale of Lakeside of \$10 million in the three and six months ended March 28, 2009, which included an allocation of beef reporting unit goodwill of \$59 million and cumulative currency translation adjustment gains of \$37 million.

The following is a summary of Lakeside's operating results (in millions):

	Three Months Ended		Six Months Ended	
	April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
Sales	\$ -	\$ 210	\$ -	\$ 461
Pretax income from discontinued operation	\$ -	\$ 1	\$ -	\$ 11
Loss on sale of discontinued operation	-	(10)	-	(10)
Income tax expense	-	5	-	9
Loss from discontinued operation	\$ -	\$ (14)	\$ -	\$ (8)

NOTE 4: DISPOSITIONS AND OTHER CHARGES

On March 27, 2009, we announced the decision to close our Ponca City, Oklahoma, processed meats plant. The plant ceased operation in August 2009. The closing resulted in the elimination of approximately 600 jobs. During the second quarter of fiscal 2009, we recorded charges of \$15 million, which included \$14 million for estimated impairment charges and \$1 million of employee termination benefits. The charges are reflected in the Prepared Foods segment's Operating Income and included in the Consolidated Condensed Statements of Income in Other Charges.

NOTE 5: DERIVATIVE FINANCIAL INSTRUMENTS

Our business operations give rise to certain market risk exposures mostly due to changes in commodity prices, foreign currency exchange rates and interest rates. We manage a portion of these risks through the use of derivative financial instruments, primarily futures and options, to reduce our exposure to commodity price risk, foreign currency risk and interest rate risk. Forward contracts on various commodities, including grains, livestock and energy, are primarily entered into to manage the price risk associated with forecasted purchases of these inputs used in our production processes. Foreign exchange forward contracts are entered into to manage the fluctuations in foreign currency exchange rates, primarily as a result of certain receivable and payable balances. We also periodically utilize interest rate swaps to manage interest rate risk associated with our variable-rate borrowings.

Our risk management programs are periodically reviewed by our Board of Directors' Audit Committee. These programs are monitored by senior management and may be revised as market conditions dictate. Our current risk management programs utilize industry-standard models that take into account the implicit cost of hedging. Risks associated with our market risks and those created by derivative instruments and the fair values are strictly monitored at all times, using Value-at-Risk and stress tests. Credit risks associated with our derivative contracts are not significant as we minimize counterparty concentrations, utilize margin accounts or letters of credit, and primarily deal with credit-worthy counterparties. Additionally, our derivative contracts are mostly short-term in duration and we generally do not make use of credit-risk-related contingent features. No significant concentrations of credit risk existed at April 3, 2010.

We recognize all derivative instruments as either assets or liabilities at fair value in the Consolidated Condensed Balance Sheets, with the exception of normal purchases and normal sales expected to result in physical delivery. The accounting for changes in the fair value (i.e., gains or losses) of a derivative instrument depends on whether it has been designated and qualifies as part of a hedging relationship and the type of hedging relationship. For those derivative instruments that are designated and qualify as hedging instruments, we designate the hedging instrument based upon the exposure being hedged (i.e., fair value hedge, cash flow hedge, or hedge of a net investment in a foreign operation). We qualify, or designate, a derivative financial instrument as a hedge when contract terms closely mirror those of the hedged item, providing a high degree of risk reduction and correlation. If a derivative instrument is accounted for as a hedge, depending on the nature of the hedge, changes in the fair value of the instrument either will be offset against

the change in fair value of the hedged assets, liabilities or firm commitments through earnings, or be recognized in other comprehensive income (loss) (OCI) until the hedged item is recognized in earnings. The ineffective portion of an instrument's change in fair value is recognized in earnings immediately. We designate certain forward contracts as follows:

- Cash Flow Hedges – include certain commodity forward contracts of forecasted purchases (i.e., grains) and certain foreign exchange forward contracts.
- Fair Value Hedges – include certain commodity forward contracts of forecasted purchases (i.e., livestock).
- Net Investment Hedges – include certain foreign currency forward contracts of permanently invested capital in certain foreign subsidiaries.

Cash flow hedges

Derivative instruments, such as futures and options, are designated as hedges against changes in the amount of future cash flows related to procurement of certain commodities utilized in our production processes. We do not purchase forward commodity contracts in excess of our physical consumption requirements and generally do not hedge forecasted transactions beyond 12 months. The objective of these hedges is to reduce the variability of cash flows associated with the forecasted purchase of those commodities. For the derivative instruments we designate and qualify as a cash flow hedge, the effective portion of the gain or loss on the derivative is reported as a component of OCI and reclassified into earnings in the same period or periods during which the hedged transaction affects earnings. Gains and losses representing hedge ineffectiveness are recognized in earnings in the current period. Ineffectiveness related to our cash flow hedges was not significant for the three and six months ended April 3, 2010, and March 28, 2009.

We had the following aggregated notionals of outstanding forward contracts accounted for as cash flow hedges:

	Metric	April 3, 2010	October 3, 2009
Commodity:			
Corn	Bushels	10 million	4 million
Soy meal	Tons	77,900	16,900

The net amount of pretax losses in accumulated OCI as of April 3, 2010, expected to be reclassified into earnings within the next 12 months, was \$7 million. During the three and six months ended April 3, 2010, and March 28, 2009, we did not reclassify any pretax gains/losses into earnings as a result of the discontinuance of cash flow hedges due to the probability the original forecasted transaction would not occur by the end of the originally specified time period or within the additional period of time allowed by generally accepted accounting principles.

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

	Gain/(Loss) Recognized in OCI On Derivatives		Consolidated Condensed Statements of Income Classification	Gain/(Loss) Reclassified from OCI to Earnings	
	Three Months Ended			Three Months Ended	
	April 3, 2010	March 28, 2009		April 3, 2010	March 28, 2009
Cash Flow Hedge – Derivatives designated as hedging instruments:					
Commodity contracts	\$ (7)	\$ (4)	Cost of Sales	\$ 1	\$ (11)
Foreign exchange contracts	-	(1)	Other Income/Expense	-	-
Total	\$ (7)	\$ (5)		\$ 1	\$ (11)

	Gain/(Loss) Recognized in OCI On Derivatives		Consolidated Condensed Statements of Income Classification	Gain/(Loss) Reclassified from OCI to Earnings	
	Six Months Ended			Six Months Ended	
	April 3, 2010	March 28, 2009		April 3, 2010	March 28, 2009
Cash Flow Hedge – Derivatives designated as hedging instruments:					
Commodity contracts	\$ (5)	\$ (61)	Cost of Sales	\$ (1)	\$ (44)
Foreign exchange contracts	-	9	Other Income/Expense	-	7
Total	\$ (5)	\$ (52)		\$ (1)	\$ (37)

Fair value hedges

We designate certain futures contracts as fair value hedges of firm commitments to purchase livestock for slaughter. Our objective of these hedges is to minimize the risk of changes in fair value created by fluctuations in commodity prices associated with fixed price livestock firm commitments. We had the following aggregated notionals of outstanding forward contracts entered into to hedge forecasted commodity purchases which are accounted for as a fair value hedge:

	Metric	April 3, 2010	October 3, 2009
Commodity:			
Live Cattle	Pounds	458 million	133 million
Lean Hogs	Pounds	369 million	171 million

For these derivative instruments we designate and qualify as a fair value hedge, the gain or loss on the derivative, as well as the offsetting gain or loss on the hedged item attributable to the hedged risk, are recognized in earnings in the current period. We include the gain or loss on the hedged items (i.e., livestock purchase firm commitments) in the same line item, cost of sales, as the offsetting gain or loss on the related livestock forward position.

in millions					
	Consolidated Condensed Statements of Income Classification	Three Months Ended		Six Months Ended	
		April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
Gain/(Loss) on forwards	Cost of Sales	\$ (17)	\$ 47	\$ (16)	\$ 115
Gain/(Loss) on purchase contract	Cost of Sales	17	(47)	16	(115)

Ineffectiveness related to our fair value hedges was not significant for the three and six months ended April 3, 2010, and March 28, 2009.

Foreign net investment hedges

We utilize forward foreign exchange contracts to protect the value of our net investments in certain foreign subsidiaries. For derivative instruments that are designated and qualify as a hedge of a net investment in a foreign currency, the gain or loss is reported in OCI as part of the cumulative translation adjustment to the extent it is effective, with the related amounts due to or from counterparties included in other liabilities or other assets. We utilize the forward-rate method of assessing hedge effectiveness. Any ineffective portions of net investment hedges are recognized in the Consolidated Condensed Statements of Income during the period of change. Ineffectiveness related to our foreign net investment hedges was not significant for the three and six months ended April 3, 2010, and March 28, 2009. At April 3, 2010, we had approximately \$49 million aggregate outstanding notionals related to our forward foreign currency contracts accounted for as foreign net investment hedges.

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

	Gain/(Loss) Recognized in OCI On Derivatives		Consolidated Condensed Statements of Income Classification	Gain/(Loss) Reclassified from OCI to Earnings	
	Three Months Ended			Three Months Ended	
	April 3, 2010	March 28, 2009		April 3, 2010	March 28, 2009
Net Investment Hedge – Derivatives designated as hedging instruments:					
Foreign exchange contracts	\$ (1)	\$ (5)	Other Income/Expense	\$ -	\$ -

	Gain/(Loss) Recognized in OCI On Derivatives		Consolidated Condensed Statements of Income Classification	Gain/(Loss) Reclassified from OCI to Earnings	
	Six Months Ended			Six Months Ended	
	April 3, 2010	March 28, 2009		April 3, 2010	March 28, 2009
Net Investment Hedge – Derivatives designated as hedging instruments:					
Foreign exchange contracts	\$ (1)	\$ (1)	Other Income/Expense	\$ -	\$ -

Ineffectiveness related to our foreign net investment hedges was not significant for the three and six months ended April 3, 2010, and March 28, 2009.

Undesignated positions

In addition to our designated positions, we also hold forward and option contracts for which we do not apply hedge accounting. These include certain derivative instruments related to commodities price risk, including grains, livestock and energy, foreign currency risk and interest rate risk. We mark these positions to fair value through earnings at each reporting date. We generally do not enter into undesignated positions beyond 18 months. Our undesignated positions primarily include grains, energy, livestock and foreign currency forwards and options.

The objective of our undesignated grains, energy and livestock commodity positions is to reduce the variability of cash flows associated with the forecasted purchase of certain grains, energy and livestock inputs to our production processes. We also enter into certain forward sales of boxed beef and boxed pork and forward purchases of cattle and hogs at fixed prices. The fixed price sales contracts lock in the proceeds from a sale in the future and the fixed cattle and hog purchases lock in the cost. However, the cost of the livestock and the related boxed beef and boxed pork market prices at the time of the sale or purchase could vary from this fixed price. As we enter into fixed forward sales of boxed beef and boxed pork and forward purchases of cattle and hogs, we also enter into the appropriate number of livestock futures positions to mitigate a portion of this risk. Changes in market value of the open livestock futures positions are marked to market and reported in earnings at each reporting date, even though the economic impact of our fixed prices being above or below the market price is only realized at the time of sale or purchase. These positions generally do not qualify for hedge treatment due to location basis differences between the commodity exchanges and the actual locations when we purchase the commodities.

We have a foreign currency cash flow hedging program to hedge portions of forecasted transactions denominated in foreign currencies, primarily with forward contracts, to protect against the reduction in value of forecasted foreign currency cash flows. Our undesignated foreign currency positions generally would qualify for cash flow hedge accounting. However, to reduce earnings volatility, we normally will not elect hedge accounting treatment when the position provides an offset to the underlying related transaction that currently impacts earnings.

The objective of our undesignated interest rate swap is to manage interest rate risk exposure on a floating-rate bond. Our interest rate swap agreement effectively modifies our exposure to interest rate risk by converting a portion of the floating-rate bond to a fixed rate basis for the first five years, thus reducing the impact of the interest-rate changes on future interest expense. This interest rate swap does not qualify for hedge treatment due to differences in the underlying bond and swap contract interest-rate indices.

We had the following aggregate outstanding notionals related to our undesignated positions:

	Metric	April 3, 2010	October 3, 2009
Commodity:			
Corn	Bushels	31 million	11 million
Soy meal	Tons	186,400	73,000
Live Cattle	Pounds	17 million	82 million
Lean Hogs	Pounds	142 million	11 million
Natural Gas	British thermal units	100 billion	850 billion
Foreign Currency	United States dollars	\$95 million	\$124 million
Interest Rate	Average monthly notional debt	\$58 million	\$64 million

Included in our undesignated positions are certain commodity grain positions (which do not qualify for hedge treatment) we enter into to manage the risk of costs associated with forward sales to certain customers for which sales prices are determined under cost-plus arrangements. These unrealized positions totaled \$0 and losses of \$17 million at April 3, 2010, and October 3, 2009, respectively. When these positions are liquidated, we expect any realized gains or losses will be reflected in the prices of the poultry products sold. Since these derivative positions do not qualify for hedge treatment, they initially create volatility in our earnings associated with changes in fair value. However, once the positions are liquidated and included in the sales price to the customer, there is ultimately no earnings impact as any previous fair value gains or losses are included in the prices of the poultry products.

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

	Consolidated Condensed Statements of Income Classification	Gain/(Loss) Recognized in Earnings		Gain/(Loss) Recognized in Earnings	
		Three Months Ended		Six Months Ended	
		April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
Derivatives not designated as hedging instruments:					
Commodity contracts	Sales	\$ 14	\$ (7)	\$ 22	\$ (22)
Commodity contracts	Cost of Sales	(24)	(27)	(31)	(174)
Foreign exchange contracts	Other Income/Expense	-	6	(2)	9
Interest rate contracts	Interest Expense	-	-	-	3
Total		\$ (10)	\$ (28)	\$ (11)	\$ (184)

The following table sets forth the fair value of all derivative instruments outstanding in the Consolidated Condensed Balance Sheets (in millions):

	Balance Sheet Classification	Fair Value	
		April 3, 2010	October 3, 2009
Derivative Assets:			
Derivatives designated as hedging instruments:			
Commodity contracts	Other current assets	\$ -	\$ 12
Derivatives not designated as hedging instruments:			
Commodity contracts	Other current assets	10	9
Foreign exchange contracts	Other current assets	3	-
Total derivative assets – not designated		13	9
Total derivative assets		\$ 13	\$ 21
Derivative Liabilities:			
Derivatives designated as hedging instruments:			
Commodity contracts	Other current liabilities	\$ 42	\$ 2
Foreign exchange contracts	Other current liabilities	1	-
Total derivative liabilities – designated		43	2
Derivatives not designated as hedging instruments:			
Commodity contracts	Other current liabilities	31	13
Foreign exchange contracts	Other current liabilities	2	1
Interest rate contracts	Other current liabilities	3	4
Total derivative liabilities – not designated		36	18
Total derivative liabilities		\$ 79	\$ 20

Our derivative assets and liabilities are presented in our Consolidated Condensed Balance Sheets on a net basis. We net derivative assets and liabilities, including cash collateral when a legally enforceable master netting arrangement exists between the counterparty to a derivative contract and us. See Note 11: Fair Value Measurements for a reconciliation to amounts reported in the Consolidated Condensed Balance Sheets.

NOTE 6: INVENTORIES

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

	April 3, 2010	October 3, 2009
Processed products:		
Weighted-average method – chicken and prepared foods	\$ 620	\$ 629
First-in, first-out method – beef and pork	416	414
Livestock – first-in, first-out method	748	631
Supplies and other – weighted-average method	328	335
Total inventories, net	\$ 2,112	\$ 2,009

NOTE 7: PROPERTY, PLANT AND EQUIPMENT

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

	April 3, 2010	October 3, 2009
Land	\$ 96	\$ 96
Buildings and leasehold improvements	2,586	2,570
Machinery and equipment	4,658	4,640
Land improvements and other	228	227
Buildings and equipment under construction	452	297
	8,020	7,830
Less accumulated depreciation	4,392	4,254
Net property, plant and equipment	\$ 3,628	\$ 3,576

NOTE 8: OTHER CURRENT LIABILITIES

Other current liabilities are as follows (in millions):

	April 3, 2010	October 3, 2009
Accrued salaries, wages and benefits	\$ 314	\$ 187
Self-insurance reserves	235	230
Other	315	344
Total other current liabilities	\$ 864	\$ 761

NOTE 9: COMMITMENTS

We guarantee obligations of certain outside third parties, which consists of a lease and grower loans, all of which are substantially collateralized by the underlying assets. Terms of the underlying debt cover periods up to eight years, and the maximum potential amount of future payments as of April 3, 2010, was \$70 million. We also maintain operating leases for various types of equipment, some of which contain residual value guarantees for the market value of the underlying leased assets at the end of the term of the lease. The terms of the lease maturities cover periods up to six years. The maximum potential amount of the residual value guarantees is \$54 million, of which \$23 million would be recoverable through various recourse provisions and an additional undeterminable recoverable amount based on the fair market value of the underlying leased assets. The likelihood of material payments under these guarantees is not considered probable. At April 3, 2010, and October 3, 2009, no material liabilities for guarantees were recorded.

We have cash flow assistance programs in which certain livestock suppliers participate. Under these programs, we pay an amount for livestock equivalent to a standard cost to grow such livestock during periods of low market sales prices. The amounts of such payments that are in excess of the market sales price are recorded as receivables and accrue interest. Participating suppliers are obligated to repay these receivables balances when market sales prices exceed this standard cost, or upon termination of the agreement. Our maximum obligation associated with these programs is limited to the fair value of each participating livestock supplier's net tangible assets. The potential maximum obligation as of April 3, 2010, was approximately \$250 million. The total receivables under these programs were \$92 million and \$72 million at April 3, 2010, and October 3, 2009, respectively, and are

included, net of allowance for uncollectible amounts, in Other Assets in our Consolidated Condensed Balance Sheets. Even though these programs are limited to the net tangible assets of the participating livestock suppliers, we also manage a portion of our credit risk associated with these programs by obtaining security interests in livestock suppliers' assets. After analyzing residual credit risks and general market conditions, we have recorded an allowance for these programs' estimated uncollectible receivables of \$28 million and \$20 million at April 3, 2010, and October 3, 2009, respectively.

The minority partner in our Shandong Tyson Xinchang Foods joint ventures in China has the right to exercise put options to require us to purchase its entire 40% equity interest at a price equal to the minority partner's contributed capital plus (minus) its pro-rata share of the joint venture's accumulated and undistributed net earnings (losses). The put options are exercisable for a five-year term commencing April 2011. At April 3, 2010, the put options, if they had been exercisable, would have resulted in a purchase price of approximately \$71 million for the minority partner's entire equity interest. We do not believe the exercise of the put options would materially impact our results of operations or financial condition.

NOTE 10: LONG-TERM DEBT

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

	April 3, 2010	October 3, 2009
Revolving credit facility – expires March 2012	\$ -	\$ -
Senior notes:		
7.95% Notes due February 2010 (2010 Notes)	-	140
8.25% Notes due October 2011 (2011 Notes)	552	839
3.25% Convertible senior notes due October 2013 (2013 Notes)	458	458
10.50% Senior notes due March 2014 (2014 Notes)	810	810
7.85% Senior notes due April 2016 (2016 Notes)	866	923
7.00% Notes due May 2018	140	174
7.125% Senior notes due February 2026	9	9
7.00% Notes due January 2028	27	27
Discount on senior notes	(119)	(132)
GO Zone tax-exempt bonds due October 2033 (0.25% at 4/3/2010)	100	100
Other	136	129
Total debt	2,979	3,477
Less current debt	90	219
Total long-term debt	\$ 2,889	\$ 3,258

Revolving Credit Facility

We have a \$1.0 billion revolving credit facility that supports short-term funding needs and letters of credit. Loans made under this facility will mature and the commitments thereunder will terminate in March 2012. However, if our 2011 Notes are not refinanced, purchased or defeased prior to July 3, 2011, the outstanding loans under this facility will mature on and commitments thereunder will terminate on July 3, 2011.

Availability under this facility, up to \$1.0 billion, is based on a percentage of certain eligible receivables and eligible inventory and is reduced by certain reserves. After reducing the amount eligible by outstanding letters of credit issued under this facility, the amount available for borrowing under this facility at April 3, 2010, was \$772 million. At April 3, 2010, we had outstanding letters of credit issued under this facility totaling approximately \$228 million, none of which were drawn upon. Our letters of credit are issued primarily in support of workers' compensation insurance programs, derivative activities and Dynamic Fuels' Gulf Opportunity Zone tax-exempt bonds. We had an additional \$48 million of bilateral letters of credit not issued under this facility, none of which were drawn upon.

This facility is fully and unconditionally guaranteed on a senior secured basis by substantially all of our domestic subsidiaries. The guarantors' cash, accounts receivable, inventory and proceeds received related to these items secure our obligations under this facility.

2010 Notes

In March 2009, we issued \$810 million of senior unsecured notes, which will mature in March 2014. We placed a portion of the net proceeds in a blocked cash collateral account used for the payment, prepayment, repurchase or defeasance of the 2010 Notes. These proceeds were recorded in Current Assets as Restricted Cash in the Consolidated Condensed Balance Sheets at October 3, 2009. On February 1, 2010, we used the remaining proceeds as payment for the outstanding 2010 Notes.

2013 Notes

In September 2008, we issued \$458 million principal amount 3.25% convertible senior unsecured notes due October 15, 2013, with interest payable semi-annually in arrears on April 15 and October 15. The conversion rate initially is 59.1935 shares of Class A stock per \$1,000 principal amount of notes, which is equivalent to an initial conversion price of \$16.89 per share of Class A stock. The 2013 Notes may be converted before the close of business on July 12, 2013, only under the following circumstances:

- during any fiscal quarter after December 27, 2008, if the last reported sale price of our Class A stock for at least 20 trading days during a period of 30 consecutive trading days ending on the last trading day of the preceding fiscal quarter is at least 130% of the applicable conversion price on each applicable trading day (which would currently require our shares to trade at or above \$21.96); or
- during the five business days after any 10 consecutive trading days (measurement period) in which the trading price per \$1,000 principal amount of notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of our Class A stock and the applicable conversion rate on each such day; or
- upon the occurrence of specified corporate events as defined in the supplemental indenture.

On and after July 15, 2013, until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may convert their notes at any time, regardless of the foregoing circumstances. Upon conversion, we will deliver cash up to the aggregate principal amount of the 2013 Notes to be converted and shares of our Class A stock in respect of the remainder, if any, of our conversion obligation in excess of the aggregate principal amount of the 2013 Notes being converted. As of April 3, 2010, none of the conditions permitting conversion of the 2013 Notes had been satisfied.

The 2013 Notes were originally accounted for as a combined instrument because the conversion feature did not meet the requirements to be accounted for separately as a derivative financial instrument. However, we adopted new accounting guidance in the first quarter of fiscal 2010 and applied it retrospectively to all periods presented. This new accounting guidance required us to separately account for the liability and equity conversion features. Upon retrospective adoption, our effective interest rate on the 2013 Notes was determined to be 8.26%, which resulted in the recognition of a \$92 million discount to these notes with the offsetting after tax amount of \$56 million recorded to capital in excess of par value. This discount will be accreted over the five-year term of the convertible notes at the effective interest rate.

In connection with the issuance of the 2013 Notes, we entered into separate convertible note hedge transactions with respect to our Class A stock to minimize the potential economic dilution upon conversion of the 2013 Notes. We also entered into separate warrant transactions. We recorded the purchase of the note hedge transactions as a reduction to capital in excess of par value, net of \$36 million pertaining to the related deferred tax asset, and we recorded the proceeds of the warrant transactions as an increase to capital in excess of par value. Subsequent changes in fair value of these instruments are not recognized in the financial statements as long as the instruments continue to meet the criteria for equity classification.

We purchased call options in private transactions for \$94 million that permit us to acquire up to approximately 27 million shares of our Class A stock at an initial strike price of \$16.89 per share, subject to adjustment. The call options allow us to acquire a number of shares of our Class A stock initially equal to the number of shares of Class A stock issuable to the holders of the 2013 Notes upon conversion. These call options will terminate upon the maturity of the 2013 Notes.

We sold warrants in private transactions for total proceeds of \$44 million. The warrants permit the purchasers to acquire up to approximately 27 million shares of our Class A stock at an initial exercise price of \$22.31 per share, subject to adjustment. The warrants are exercisable on various dates from January 2014 through March 2014.

The maximum amount of shares that may be issued to satisfy the conversion of the 2013 Notes is limited to 35.9 million shares. However, the convertible note hedge and warrant transactions, in effect, increase the initial conversion price of the 2013 Notes from \$16.89 per share to \$22.31 per share, thus reducing the potential future economic dilution associated with conversion of the 2013 Notes. If our share price is below \$22.31 upon conversion of the 2013 Notes, there is no economic net share impact. Upon conversion, a 10% increase in our share price above the \$22.31 conversion price would result in the issuance of 2.5 million incremental shares. The 2013 Notes and the warrants could have a dilutive effect on our earnings per share to the extent the price of our Class A stock during a given measurement period exceeds the respective exercise prices of those instruments. The call options are excluded from the calculation of diluted earnings per share as their impact is anti-dilutive.

GO Zone Tax-Exempt Bonds

In October 2008, Dynamic Fuels received \$100 million in proceeds from the sale of Gulf Opportunity Zone tax-exempt bonds made available by the federal government to the regions affected by Hurricanes Katrina and Rita in 2005. These floating rate bonds are due October 1, 2033. In November 2008, we entered into an interest rate swap related to these bonds to mitigate our interest rate risk on a portion of the bonds for five years. We also issued a letter of credit as a guarantee for the entire bond issuance. The proceeds from the bond issuance could only be used towards the construction of the Dynamic Fuels' facility. Accordingly, the unused proceeds were recorded as non-current Restricted Cash in the Consolidated Condensed Balance Sheets and were substantially utilized prior to the end of the second quarter of fiscal 2010.

Debt Covenants

Our revolving credit facility contains affirmative and negative covenants that, among other things, may limit or restrict our ability to: create liens and encumbrances; incur debt; merge, dissolve, liquidate or consolidate; make acquisitions and investments; dispose of or transfer assets; pay dividends or make other payments in respect of our capital stock; amend material documents; change the nature of our business; make certain payments of debt; engage in certain transactions with affiliates; and enter into sale/leaseback or hedging transactions, in each case, subject to certain qualifications and exceptions. If availability under this facility is less than the greater of 15% of the commitments and \$150 million, we will be required to maintain a minimum fixed charge coverage ratio.

Our 2014 Notes also contain affirmative and negative covenants that, among other things, may limit or restrict our ability to: incur additional debt and issue preferred stock; make certain investments and restricted payments; create liens; create restrictions on distributions from subsidiaries; engage in specified sales of assets and subsidiary stock; enter into transactions with affiliates; enter new lines of business; engage in consolidation, mergers and acquisitions; and engage in certain sale/leaseback transactions.

Condensed Consolidating Financial Statements

Tyson Fresh Meats, Inc. (TFM Parent), our wholly-owned subsidiary, has fully and unconditionally guaranteed the 2016 Notes. TFM Parent and substantially all of our wholly-owned domestic subsidiaries have fully and unconditionally guaranteed the 2014 Notes. The following financial information presents condensed consolidating financial statements, which include Tyson Foods, Inc. (TFI Parent); TFM Parent; the other 2014 Notes' guarantor subsidiaries (Guarantors) on a combined basis; the elimination entries necessary to reflect TFM Parent and the Guarantors, which collectively represent the 2014 Notes' total guarantor subsidiaries (2014 Guarantors), on a combined basis; the 2014 Notes' non-guarantor subsidiaries (Non-Guarantors) on a combined basis; the elimination entries necessary to consolidate TFI Parent, the 2014 Guarantors and the Non-Guarantors; and Tyson Foods, Inc. on a consolidated basis, and is provided as an alternative to providing separate financial statements for the guarantor(s).

Condensed Consolidating Statement of Income for the three months ended April 3, 2010

in millions

	2014 Guarantors					Non-Guarantors	Eliminations	Total
	TFI Parent	TFM Parent	Guarantors	Eliminations	Sub-total			
Sales	\$ 128	\$3,827	\$3,061	\$ (238)	\$6,650	\$ 266	\$ (128)	\$ 6,916
Cost of Sales	4	3,596	2,870	(238)	6,228	248	(128)	6,352
	124	231	191	-	422	18	-	564
Selling, general and administrative	25	44	131	-	175	20	-	220
Operating Income (Loss)	99	187	60	-	247	(2)	-	344
Other (Income) Expense:								
Interest expense, net	94	1	4	-	5	(3)	-	96
Other, net	4	1	(6)	-	(5)	-	-	(1)
Equity in net earnings of subsidiaries	(159)	(10)	6	6	2	(4)	161	-
	(61)	(8)	4	6	2	(7)	161	95
Income (Loss) from Continuing Operations before Income Taxes	160	195	56	(6)	245	5	(161)	249
Income Tax Expense	1	64	20	-	84	8	-	93
Income (Loss) from Continuing Operations	159	131	36	(6)	161	(3)	(161)	156
Income from Discontinued Operation, net of tax	-	-	-	-	-	-	-	-
Net Income (Loss)	159	131	36	(6)	161	(3)	(161)	156
Less: Net Loss Attributable to Noncontrolling Interest	-	-	-	-	-	(3)	-	(3)
Net Income (Loss) Attributable to Tyson	\$ 159	\$ 131	\$ 36	\$ (6)	\$ 161	\$ -	\$ (161)	\$ 159

Condensed Consolidating Statement of Income for the three months ended March 28, 2009

in millions

	2014 Guarantors					Non-Guarantors	Eliminations	Total
	TFI Parent	TFM Parent	Guarantors	Eliminations	Sub-total			
Sales	\$ 2	\$3,319	\$2,997	\$ (176)	\$6,140	\$ 171	\$ (6)	\$ 6,307
Cost of Sales	5	3,226	2,850	(176)	5,900	155	(6)	6,054
	(3)	93	147	-	240	16	-	253
Selling, general and administrative	31	49	113	-	162	16	-	209
Other charges	-	-	15	-	15	-	-	15
Operating Income (Loss)	(34)	44	19	-	63	-	-	29
Other (Income) Expense:								
Interest expense, net	64	-	4	-	4	5	-	73
Other, net	(1)	(2)	1	-	(1)	5	-	3
Equity in net earnings of subsidiaries	(32)	11	32	(15)	28	(4)	8	-
	31	9	37	(15)	31	6	8	76
Income (Loss) from Continuing Operations before Income Taxes	(65)	35	(18)	15	32	(6)	(8)	(47)
Income Tax Expense (Benefit)	60	7	(9)	-	(2)	-	-	58
Income (Loss) from Continuing Operations	(125)	28	(9)	15	34	(6)	(8)	(105)
Income (Loss) from Discontinued Operation, net of tax	7	-	-	-	-	(21)	-	(14)
Net Income (Loss)	(118)	28	(9)	15	34	(27)	(8)	(119)
Less: Net Loss Attributable to Noncontrolling Interest	1	-	-	-	-	(1)	-	-
Net Income (Loss) Attributable to Tyson	\$ (119)	\$ 28	\$ (9)	\$ 15	\$ 34	\$ (26)	\$ (8)	\$ (119)

	2014 Guarantors					Non-Guarantors	Eliminations	Total
	TFI Parent	TFM Parent	Guarantors	Eliminations	Sub-total			
Sales	\$ 221	\$7,431	\$5,986	\$ (423)	\$12,994	\$ 555	\$ (219)	\$13,551
Cost of Sales	(6)	6,985	5,596	(423)	12,158	525	(219)	12,458
	227	446	390	-	836	30	-	1,093
Selling, general and administrative	53	88	255	-	343	39	-	435
Operating Income (Loss)	174	358	135	-	493	(9)	-	658
Other (Income) Expense:								
Interest expense, net	170	3	8	-	11	(8)	-	173
Other, net	8	1	(7)	-	(6)	(2)	-	-
Equity in net earnings of subsidiaries	(323)	(28)	16	18	6	(10)	327	-
	(145)	(24)	17	18	11	(20)	327	173
Income (Loss) from Continuing Operations before Income Taxes	319	382	118	(18)	482	11	(327)	485
Income Tax Expense	-	117	38	-	155	15	-	170
Income (Loss) from Continuing Operations	319	265	80	(18)	327	(4)	(327)	315
Income from Discontinued Operation, net of tax	-	-	-	-	-	-	-	-
Net Income (Loss)	319	265	80	(18)	327	(4)	(327)	315
Less: Net Loss Attributable to Noncontrolling Interest	-	-	-	-	-	(4)	-	(4)
Net Income (Loss) Attributable to Tyson	\$ 319	\$ 265	\$ 80	\$ (18)	\$ 327	\$ -	\$ (327)	\$ 319

Condensed Consolidating Statement of Income for the six months ended March 28, 2009

in millions

	2014 Guarantors					Non-Guarantors	Eliminations	Total
	TFI Parent	TFM Parent	Guarantors	Eliminations	Sub-total			
Sales	\$ 4	\$6,933	\$5,933	\$ (370)	\$12,496	\$ 341	\$ (13)	\$12,828
Cost of Sales	282	6,745	5,600	(370)	11,975	313	(13)	12,557
	(278)	188	333	-	521	28	-	271
Selling, general and administrative	60	102	230	-	332	33	-	425
Other charges	-	-	15	-	15	-	-	15
Operating Income (Loss)	(338)	86	88	-	174	(5)	-	(169)
Other (Income) Expense:								
Interest expense, net	121	4	9	-	13	2	-	136
Other, net	-	(2)	-	-	(2)	23	-	21
Equity in net earnings of subsidiaries	(63)	17	57	(23)	51	(6)	18	-
	58	19	66	(23)	62	19	18	157
Income (Loss) from Continuing Operations before Income Taxes	(396)	67	22	23	112	(24)	(18)	(326)
Income Tax Expense (Benefit)	(156)	28	27	-	55	(10)	-	(111)
Income (Loss) from Continuing Operations	(240)	39	(5)	23	57	(14)	(18)	(215)
Income (Loss) from Discontinued Operation, net of tax	20	8	-	-	8	(36)	-	(8)
Net Income (Loss)	(220)	47	(5)	23	65	(50)	(18)	(223)
Less: Net Loss Attributable to Noncontrolling Interest	1	-	-	-	-	(3)	-	(2)
Net Income (Loss) Attributable to Tyson	\$ (221)	\$ 47	\$ (5)	\$ 23	\$ 65	\$ (47)	\$ (18)	\$ (221)

	2014 Guarantors					Non-Guarantors	Eliminations	Total
	TFI Parent	TFM Parent	Guarantors	Eliminations	Subtotal			
Assets								
Current Assets:								
Cash and cash equivalents	\$ -	\$ -	\$ 643	\$ -	\$ 643	\$ 169	\$ -	\$ 812
Accounts receivable, net	1	446	3,647	(106)	3,987	118	(2,981)	1,125
Inventories, net	1	676	1,262	-	1,938	173	-	2,112
Other current assets	36	46	35	(11)	70	84	(10)	180
Total Current Assets	38	1,168	5,587	(117)	6,638	544	(2,991)	4,229
Net Property, Plant and Equipment	41	864	2,243	-	3,107	480	-	3,628
Goodwill	-	880	968	-	1,848	70	-	1,918
Intangible Assets	-	39	57	-	96	80	-	176
Other Assets	163	131	43	-	174	305	(182)	460
Investment in Subsidiaries	10,351	1,778	660	(1,602)	836	306	(11,493)	-
Total Assets	\$ 10,593	\$ 4,860	\$ 9,558	\$ (1,719)	\$ 12,699	\$ 1,785	\$(14,666)	\$ 10,411
Liabilities and Shareholders' Equity								
Current Liabilities:								
Current debt	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ 87	\$ -	\$ 90
Trade accounts payable	32	371	501	-	872	59	-	963
Other current liabilities	3,010	234	309	(117)	426	419	(2,991)	864
Total Current Liabilities	3,045	605	810	(117)	1,298	565	(2,991)	1,917
Long-Term Debt	2,745	15	180	-	195	129	(180)	2,889
Deferred Income Taxes	-	106	186	-	292	19	(2)	309
Other Liabilities	110	153	209	-	362	36	-	508
Redeemable Noncontrolling Interest	-	-	-	-	-	65	-	65
Total Tyson Shareholders' Equity	4,693	3,981	8,173	(1,602)	10,552	941	(11,493)	4,693
Noncontrolling Interest	-	-	-	-	-	30	-	30
Total Shareholders' Equity	4,693	3,981	8,173	(1,602)	10,552	971	(11,493)	4,723
Total Liabilities and Shareholders' Equity	\$ 10,593	\$ 4,860	\$ 9,558	\$ (1,719)	\$ 12,699	\$ 1,785	\$(14,666)	\$ 10,411

	2014 Guarantors					Non-Guarantors	Eliminations	Total
	TFI Parent	TFM Parent	Guarantors	Eliminations	Subtotal			
Assets								
Current Assets:								
Cash and cash equivalents	\$ -	\$ -	\$ 788	\$ -	\$ 788	\$ 216	\$ -	\$ 1,004
Restricted cash	-	-	140	-	140	-	-	140
Accounts receivable, net	2	418	3,309	(7)	3,720	116	(2,738)	1,100
Inventories, net	1	586	1,239	-	1,825	183	-	2,009
Other current assets	198	89	29	(17)	101	36	(213)	122
Total Current Assets	201	1,093	5,505	(24)	6,574	551	(2,951)	4,375
Restricted Cash	-	-	-	-	-	43	-	43
Net Property, Plant and Equipment	40	883	2,256	-	3,139	397	-	3,576
Goodwill	-	881	977	-	1,858	59	-	1,917
Intangible Assets	-	42	59	-	101	86	-	187
Other Assets	211	120	37	-	157	346	(217)	497
Investment in Subsidiaries	10,038	1,763	674	(1,597)	840	296	(11,174)	-
Total Assets	\$ 10,490	\$ 4,782	\$ 9,508	\$ (1,621)	\$ 12,669	\$ 1,778	\$ (14,342)	\$ 10,595
Liabilities and Shareholders' Equity								
Current Liabilities:								
Current debt	\$ 3	\$ 140	\$ -	\$ -	\$ 140	\$ 76	\$ -	\$ 219
Trade accounts payable	15	375	550	-	925	73	-	1,013
Other current liabilities	2,790	251	296	(24)	523	399	(2,951)	761
Total Current Liabilities	2,808	766	846	(24)	1,588	548	(2,951)	1,993
Long-Term Debt	3,112	15	180	-	195	131	(180)	3,258
Deferred Income Taxes	29	108	182	-	290	27	(37)	309
Other Liabilities	143	161	202	-	363	33	-	539
Redeemable Noncontrolling Interest	-	-	-	-	-	65	-	65
Total Tyson Shareholders' Equity	4,398	3,732	8,098	(1,597)	10,233	941	(11,174)	4,398
Noncontrolling Interest	-	-	-	-	-	33	-	33
Total Shareholders' Equity	4,398	3,732	8,098	(1,597)	10,233	974	(11,174)	4,431
Total Liabilities and Shareholders' Equity	\$ 10,490	\$ 4,782	\$ 9,508	\$ (1,621)	\$ 12,669	\$ 1,778	\$ (14,342)	\$ 10,595

	2014 Guarantors					Non-Guarantors	Eliminations	Total
	TFI Parent	TFM Parent	Guarantors	Eliminations	Sub-total			
Cash Provided by (Used for) Operating Activities	\$ 234	\$ 78	\$ 204	\$ -	\$ 282	\$ (17)	\$ -	\$ 499
Cash Flows from Investing Activities:								
Additions to property, plant and equipment	(2)	(30)	(144)	-	(174)	(88)	-	(264)
Change in restricted cash	-	-	-	-	-	43	-	43
Purchases of marketable securities, net	-	-	-	-	-	(4)	-	(4)
Other, net	(1)	1	5	-	6	(7)	-	(2)
Cash Used for Investing Activities	(3)	(29)	(139)	-	(168)	(56)	-	(227)
Cash Flows from Financing Activities:								
Net change in debt	(404)	(140)	-	-	(140)	4	-	(540)
Change in restricted cash	-	-	140	-	140	-	-	140
Purchase of treasury shares	(31)	-	-	-	-	-	-	(31)
Dividends	(30)	-	-	-	-	-	-	(30)
Other, net	15	(5)	(8)	-	(13)	-	-	2
Net change in intercompany balances	219	96	(342)	-	(246)	27	-	-
Cash Provided by (Used for) Financing Activities	(231)	(49)	(210)	-	(259)	31	-	(459)
Effect of Exchange Rate Change on Cash	-	-	-	-	-	(5)	-	(5)
Decrease in Cash and Cash Equivalents	-	-	(145)	-	(145)	(47)	-	(192)
Cash and Cash Equivalents at Beginning of Year	-	-	788	-	788	216	-	1,004
Cash and Cash Equivalents at End of Period	\$ -	\$ -	\$ 643	\$ -	\$ 643	\$ 169	\$ -	\$ 812

Condensed Consolidating Statement of Cash Flows for the six months ended March 28, 2009

in millions

	2014 Guarantors					Non-Guarantors	Eliminations	Total
	TFI Parent	TFM Parent	Guarantors	Eliminations	Sub-total			
Cash Provided by (Used for) Operating Activities	\$ (265)	\$ 123	\$ 595	\$ -	\$ 718	\$ (21)	\$ (25)	\$ 407
Cash Flows from Investing Activities:								
Additions to property, plant and equipment	-	(31)	(100)	-	(131)	(29)	-	(160)
Change in restricted cash	-	-	-	-	-	(76)	-	(76)
Proceeds from sale of marketable securities, net	-	-	-	-	-	12	-	12
Proceeds from sale of discontinued operation	-	-	-	-	-	43	-	43
Acquisitions, net of cash acquired	(5)	-	(13)	-	(13)	(58)	-	(76)
Other, net	2	4	12	-	16	2	-	20
Cash Used for Investing Activities	(3)	(27)	(101)	-	(128)	(106)	-	(237)
Cash Flows from Financing Activities:								
Net change in debt	707	-	-	-	-	91	-	798
Debt issuance costs	(57)	-	-	-	-	(1)	-	(58)
Change in restricted cash	-	-	(234)	-	(234)	-	-	(234)
Purchase of treasury shares	(4)	-	-	-	-	-	-	(4)
Dividends	(30)	-	-	-	-	(25)	25	(30)
Other, net	1	(6)	(74)	-	(80)	(7)	-	(86)
Net change in intercompany balances	(489)	(89)	461	-	372	117	-	-
Cash Provided by (Used for) Financing Activities	128	(95)	153	-	58	175	25	386
Effect of Exchange Rate Change on Cash	-	-	-	-	-	11	-	11
Increase (Decrease) in Cash and Cash Equivalents	(140)	1	647	-	648	59	-	567
Cash and Cash Equivalents at Beginning of Year	140	-	35	-	35	75	-	250
Cash and Cash Equivalents at End of Period	\$ -	\$ 1	\$ 682	\$ -	\$ 683	\$ 134	\$ -	\$ 817

NOTE 11: FAIR VALUE MEASUREMENTS

We adopted fair value measurement accounting guidance at the beginning of fiscal 2009. This guidance defines fair value, establishes a framework for measuring fair value and expands disclosure requirements about fair value measurements. This guidance also defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The fair value hierarchy prescribed by this standard contains three levels as follows:

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

Level 2 — Other observable inputs available at the measurement date, other than quoted prices included in Level 1, either directly or indirectly, including:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets in non-active markets;
- Inputs other than quoted prices that are observable for the asset or liability; and
- Inputs derived principally from or corroborated by other observable market data.

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

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The fair value hierarchy requires the use of observable market data when available. In instances where the inputs used to measure fair value fall into different levels of the fair value hierarchy, the fair value measurement has been determined based on the lowest level input significant to the fair value measurement in its entirety. Our assessment of the significance of a particular item to the fair value measurement in its entirety requires judgment, including the consideration of inputs specific to the asset or liability. The following tables set forth by level within the fair value hierarchy our financial assets and liabilities accounted for at fair value on a recurring basis according to the valuation techniques we used to determine their fair values (in millions):

April 3, 2010	Level 1	Level 2	Level 3	Netting (a)	Total
Assets:					
Commodity Derivatives	\$ -	\$ 10	\$ -	\$ (8)	\$ 2
Foreign Exchange Forward Contracts	-	3	-	(2)	1
Available for Sale Securities:					
Debt securities	-	37	76	-	113
Equity securities	17	-	-	-	17
Deferred Compensation Assets	-	86	-	-	86
Total Assets	\$ 17	\$ 136	\$ 76	\$ (10)	\$ 219

Liabilities:					
Commodity Derivatives	\$ -	\$ 73	\$ -	\$ (71)	\$ 2
Foreign Exchange Forward Contracts	-	3	-	(2)	1
Interest Rate Swap	-	3	-	(2)	1
Total Liabilities	\$ -	\$ 79	\$ -	\$ (75)	\$ 4

October 3, 2009	Level 1	Level 2	Level 3	Netting (a)	Total
Assets:					
Commodity Derivatives	\$ -	\$ 21	\$ -	\$ (17)	\$ 4
Available for Sale Securities:					
Debt securities	-	33	72	-	105
Equity securities	20	-	-	-	20
Deferred Compensation Assets	2	84	-	-	86
Total Assets	\$ 22	\$ 138	\$ 72	\$ (17)	\$ 215

Liabilities:					
Commodity Derivatives	\$ -	\$ 15	\$ -	\$ (11)	\$ 4
Foreign Exchange Forward Contracts	-	1	-	-	1
Interest Rate Swap	-	4	-	(2)	2
Total Liabilities	\$ -	\$ 20	\$ -	\$ (13)	\$ 7

(a) Our derivative assets and liabilities are presented in our Consolidated Condensed Balance Sheets on a net basis. We net derivative assets and liabilities, including cash collateral, when a legally enforceable master netting arrangement exists between the counterparty to a derivative contract and us. At April 3, 2010, we had posted \$65 million of cash collateral and held no cash collateral with various counterparties.

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

	Six Months Ended	
	April 3, 2010	March 28, 2009
Balance at beginning of year	\$ 72	\$ 54
Total realized and unrealized gains (losses):		
Included in earnings	-	(4)
Included in other comprehensive income (loss)	1	(1)
Purchases, issuances and settlements, net	3	17
Balance at end of period	\$ 76	\$ 66
Total gains (losses) for the six-month period included in earnings attributable to the change in unrealized gains (losses) relating to assets and liabilities still held at end of period	\$ -	\$ (4)

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

Derivative Assets and Liabilities: Our derivatives, including commodities, foreign exchange forward contracts and an interest rate swap, primarily include exchange-traded and over-the-counter contracts which are further described in Note 5: Derivative Financial Instruments. We record our commodity derivatives at fair value using quoted market prices adjusted for credit and non-performance risk and internal models that use as their basis readily observable market inputs including current and forward commodity market prices. Our foreign exchange forward contracts are recorded at fair value based on quoted prices and spot and forward currency prices adjusted for credit and non-performance risk. Our interest rate swap is recorded at fair value based on quoted LIBOR swap rates adjusted for credit and non-performance risk. We classify these instruments in Level 2 when quoted market prices can be corroborated utilizing observable current and forward commodity market prices on active exchanges, observable market transactions of spot currency rates and forward currency prices or observable benchmark market rates at commonly quoted intervals.

Available for Sale Securities: Our investments in marketable debt securities are classified as available-for-sale and are included in Other Assets in the Consolidated Condensed Balance Sheets. These investments, which are generally long-term in nature with maturities ranging up to 46 years, are reported at fair value based on pricing models and quoted market prices adjusted for credit and non-performance risk. We classify our investments in U.S. government and agency debt securities as Level 2 as fair value is generally estimated using discounted cash flow models that are primarily industry-standard models that consider various assumptions, including time value and yield curve as well as other readily available relevant economic measures. We classify certain corporate, asset-backed and other debt securities as Level 3 as there is limited activity or less observable inputs into proprietary valuation models, including estimated prepayment, default and recovery rates on the underlying portfolio or structured investment vehicle.

In October 2008, we received eight million warrants to purchase an equivalent amount of Syntroleum Corporation common stock for one cent each in return for our entering into a letter of credit to guarantee all of the Dynamic Fuels' Gulf Opportunity Zone tax-exempt bonds (see Note 10: Long-Term Debt), including Syntroleum Corporation's 50 percent ownership portion. In April 2009, we exercised these warrants for eight million shares of Syntroleum Corporation. We record the shares in Other Assets in the Consolidated Condensed Balance Sheets at fair value based on quoted market prices. We classify the shares as Level 1 as the fair value is based on unadjusted quoted prices available in active markets.

(in millions)	April 3, 2010			October 3, 2009		
	Amortized Cost Basis	Fair Value	Unrealized Gain	Amortized Cost Basis	Fair Value	Unrealized Gain
Available for Sale Securities:						
Debt Securities:						
U.S. Treasury and Agency	\$ 37	\$ 37	\$ -	\$ 33	\$ 33	\$ -
Corporate and Asset-Backed (a)	47	50	3	46	48	2
Redeemable Preferred Stock	26	26	-	24	24	-
Equity Securities – Common Stock	9	17	8	9	20	11

(a) At April 3, 2010, and October 3, 2009, the amortized cost basis for Corporate and Asset-Backed debt securities had been reduced by accumulated other than temporary impairments of \$4 million.

Unrealized holding gains (losses), net of tax, are excluded from earnings and reported in OCI until the security is settled or sold. On a quarterly basis, we evaluate whether losses related to our available-for-sale securities are temporary in nature. If losses related to our debt securities are determined to be other than temporary, the loss would be recognized in earnings if we intend, or more likely than not will be required, to sell the security prior to recovery. For debt securities in which we have the intent and ability to hold until maturity, losses determined to be other than temporary would remain in OCI, other than expected credit losses which are recognized in earnings. We consider many factors in determining whether a loss is temporary, including the length of time and extent to which the fair value has been below cost, the financial condition and near-term prospects of the issuer and our ability and intent to hold the investment for a period of time sufficient to allow for any anticipated recovery. For the three and six months ending April 3, 2010, we recognized no other than temporary impairments in earnings, while we recognized \$4 million of other than temporary impairments for the three and six months ending March 28, 2009. No other than temporary losses were deferred in OCI during the three and six months ending April 3, 2010, and March 28, 2009.

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

Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis

Disclosures for nonfinancial assets and liabilities that are measured at fair value, but are recognized and disclosed at fair value on a nonrecurring basis, were required prospectively beginning in the first quarter of fiscal 2010. During the three and six months ended April 3, 2010, we had no significant measurements of assets or liabilities at fair value on a nonrecurring basis subsequent to their initial recognition.

Other Financial Instruments

Fair values for debt are based on quoted market prices or published forward interest rate curves. Fair value and carrying value for our debt were as follows (in millions):

	April 3, 2010		October 3, 2009	
	Fair Value	Carrying Value	Fair Value	Carrying Value
Total Debt	\$ 3,147	\$ 2,979	\$ 3,724	\$ 3,477

For all of our other financial instruments, the estimated fair value approximated the carrying value at April 3, 2010, and October 3, 2009. The carrying value of our other financial instruments, not otherwise disclosed herein, included notes receivable, which approximated fair value at April 3, 2010, and October 3, 2009. Notes receivable were recorded in Other Current Assets in the Consolidated Condensed Balance Sheets and totaled \$49 million at April 3, 2010, and were recorded in Other Assets at October 3, 2009, and totaled \$45 million. The fair values were determined using pricing models for which the assumptions utilize management's estimates of market participant assumptions.

NOTE 12: CONTINGENCIES

Listed below are certain claims made against the Company and our subsidiaries. In our opinion, we have made appropriate and adequate reserves, accruals and disclosures where necessary, and believe the probability of a material loss beyond the amounts accrued to be remote; however, the ultimate liability for these matters is uncertain, and if accruals and reserves are not adequate, an adverse outcome could have a material effect on the consolidated financial condition or results of operations. We believe we have substantial defenses to the claims made and intend to vigorously defend these cases.

In 2000, the Wage and Hour Division of the U.S. Department of Labor (DOL) conducted an industry-wide investigation of poultry producers, including us, to ascertain compliance with various wage and hour issues. As part of this investigation, the DOL inspected 14 of our processing facilities. On May 9, 2002, the DOL filed a civil complaint styled *Elaine L. Chao (now Hilda L. Solis), Secretary of Labor, United States Department of Labor v. Tyson Foods, Inc.* against us in the U.S. District Court for the Northern District of Alabama. The plaintiff alleged that we violated the overtime provisions of the federal Fair Labor Standards Act ("FLSA") at our chicken-processing facility in Blountsville, Alabama. Through discovery and trial, the Secretary of Labor sought to require us to compensate all hourly chicken processing workers for pre- and post-shift clothes changing, washing and related activities and for one of two unpaid 30-minute meal periods. The Secretary of Labor sought back wages for all employees at the Blountsville facility for a period of two years prior to the date of the filing of the complaint and an injunction against future violations at that facility and all other chicken processing facilities we operate. The District Court granted the Company's motion for partial summary judgment in part, ruling that the second meal period is appropriately characterized as non-compensable, and reserved the remaining issues for trial. A jury trial began on February 2, 2009, and concluded with a mistrial on April 13, 2009, when the jury failed to reach a unanimous verdict. A second jury trial was held, beginning on August 25, 2009. The jury reached a verdict on November 4, 2009, and it determined that Blountsville team members performed work for which they were not compensated and awarded \$250,000 in damages for a nine-year period. The jury also determined that the Company's recordkeeping for hours of work did not violate the FLSA. The injunctive phase of trial is scheduled to begin June 14, 2010. In a separate order, the court directed the parties to attend mediation on January 19-20, 2010. Subsequent meetings have been held between the court and the parties, which have resulted in significant progress towards resolution of this litigation.

Several private lawsuits are pending against us alleging that we failed to compensate poultry plant employees for all hours worked, including overtime compensation, in violation of the FLSA. These lawsuits include *DeAsencio v. Tyson Foods, Inc.* (*DeAsencio*), filed on August 22, 2000, in the U.S. District Court for the Eastern District of Pennsylvania. This matter involves similar allegations that employees should be paid for the time it takes to engage in pre- and post-shift activities such as changing into and out of protective and sanitary clothing, obtaining clothing and walking to and from the changing area, work areas and break areas. They seek back wages, liquidated damages, pre- and post-judgment interest, and attorneys' fees. Plaintiffs appealed a jury verdict and final judgment entered in our favor on June 22, 2006, in the U.S. District Court for the Eastern District of Pennsylvania. On September 7, 2007, the U.S. Court of Appeals for the Third Circuit reversed the jury verdict and remanded the case to the District Court for further proceedings. We sought rehearing en banc, which was denied by the Court of Appeals on October 5, 2007. The United States Supreme Court denied our petition for a writ of certiorari on June 9, 2008. The new trial date has not been set.

The other private lawsuits referred to above are *Sheila Ackles, et al. v. Tyson Foods, Inc.* (N. Dist. Alabama, October 23, 2006); *McCluster, et al. v. Tyson Foods, Inc.* (M. Dist. Georgia, December 11, 2006); *Dobbins, et al. v. Tyson Chicken, Inc., et al.* (N.D. Alabama, December 21, 2006); *Buchanan, et al. v. Tyson Chicken, Inc., et al.* and *Potter, et al. v. Tyson Chicken, Inc., et al.* (N.D. Alabama, December 22, 2006); *Jones, et al. v. Tyson Foods, Inc., et al.*, *Walton, et al. v. Tyson Foods, Inc., et al.* and *Williams, et al. v. Tyson Foods, Inc., et al.* (S.D. Mississippi, February 9, 2007); *Balch, et al. v. Tyson Foods, Inc.* (E.D. Oklahoma, March 1, 2007); *Adams, et al. v. Tyson Foods, Inc.* (W.D. Arkansas, March 2, 2007); *Atkins, et al. v. Tyson Foods, Inc.* (M.D. Georgia, March 5, 2007); *Laney, et al. v. Tyson Foods, Inc. and Williams, et al. v. Tyson Foods, Inc.* (M.D. Georgia, May 23, 2007). Similar to *DeAsencio*, each of these matters involves allegations that employees should be paid for the time it takes to engage in pre- and post-shift activities such as changing into and out of protective and sanitary clothing, obtaining clothing and walking to and from the changing area, work areas and break areas. The plaintiffs in each of these lawsuits seek or have sought to act as class representatives on behalf of all current and former employees who were allegedly not paid for time worked and seek back wages, liquidated damages, pre- and post-judgment interest, and attorneys' fees. On April 6, 2007, we filed a motion for transfer of the above named actions for coordinated pretrial proceedings before the Judicial Panel on Multidistrict Litigation, which was granted on August 17, 2007. These cases and five other cases subsequently filed involving the same allegations, *Armstrong, et al. v. Tyson Foods, Inc.* (W.D. Tennessee,

January 30, 2008); Maldonado, et al. v. Tyson Foods, Inc. (E.D. Tennessee, January 31, 2008); White, et al. v. Tyson Foods, Inc. (E.D. Texas, February 1, 2008); Meyer, et al. v. Tyson Foods, Inc. (W.D. Missouri, February 2, 2008); and Leak, et al. v. Tyson Foods, Inc. (W.D. North Carolina, February 6, 2008), were transferred to the U.S. District Court in the Middle District of Georgia, In re: Tyson Foods, Inc., Fair Labor Standards Act Litigation (“MDL Proceedings”). On January 2, 2008, the Court issued a Joint Scheduling and Case Management Order. This order granted Conditional Class Certification and called for notice to be given to potential putative class members via a third party administrator. The potential class members had until April 18, 2008, to “opt-in” to the class. Approximately 13,800 employees and former employees filed their consents to “opt-in” to the class. On October 15, 2008, the Court denied the plaintiffs’ motion for equitable tolling, which, if granted, would have extended the time period in which the plaintiffs could have sought damages. However, in addition to the consents already obtained, the Court allowed the plaintiffs to obtain corrected and reaffirmed opt-in consents that were previously filed in the matter of M.H. Fox, et al. v. Tyson Foods, Inc. (N.D. Alabama, June 22, 1999). The deadline for filing these consents was December 31, 2008, and according to the third party administrator, approximately 4,000 reaffirmed consents were filed, some or all of which may be in addition to the approximately 13,800 consents filed previously. The parties have completed discovery at eight of our facilities and our corporate headquarters in Springdale, Arkansas. In July 2009 we filed class decertification motions for the eight facilities involved in discovery. We also filed Motions for Partial Summary Judgment for these eight facilities. Oral arguments for these motions occurred on February 3, 2010, and, on March 16, 2010, the Court granted partial summary judgment with respect to two unionized facilities and denied the remaining motions. The Court concluded that the activities at these two facilities met the definition of “clothes changing” under Section 203(o) of the FLSA and that the time engaged in pre- and post-shift donning and doffing is not compensable. The Court did not rule on whether Section 203(o) activity could begin the continuous work day, thereby making all walking, sanitizing and washing time after that activity compensable. We then filed a motion for certification of a permissive appeal on whether Section 203(o) activity can start the continuous workday and whether washing required clothing items is covered by Section 203(o). On April 23, 2010, the Court granted us permission to appeal these issues to the Eleventh Circuit Court of Appeals. The Court also retained jurisdiction with respect to the eight facilities while staying proceedings with respect to seven. It then scheduled trial in Williams, et al. v. Tyson Foods, Inc. (M.D. Georgia, May 23, 2007), which involves our Dawson, Georgia facility, for October 12, 2010. On April 16, 2010, the Court lifted a previously entered stay of discovery with respect to our remaining 32 facilities subject to the MDL Proceedings and ordered the parties to meet, confer, and report to the Court any discovery agreements and disputed issues within 45 days.

We have pending eleven separate wage and hour actions involving TFM’s plants located in Lexington, Nebraska (Lopez, et al. v. Tyson Foods, Inc., D. Nebraska, June 30, 2006), Garden City and Emporia, Kansas (Garcia, et al. v. Tyson Foods, Inc., Tyson Fresh Meats, Inc., D. Kansas, May 15, 2006), Storm Lake, Iowa (Bouphakeo (f/k/a Sharp), et al. v. Tyson Foods, Inc., N.D. Iowa, February 6, 2007), Columbus Junction, Iowa (Robinson, et al. v. Tyson Foods, Inc., d.b.a Tyson Fresh Meats, Inc., S.D. Iowa, September 12, 2007), Joslin, Illinois (Murray, et al. v. Tyson Foods, Inc., C.D. Illinois, January 2, 2008), Dakota City, Nebraska (Gomez, et al. v. Tyson Foods, Inc., D. Nebraska, January 16, 2008), Madison, Nebraska (Acosta, et al. v Tyson Foods, Inc. d.b.a Tyson Fresh Meats, Inc., D. Nebraska, February 29, 2008), Perry and Waterloo, Iowa (Edwards, et al. v. Tyson Foods, Inc. d.b.a Tyson Fresh Meats, Inc., S.D. Iowa, March 20, 2008); Council Bluffs, Iowa (Maxwell (f/k/a Salazar), et al. v. Tyson Foods, Inc. d.b.a. Tyson Fresh Meats, Inc., S.D. Iowa, April 29, 2008; Logansport, Indiana (Carter, et al. v. Tyson Foods, Inc. and Tyson Fresh Meats, Inc., N.D. Indiana, April 29, 2008); and Goodlettsville, Tennessee (Abadeer v. Tyson Foods, Inc., and Tyson Fresh Meats, Inc., M.D. Tennessee, February 6, 2009). The actions allege we failed to pay employees for all hours worked, including overtime compensation for the time it takes to change into protective work uniforms, safety equipment and other sanitary and protective clothing worn by employees, and for walking to and from the changing area, work areas and break areas in violation of the FLSA and analogous state laws. The plaintiffs seek back wages, liquidated damages, pre- and post-judgment interest, attorneys’ fees and costs. Each case is proceeding in its jurisdiction. Trials have been scheduled in the Abadeer and Bouphakeo cases for October 12, 2010, and November 1, 2010, respectively.

On June 19, 2005, the Attorney General and the Secretary of the Environment of the State of Oklahoma filed a complaint in the U.S. District Court for the Northern District of Oklahoma against us, three of our subsidiaries and six other poultry integrators. This complaint was subsequently amended. As amended, the complaint asserts a number of state and federal causes of action including, but not limited to, counts under Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), Resource Conservation and Recovery Act (“RCRA”), and state-law public nuisance theories. The amended complaint asserts that defendants and certain contract growers who are not named in the amended complaint polluted the surface waters, groundwater and associated drinking water supplies of the Illinois River Watershed (“IRW”) through the land application of poultry litter. Oklahoma asserts that this alleged pollution has also caused extensive injury to the environment (including soils and sediments) of the IRW and that the defendants have been unjustly enriched. Oklahoma’s claims cover the entire IRW, which encompasses more than one million acres of land and the natural resources (including lakes and waterways) contained therein. Oklahoma seeks wide-ranging relief, including

injunctive relief, compensatory damages in excess of \$800 million, an unspecified amount in punitive damages and attorneys' fees. We and the other defendants have denied liability, asserted various defenses, and filed a third-party complaint that asserts claims against other persons and entities whose activities may have contributed to the pollution alleged in the amended complaint. The district court has stayed proceedings on the third party complaint pending resolution of Oklahoma's claims against the defendants. On October 31, 2008, the defendants filed a motion to dismiss for failure to join the Cherokee Nation as a required party or, in the alternative, for judgment as a matter of law based on the plaintiffs' lack of standing. This motion was granted in part and denied in part on July 22, 2009. In its ruling, the district court dismissed Oklahoma's claims for cost recovery and for natural resources damages under CERCLA and for unjust enrichment under Oklahoma common law. This ruling also narrowed the scope of Oklahoma's remaining claims by dismissing all damage claims under its causes of action for Oklahoma common law nuisance, federal common law nuisance, and Oklahoma common law trespass, leaving only its claims for injunctive relief for trial. On August 18, 2009, the Court granted partial summary judgment in favor of the defendants on Oklahoma's claims for violations of the Oklahoma Registered Poultry Feeding Operations Act. Oklahoma later voluntarily dismissed the remainder of this claim. On September 2, 2009, the Cherokee Nation filed a motion to intervene in the lawsuit. Their motion to intervene was denied on September 15, 2009, and the Cherokee Nation filed a notice of appeal of that ruling in the Tenth Circuit Court of Appeals on September 17, 2009. A non-jury trial of the case began on September 24, 2009. At the close of Oklahoma's case-in-chief, the Court granted the defendants' motions to dismiss claims based on RCRA, nuisance per se, and health risks related to bacteria. The defense rested its case on January 13, 2010, and closing arguments were held on February 11, 2010. The parties are awaiting the Court's ruling. On March 30, 2010, the Court of Appeals ordered the parties to submit briefs addressing whether the Cherokee Nation's appeal is moot due to the completion of the underlying trial, and the parties are awaiting the Court of Appeals' ruling on this issue. Oral arguments for the Cherokee Nation's appeal occurred on May 5, 2010.

In 2008, the following 12 separate lawsuits were filed, with the various plaintiffs alleging that we falsely advertised chicken products as "raised without antibiotics" in violation of various state consumer protection statutes (*Cutsail v. Tyson*, D. Maryland, June 23, 2008; *Cohen v. Tyson*, E.D. Arkansas, April 25, 2008; *Wright v. Tyson*, D. New Jersey, June 18, 2008; *Wilson v. Tyson*, E.D. Arkansas, June 18, 2008; *Gupton v. Tyson*, E.D. Arkansas, July 2, 2008; *Kranish v. Tyson*, D. Maryland, June 20, 2008; *Zukowsky v. Tyson*, E.D. Arkansas, June 30, 2008; *Brickerd v. Tyson*, D. Maryland, July 9, 2008; *Court v. Tyson*, W.D. Washington, June 19, 2008; *Epstein v. Tyson*, N.D. California, June 4, 2008; *Johnson v. Tyson*, D. Idaho, July 16, 2008; and *Mize v. Tyson*, W.D. Arkansas, June 30, 2008). Plaintiffs in each of these cases seek to pursue claims on behalf of themselves and proposed classes of other similarly situated consumers. Plaintiffs in each of these cases seek compensatory and punitive damages in an unspecified amount in excess of \$5 million. Plaintiffs in two of these cases, *Cutsail v. Tyson* and *Cohen v. Tyson*, petitioned the Judicial Panel on Multidistrict Litigation to transfer all of these actions to a single court for consolidated or coordinated pretrial proceedings pursuant to 28 U.S.C. 1407. On October 17, 2008, the Judicial Panel granted the multidistrict litigation petitions and transferred the pending cases to the District of Maryland. Subsequently, plaintiffs *Gupton*, *Latimer* and *Mize* filed voluntary dismissals of their claims. These three cases were subsequently dismissed. The parties have reached a preliminary settlement of the matter, and on January 12, 2010, plaintiffs filed a Motion for Preliminary Approval of Settlement. Under the terms of the proposed settlement, we will pay up to \$5 million in class claims, notice and administrative costs, and up to \$20,000 in Court-approved incentive awards to the named plaintiffs. If the sum of valid class claims, notice and administration costs, and incentive awards is less than \$5 million, we will make in-kind donations of our products to food banks in such amounts to bring our total payout to \$5 million (excluding attorneys' fees and expenses). The proposed settlement agreement also provided that plaintiffs' counsel may apply to the Court for an award of attorneys' fees and actual expenses in a total amount not to exceed \$3 million. On January 15, 2010, the Court granted preliminary approval of the settlement agreement. Notice of the proposed settlement has been published. A final fairness hearing occurred on May 7, 2010, and the Court approved the settlement.

In September 2009, the National Water Commission ("CONAGUA"), an agency of the Mexican government's Ministry of the Environment and Natural Resources, sent an observation letter to our Mexican subsidiary, Tyson de Mexico ("TdM"), with respect to TdM's water usage at certain water wells that are part of its poultry production operations. This letter was in response to TdM's previous submission to CONAGUA of requested information relating to water usage from these wells from 2004 to 2007. In the observation letter, which contains an initial finding of facts, CONAGUA alleges that TdM may have failed to (i) report accurate water volume usage, (ii) install measuring equipment, (iii) provide evidence of water use exemptions, (iv) pay for applicable usage, and (v) properly measure water volume, all as required under water deeds held by TdM. On October 15, 2009, TdM responded to CONAGUA, denying the allegations as presented. On April 13, 2010, the regional CONAGUA office delivered its final

determinations to TdM on this matter and claimed that TdM owed the agency approximately 55.9 million pesos (approximately US\$4.6 million) for certain water usage during the period in question. At this time, TdM intends to appeal the findings in the final determinations to the administrative courts of CONAGUA in Mexico City.

On May 8, 2008, a lawsuit was filed against the Company and two of our employees in the District Court of McCurtain County, Oklahoma styled *Armstrong, et al. v. Tyson Foods, Inc., et al.* (the “Armstrong Case”). The lawsuit was brought by a group of 52 poultry growers who allege that certain of our live production practices in Oklahoma constitute fraudulent inducement, fraud, unjust enrichment, negligence, gross negligence, unconscionability, violations of the Oklahoma Business Sales Act, Deceptive Trade Practice violations, violations of the Consumer Protection Act, and conversion, as well as other theories of recovery. The plaintiffs sought damages in an unspecified amount. On October 30, 2009, 20 additional growers represented by the same attorney filed a lawsuit against us in the same court asserting the same or similar claims, which is styled *Clardy, et al. v. Tyson Foods, Inc., et al.* (the “Clardy Case”). In both of these cases we have denied all allegations of wrongdoing. In June 2009, the plaintiffs in the Armstrong case requested an expedited trial date for a smaller group of plaintiffs they claimed were facing imminent financial peril. The Court ultimately severed a group of 10 plaintiffs from the Armstrong Case, and a trial began on March 15, 2010. There were numerous irregularities and rulings during the trial which we believe to have been legally erroneous and highly prejudicial to our right to a fair trial. On April 1, 2010, the jury returned a verdict against us and one of our employees, and on April 2, 2010, the jury returned a punitive damages verdict against us. Due to inconsistencies between the multiple verdict forms completed by the jury and apparent confusion by the jury as to how to complete those verdict forms, a dispute exists as to whether the verdict is in the amount of \$7,059,157 or \$8,823,057. The Court has not yet resolved this dispute. Post-trial motions will be filed challenging the verdict once the judgment is entered. If those motions are denied by the Court, an appeal will be prosecuted. A trial is scheduled for June 21, 2010, for eight of the remaining Armstrong plaintiffs. No other trials are presently scheduled. We will seek a stay of all future trials of the claims of the plaintiffs in the Armstrong and Clardy Cases pending the outcome of the appeal of the first trial. We believe numerous and substantial legal errors were made by the Court during the first trial and that a review of and guidance on these issues by the appellate court could have a substantial impact on the outcome of future trials in the Armstrong and Clardy cases.

NOTE 13: INCOME TAXES

The effective tax rate for continuing operations was 37.1% and 35.0% for the second quarter and six months of fiscal 2010, respectively. These rates were computed based upon the estimated annual effective tax rate. The effective tax rate for the second quarter and six months of fiscal 2010 was impacted by such items as state income taxes, losses in foreign jurisdictions and related valuation allowances, the domestic production deduction and general business credits. Additionally, the effective tax rate for the six months of fiscal 2010 was impacted by adjustments to uncertain tax positions due to tax audit resolutions and statute expirations.

The effective tax rate for continuing operations was (122.2)% and 34.1% for the second quarter and six months of fiscal 2009, respectively. Accounting guidance requires interim period taxes be calculated using the estimated annual effective tax rate, unless the estimated annual effective tax rate cannot be reliably estimated. During fiscal 2009, we experienced rapidly changing operating conditions which resulted in a large range in the estimate of the annual effective tax rate. Consequently, in the second quarter of fiscal 2009, we switched from estimating interim period taxes on the annual method to the year-to-date method for fiscal 2009 interim periods.

Unrecognized tax benefits were \$219 million and \$233 million at April 3, 2010, and October 3, 2009, respectively. The amount of unrecognized tax benefits, if recognized, that would impact our effective tax rate was \$146 million and \$104 million at April 3, 2010, and October 3, 2009, respectively. This increase is primarily the result of the first quarter adoption of new accounting guidance related to business combinations.

We classify interest and penalties on unrecognized tax benefits as income tax expense. At April 3, 2010, and October 3, 2009, before tax benefits, we had \$71 million of accrued interest and penalties on unrecognized tax benefits.

We are subject to income tax examinations for U.S. federal income taxes for fiscal years 1998 through 2008, and for foreign, state and local income taxes for fiscal years 2002 through 2008. Within the next twelve months, tax audit resolutions could reduce unrecognized tax benefits either because tax positions are sustained on audit or because we agree to their disallowance; however, the range of the possible change cannot be reasonably estimated at this time.

NOTE 14: EARNINGS (LOSS) PER SHARE

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

	Three Months Ended		Six Months Ended	
	April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
Numerator:				
Income (loss) from continuing operations	\$ 156	\$ (105)	\$ 315	\$ (215)
Less: Net loss attributable to noncontrolling interest	(3)	-	(4)	(2)
Income (loss) from continuing operations attributable to Tyson	159	(105)	319	(213)
Less Dividends:				
Class A (\$0.040/share)	13	13	25	25
Class B (\$0.036/share)	2	2	5	5
Undistributed earnings (losses)	\$ 144	\$ (120)	\$ 289	\$ (243)
Class A undistributed earnings (losses)	\$ 119	\$ (99)	\$ 239	\$ (201)
Class B undistributed earnings (losses)	25	(21)	50	(42)
Total undistributed earnings (losses)	\$ 144	\$ (120)	\$ 289	\$ (243)

Denominator:

Denominator for basic earnings (loss) per share:				
Class A weighted average shares	303	303	303	303
Class B weighted average shares, and shares under the if-converted method for diluted earnings per share	70	70	70	70
Effect of dilutive securities:				
Stock options and restricted stock	5	-	4	-
Denominator for diluted earnings (loss) per share – adjusted weighted average shares and assumed conversions	378	373	377	373

Earnings (Loss) Per Share from Continuing Operations Attributable

to Tyson:				
Class A Basic	\$ 0.43	\$ (0.29)	\$ 0.87	\$ (0.58)
Class B Basic	\$ 0.39	\$ (0.26)	\$ 0.78	\$ (0.53)
Diluted	\$ 0.42	\$ (0.28)	\$ 0.84	\$ (0.57)

Net Income (Loss) Per Share Attributable to Tyson:

Class A Basic	\$ 0.43	\$ (0.33)	\$ 0.87	\$ (0.60)
Class B Basic	\$ 0.39	\$ (0.30)	\$ 0.78	\$ (0.55)
Diluted	\$ 0.42	\$ (0.32)	\$ 0.84	\$ (0.59)

Approximately 7 million and 9 million of our stock-based compensation shares were antidilutive for the three and six months ended April 3, 2010, respectively, and approximately 26 million and 25 million of our stock-based compensation shares were antidilutive for the three and six months ended March 28, 2009, respectively. These shares were not included in the dilutive earnings per share calculation.

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

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

NOTE 15: COMPREHENSIVE INCOME (LOSS)

The components of comprehensive income (loss) are as follows (in millions):

	Three Months Ended		Six Months Ended	
	April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
Net income (loss)	\$ 156	\$ (119)	\$ 315	\$ (223)
Other comprehensive income (loss), net of tax:				
Currency translation adjustment	6	(20)	12	(94)
Currency translation adjustment reclassified to loss on discontinued operations	-	(37)	-	(37)
Postretirement benefits reserve adjustments	1	-	-	(5)
Unrealized gain (loss) on investments	(3)	3	(2)	(4)
Unrealized loss on investments reclassified to other income	-	4	-	4
Net hedging unrealized loss	(4)	(3)	(3)	(32)
Net hedging unrealized (gain) loss reclassified to earnings	(1)	7	-	23
Total comprehensive income (loss)	155	(165)	322	(368)
Comprehensive loss attributable to noncontrolling interest	(3)	-	(4)	(2)
Total comprehensive income (loss) attributable to Tyson	\$ 158	\$ (165)	\$ 326	\$ (366)

The related tax effects allocated to the components of comprehensive income are as follows (in millions):

	Three Months Ended		Six Months Ended	
	April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
Income tax expense (benefit):				
Currency translation adjustment	\$ -	\$ (1)	\$ -	\$ -
Postretirement benefits reserve adjustments	-	-	-	5
Unrealized loss on investments	-	-	-	(1)
Unrealized loss on investments reclassified to other income	-	1	-	1
Net hedging unrealized loss	(3)	(2)	(2)	(20)
Net hedging unrealized (gain) loss reclassified to earnings	-	4	1	14
Total income tax expense (benefit)	\$ (3)	\$ 2	\$ (1)	\$ (1)

NOTE 16: SEGMENT REPORTING

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

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

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

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

Prepared Foods: Prepared Foods operations include manufacturing and marketing frozen and refrigerated food products and logistics operations to move products through the supply chain. Products include pepperoni, bacon, beef and pork pizza toppings, pizza crusts, flour and corn tortilla products, appetizers, prepared meals, ethnic foods, soups, sauces, side dishes, meat dishes and processed meats. Products are marketed domestically to food retailers, foodservice distributors, restaurant operators and noncommercial foodservice establishments such as schools, hotel chains, healthcare facilities, the military and other food processors, as well as to international markets.

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

	Three Months Ended		Six Months Ended	
	April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
Sales:				
Chicken	\$ 2,491	\$ 2,360	\$ 4,916	\$ 4,594
Beef	2,762	2,419	5,444	5,082
Pork	929	844	1,744	1,722
Prepared Foods	734	684	1,447	1,430
Total Sales	\$ 6,916	\$ 6,307	\$ 13,551	\$ 12,828
Operating Income (Loss):				
Chicken	\$ 114	\$ (46)	\$ 192	\$ (332)
Beef	126	28	245	28
Pork	69	29	131	84
Prepared Foods	37	19 (a)	92	54 (a)
Other	(2)	(1)	(2)	(3)
Total Operating Income (Loss)	344	29	658	(169)
Other Expense	95	76	173	157
Income (Loss) from Continuing Operations				
before Income Taxes	\$ 249	\$ (47)	\$ 485	\$ (326)

(a) Includes \$15 million charge related to the closing of our Ponca City, Oklahoma, processed meats plant.

The Beef segment had sales of \$42 million and \$35 million in the second quarter of fiscal years 2010 and 2009, respectively, and sales of \$77 million and \$70 million in the six months of fiscal years 2010 and 2009, respectively, from transactions with other operating segments of the Company. The Pork segment had sales of \$168 million and \$108 million in the second quarter of fiscal years 2010 and 2009, respectively, and sales of \$300 million and \$233 million in the six months of fiscal years 2010 and 2009, respectively, from transactions with other operating segments of the Company. The aforementioned sales from intersegment transactions, which were at market prices, were excluded from the segment sales in the above table.

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

RESULTS OF OPERATIONS

Description of the Company

We are one of the world's largest meat protein companies and the second-largest food production company in the *Fortune 500* with one of the most recognized brand names in the food industry. We produce, distribute and market chicken, beef, pork, prepared foods and related allied products. Our operations are conducted in four segments: Chicken, Beef, Pork and Prepared Foods. Some of the key factors influencing our business are customer demand for our products; the ability to maintain and grow relationships with customers and introduce new and innovative products to the marketplace; accessibility of international markets; market prices for our products; the cost of live cattle and hogs, raw materials and grain; and operating efficiencies of our facilities.

Overview

- General – All of our core businesses had increased operating results for the six months ended April 3, 2010, as compared to the same period last year, as a result of improved internal performance and a better market environment. The following are a few of the key drivers:
 - We had operational efficiency improvements of approximately \$400 million. The operational efficiencies occurred in the areas of yields, cost reduction, labor management, logistics cost optimization, capacity, live bird operations (including livability, feed conversion, and net to processing improvements).
 - We achieved margin management gains year-to-date compared to the prior year of approximately \$250 million. Margin management improvements occurred in the areas of mix, export sales, price optimization and value-added products initiatives.
 - Tyson and the meat industry in general have benefitted from improving domestic market conditions. For the first time in 40 years, industry forecasters predict a reduction in available protein in two consecutive years. This is a factor of reduced protein production, fewer imports, increased exports and reduced freezer inventories. Poor industry results for 2008 and 2009 led to a reduction in industry capacity and a better balance between overall meat products' supply and demand. While the recent economic conditions have caused decreased demand at foodservice establishments, most of the lost demand has shifted to retailers as consumers are choosing to eat at home. As the economy shows some signs of strengthening, we have seen some improvement in foodservice demand.
- Chicken Segment – Second quarter fiscal 2010 operating income was \$114 million, or a 4.6% operating margin, an improvement of \$36 million as compared to the first quarter fiscal 2010. The improvement was largely due to lower grain costs and continued operational efficiencies.
- Beef Segment – Operating income was \$126 million, or a 4.6% operating margin. We have continued our focus on production efficiencies, customer service and product quality, which combined with the increase in export sales, resulted in improved margins.
- Pork Segment – Our pork plants continued to operate at high efficiency levels, which along with maximizing our revenues relative to live costs, led to operating income of \$69 million, or a 7.4% operating margin.
- Prepared Foods Segment – Operating income was \$37 million, or a 5.0% operating margin, down \$18 million from the first quarter fiscal 2010. The decline was largely due to rapidly increasing raw material costs, which were partially offset by the trailing increase in average sales prices.
- Note Repurchases and Retirements – During the first six months of fiscal 2010, we used available cash on hand and restricted cash to repurchase or retire \$518 million of senior notes.

in millions, except per share data

	Three Months Ended		Six Months Ended	
	April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
Net income (loss) attributable to Tyson	\$ 159	\$ (119)	\$ 319	\$ (221)
Net income (loss) attributable to Tyson – per diluted share	0.42	(0.32)	0.84	(0.59)

Second quarter and six months of fiscal 2010 – Net income attributable to Tyson included the following item:

- \$24 million charge related to losses on notes repurchased during the quarter.

Second quarter of fiscal 2009 – Net loss attributable to Tyson included the following item:

- The impact of changing the method of recognizing interim income taxes.

Second quarter and six months of fiscal 2009 – Net loss attributable to Tyson included the following item:

- \$15 million charge related to the closing of our Ponca City, Oklahoma, processed meats plant.

Fiscal 2010 Outlook

Chicken – We expect seasonal demand will improve as we get into the second half of fiscal 2010, and we expect the pricing environment to improve aided by cold storage inventories and pullet placements which are down relative to the levels we have seen over the last several years. We also currently expect to see grain costs down as compared to fiscal 2009. Additionally, we will continue to focus on making operational improvements to help maximize our margins.

Beef – While we expect a reduction in cattle supplies of approximately 1% in fiscal 2010, we do not expect a significant change in the fundamentals of our Beef business as it relates to the previous few quarters. We expect adequate supplies to operate our plants. We will manage our spreads by maximizing our revenues through product mix and minimizing our operating costs, while keeping our focus on quality and customer service.

Pork – We expect the gradual decline in hog supplies in the first half of fiscal 2010 will accelerate into the second half of fiscal 2010, resulting in industry slaughter slightly higher than 2007. However, we still believe we will have adequate supplies in the regions in which we operate. We will manage our spreads by continuing to control our costs and maximizing our revenues.

Prepared Foods – Raw material costs will likely increase in fiscal 2010, but we have made some changes in our sales contracts that move us further away from long-term fixed price contracts toward formula or shorter-term pricing, which will better enable us to absorb rising raw material costs. However, in the third quarter fiscal 2010, we will continue to see a negative impact until some of the latest price increases take effect.

Summary of Results – Continuing Operations

Sales

in millions	Three Months Ended		Six Months Ended	
	April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
Sales	\$ 6,916	\$ 6,307	\$ 13,551	\$ 12,828
Change in sales volume	(0.5)%		2.0%	
Change in average sales price	10.2%		3.6%	
Sales growth	9.7%		5.6%	

Second quarter – Fiscal 2010 vs Fiscal 2009

- Average Sales Price – Sales were positively impacted by higher average sales prices in all segments, which accounted for the majority of the increase. The Beef, Pork and Prepared Foods segments increased largely due to higher live and raw material costs, while the Chicken segment increase was largely due to the change in mix resulting from a reduction in rendered and export volumes.
- Sales Volume – Sales volume was down slightly from the same period last year. This included a decrease in Chicken segment export sales volume, offset by an increase in sales volume related to a recent international acquisition and an increase in Beef segment sales volume.

Six months – Fiscal 2010 vs Fiscal 2009

- Average Sales Price – Sales were positively impacted by higher average sales prices, which accounted for an increase of approximately \$384 million. The Beef and Pork segments increased largely due to higher live costs, while the Chicken segment increase was largely due to the change in mix resulting from a reduction in rendered and export volumes.
- Sales Volume – Sales were also positively impacted by higher sales volume, which accounted for an increase of approximately \$339 million. This included a decrease in Chicken segment export sales volume, offset by an increase in sales volume related to a recent international acquisition and an increase in Beef segment sales volume.

Cost of Sales

in millions	Three Months Ended		Six Months Ended	
	April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
Cost of sales	\$ 6,352	\$ 6,054	\$ 12,458	\$ 12,557
Gross margin	\$ 564	\$ 253	\$ 1,093	\$ 271
Cost of sales as a percentage of sales	91.8%	96.0%	91.9%	97.9%

Second quarter – Fiscal 2010 vs Fiscal 2009

- Cost of sales increased \$298 million. Higher cost per pound was the primary reason for the increase in cost of sales and included the following changes:
 - Increase in average live cattle and hog costs of approximately \$178 million.
 - Increase due to net losses of \$40 million in the second quarter of fiscal 2010, as compared to net gains of \$54 million in the second quarter of fiscal 2009, from our commodity risk management activities related to forward futures contracts for live cattle and hogs, and excludes the impact from related physical purchase transactions which impact current and future period operating results.
 - Decrease due to net losses of \$63 million in the second quarter of fiscal 2009, from our commodity risk management activities related to grain and energy purchases, and excludes the impact from related physical purchase transactions which impact current and future period operating results.

Six months – Fiscal 2010 vs Fiscal 2009

- Cost of sales decreased \$99 million. Lower cost per pound reduced cost of sales \$430 million, offset partially by higher sales volume which increased cost of sales \$331 million.
 - Decrease due to net gains of \$1 million in the six months of fiscal 2010, as compared to net losses of \$251 million in the six months of fiscal 2009, from our commodity risk management activities related to grain and energy purchases, and excludes the impact from related physical purchase transactions which impact current and future period operating results.
 - Decrease in average live cattle costs of approximately \$142 million.
 - Decrease in grain costs in the Chicken segment of approximately \$65 million.
 - Increase due to net losses of \$49 million in the six months of fiscal 2010, as compared to net gains of \$148 million in the six months of fiscal 2009, from our commodity risk management activities related to forward futures contracts for live cattle and hogs, and excludes the impact from related physical purchase transactions which impact current and future period operating results.

Selling, General and Administrative

in millions

	Three Months Ended		Six Months Ended	
	April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
Selling, general and administrative expense	\$ 220	\$ 209	\$ 435	\$ 425
As a percentage of sales	3.2%	3.3%	3.2%	3.3%

Second quarter – Fiscal 2010 vs Fiscal 2009

- Increase of \$24 million related to incentive-based compensation.
- Decrease of \$5 million related to the change in investment returns on company-owned life insurance, which is used to fund non-qualified retirement plans.
- Decrease of \$5 million related to advertising and sales promotions.

Six months – Fiscal 2010 vs Fiscal 2009

- Increase of \$46 million related to incentive-based compensation.
- Decrease of \$21 million related to the change in investment returns on company-owned life insurance, which is used to fund non-qualified retirement plans.
- Decrease of \$9 million related to advertising and sales promotions.

Interest Expense

in millions

	Three Months Ended		Six Months Ended	
	April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
Cash interest expense	\$ 64	\$ 62	\$ 136	\$ 121
Losses on notes repurchased	24	-	25	-
Non-cash interest expense	12	16	19	24
Total Interest Expense	\$ 100	\$ 78	\$ 180	\$ 145

Second quarter – Fiscal 2010 vs Fiscal 2009

- Cash interest expense includes interest expense related to the coupon rates for senior notes and commitment/letter of credit fees incurred on our revolving credit facilities. The increase is due to an increase in the overall average borrowing rates, partially offset by lower average weekly indebtedness of approximately 4%.
- Losses on notes repurchased during the second quarter fiscal 2010 included the amount paid exceeding the face value, which primarily included the repurchases of the 8.25% Notes due October 2011 (2011 Notes) and the 7.85% Notes due April 2016 (2016 Notes).
- Non-cash interest expense primarily includes interest related to the amortization of debt issuance costs and discounts/premiums on note issuances. This includes debt issuance costs incurred on the new credit facility in March 2009 and the 10.5% Senior Notes due 2014 (2014 Notes) issued in March 2009, as well as the accretion of the debt discount on the 3.25% Convertible Senior Notes due 2013 (2013 Notes) and 2014 Notes. Fiscal 2009 also includes expenses related to amendment fees paid in December 2008 on our then existing credit agreements.

Six months – Fiscal 2010 vs Fiscal 2009

- Cash interest expense includes interest expense related to the coupon rates for senior notes and commitment/letter of credit fees incurred on our revolving credit facilities. The increase is due to an increase in the overall average borrowing rates, as well as higher average weekly indebtedness of approximately 2%.
- Losses on notes repurchased during the six months ended April 3, 2010, included the amount paid exceeding the face value, which primarily included the repurchases of the 2011 Notes and the 2016 Notes.
- Non-cash interest expense primarily includes interest related to the amortization of debt issuance costs and discounts/premiums on note issuances. This includes debt issuance costs incurred on the new credit facility in March 2009 and the 2014 Notes issued in March 2009, as well as the accretion of the debt discount on the 2013 Notes and 2014 Notes. Fiscal 2009 also includes expenses related to amendment fees paid in December 2008 on our then existing credit agreements.

Other (Income) Expense, net

in millions

	Three Months Ended		Six Months Ended	
	April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
	\$ (1)	\$ 3	\$ -	\$ 21

Six months of fiscal 2009:

- Included \$19 million in foreign currency exchange loss.

Effective Tax Rate

	Three Months Ended		Six Months Ended	
	April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
	37.1%	(122.2)%	35.0%	34.1%

Second quarter of fiscal 2010 – The effective tax rate was impacted by:

- state income taxes;
- losses in foreign jurisdictions and related valuation allowances;
- the domestic production deduction; and
- general business credits.

Six months of fiscal 2010 – The effective tax rate was impacted by:

- state income taxes;
- losses in foreign jurisdictions and related valuation allowances;
- the domestic production deduction;
- general business credits; and
- adjustments to uncertain tax positions due to tax audit resolutions and statute expirations.

Second quarter and six months of fiscal 2009 – The effective tax rate was impacted by:

- the change in method from estimated annual to year-to-date;
- tax planning in foreign jurisdictions;
- general business credits;
- amounts relating to company-owned life insurance and certain other nondeductible expense items; and
- state and foreign valuation allowances.

Segment Results

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

in millions	Sales			
	Three Months Ended		Six Months Ended	
	April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
Chicken	\$ 2,491	\$ 2,360	\$ 4,916	\$ 4,594
Beef	2,762	2,419	5,444	5,082
Pork	929	844	1,744	1,722
Prepared Foods	734	684	1,447	1,430
Total	\$ 6,916	\$ 6,307	\$ 13,551	\$ 12,828

in millions	Operating Income (Loss)			
	Three Months Ended		Six Months Ended	
	April 3, 2010	March 28, 2009	April 3, 2010	March 28, 2009
Chicken	\$ 114	\$ (46)	\$ 192	\$ (332)
Beef	126	28	245	28
Pork	69	29	131	84
Prepared Foods	37	19	92	54
Other	(2)	(1)	(2)	(3)
Total	\$ 344	\$ 29	\$ 658	\$ (169)

Chicken Segment Results

in millions	Three Months Ended			Six Months Ended		
	April 3, 2010	March 28, 2009	Change	April 3, 2010	March 28, 2009	Change
Sales	\$ 2,491	\$ 2,360	\$ 131	\$ 4,916	\$ 4,594	\$ 322
Sales Volume Change			(4.3)%			0.4%
Average Sales Price Change			10.2%			6.6%
Operating Income (Loss)	\$ 114	\$ (46)	\$ 160	\$ 192	\$ (332)	\$ 524
Operating Margin	4.6%	(1.9)%		3.9%	(7.2)%	

Second quarter and six months – Fiscal 2010 vs Fiscal 2009

- Sales volume decreased due to reduced sales of rendered product and export sales, which was partially offset by increased sales volume related to an international acquisition. Despite the decreased sales volumes, overall sales increased due to an increase in the average sales price, which primarily resulted from sales mix changes associated with the reduced sales of the lower price per pound rendered and export products.
- Operating Income (Loss) –
 - Operational Improvements – Operating results were positively impacted by operational improvements, which included: yield, mix and live production performance improvements; additional processing flexibility; and reduced interplant product movement.
 - Derivative Activities – Operating results included the following amounts for commodity risk management activities related to grain and energy purchases. These amounts exclude the impact from related physical purchase transactions, which impact current and future period operating results.

Income/(Loss) - in millions	Qtr	YTD
2010	\$ -	\$ 1
2009	(63)	(251)
Improvement in operating results	\$ 63	\$ 252

- Grain Costs – As compared to the same periods of fiscal 2009, operating results were negatively impacted in the second quarter of fiscal 2010 by an increase in grain costs of \$19 million and were positively impacted in the first six months of fiscal 2010 by a decrease in grain costs of \$65 million.

Beef Segment Results

in millions	Three Months Ended			Six Months Ended		
	April 3, 2010	March 28, 2009	Change	April 3, 2010	March 28, 2009	Change
Sales	\$ 2,762	\$ 2,419	\$ 343	\$ 5,444	\$ 5,082	\$ 362
Sales Volume Change			5.4%			6.3%
Average Sales Price Change			8.4%			0.8%
Operating Income	\$ 126	\$ 28	\$ 98	\$ 245	\$ 28	\$ 217
Operating Margin	4.6%	1.2%		4.5%	0.6%	

Second quarter and six months – Fiscal 2010 vs Fiscal 2009

- Sales and Operating Income –
 - We increased our operating margins by maximizing our revenues relative to live cattle markets, as well as improved our operating costs.
 - Our sales were also positively impacted by an increase in our export sales volume.
 - Derivative Activities – Operating results included the following amounts for commodity risk management activities related to forward futures contracts for live cattle. These amounts exclude the impact from related physical sale and purchase transactions, which impact current and future period operating results.

Income/(Loss) - in millions	Qtr	YTD
2010	\$ (4)	\$ 2
2009	34	90
Decline in operating results	\$ (38)	\$ (88)

Pork Segment Results

in millions	Three Months Ended			Six Months Ended		
	April 3, 2010	March 28, 2009	Change	April 3, 2010	March 28, 2009	Change
Sales	\$ 929	\$ 844	\$ 85	\$ 1,744	\$ 1,722	\$ 22
Sales Volume Change			(4.3)%			(2.7)%
Average Sales Price Change			15.0%			4.1%
Operating Income	\$ 69	\$ 29	\$ 40	\$ 131	\$ 84	\$ 47
Operating Margin	7.4%	3.4%		7.5%	4.9%	

Second quarter and six months – Fiscal 2010 vs Fiscal 2009

- Sales and Operating Income –
 - We increased our operating margins by maximizing our revenues relative to live hog markets, as well as improved our operating costs.
 - Derivative Activities – Operating results included the following amounts for commodity risk management activities related to forward futures contracts for live hogs. These amounts exclude the impact from related physical sale and purchase transactions, which impact current and future period operating results.

Income/(Loss) - in millions	Qtr	YTD
2010	\$ (22)	\$ (29)
2009	13	36
Decline in operating results	\$ (35)	\$ (65)

Prepared Foods Segment Results

in millions	Three Months Ended			Six Months Ended		
	April 3, 2010	March 28, 2009	Change	April 3, 2010	March 28, 2009	Change
Sales	\$ 734	\$ 684	\$ 50	\$ 1,447	\$ 1,430	\$ 17
Sales Volume Change			5.6%			3.5%
Average Sales Price Change			1.7%			(2.2)%
Operating Income	\$ 37	\$ 19	\$ 18	\$ 92	\$ 54	\$ 38
Operating Margin	5.0%	2.8%		6.4%	3.8%	

Second quarter and six months of fiscal 2009

- Includes \$15 million charge related to the closing of our Ponca City, Oklahoma, processed meats plant.

Second quarter and six months – Fiscal 2010 vs Fiscal 2009

- Operating income improved in the second quarter fiscal 2010 as compared to the same period last year due to an increase in sales volume and average sales prices, offset by an increase in raw material costs. Operating income improved in the first six months of fiscal 2010 as compared to the same period last year due to an increase in sales volume, offset by a decrease in average sales prices. In addition, we made several operational improvements in late fiscal 2009 that allow us to run our plants more efficiently. In the first six months of fiscal 2010, we received \$8 million in insurance proceeds related to the flood damage at our Jefferson, Wisconsin, plant.

LIQUIDITY AND CAPITAL RESOURCES

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

Cash Flows from Operating Activities

in millions	Six Months Ended	
	April 3, 2010	March 28, 2009
Net income (loss)	\$ 315	\$ (223)
Non-cash items in net income (loss):		
Depreciation and amortization	247	253
Deferred income taxes	1	(78)
Other, net	47	88
Changes in working capital	(111)	367
Net cash provided by operating activities	\$ 499	\$ 407

Cash flows associated with changes in working capital for the six months ended:

- **April 3, 2010** – Decreased primarily due to higher inventory and accounts receivable balances, a decrease in trade accounts payable and income tax payables, partially offset by an increase in accrued salaries, wages and benefits.
- **March 28, 2009** – Increased due to lower inventory and accounts receivable balances, partially offset by lower trade accounts payable and the change in income tax receivable/payable balances.

Cash Flows from Investing Activities

in millions	Six Months Ended	
	April 3, 2010	March 28, 2009
Additions to property, plant and equipment	\$ (264)	\$ (160)
Proceeds from sale (purchases) of marketable securities, net	(4)	12
Acquisitions, net of cash acquired	-	(76)
Proceeds from sale of discontinued operation	-	43
Change in restricted cash to be used for investing activities	43	(76)
Other, net	(2)	20
Net cash used for investing activities	\$ (227)	\$ (237)

- Additions to property, plant and equipment include acquiring new equipment, upgrading our facilities to maintain competitive standing and positioning us for future opportunities.
- Capital spending for fiscal 2010 is expected to be approximately \$700 million, and includes:
 - approximately \$630 million on current core business and foreign capital spending; and
 - approximately \$70 million related to Dynamic Fuels LLC (Dynamic Fuels), most of which relates to the completion of Dynamic Fuels' first facility. Construction of this facility is expected to continue into the third quarter of fiscal 2010, with production targeted soon thereafter. During the first six months of fiscal 2010, we used the remaining \$43 million of our restricted cash for spending on this facility. During the first six months of fiscal 2009, we used \$23 million of our restricted cash for spending on this facility.
- Acquisitions – In October 2008, we acquired three vertically integrated poultry companies in southern Brazil. The aggregate purchase price was \$67 million, which included \$17 million of mandatory deferred payments, of which \$4 million remains to be paid through 2011. In addition, we have \$16 million of contingent purchase price based on production volumes.

Cash Flows from Financing Activities

in millions	Six Months Ended	
	April 3, 2010	March 28, 2009
Net payments on revolving credit facilities	\$ -	\$ (2)
Payments on debt	(555)	(51)
Proceeds from borrowings of debt	15	851
Debt issuance costs	-	(58)
Change in restricted cash to be used for financing activities	140	(234)
Purchases of treasury shares	(31)	(4)
Dividends	(30)	(30)
Change in negative book cash balances	(13)	(90)
Stock options exercised and other, net	15	4
Net cash provided by (used for) financing activities	\$ (459)	\$ 386

- Payments on debt for the six months ended April 3, 2010, included:
 - \$287 million of 2011 Notes;
 - \$140 million of 7.95% Notes due February 2010 (using the restricted cash held in a blocked cash collateral account for the repurchase of these notes);
 - \$57 million of 2016 Notes;
 - \$34 million of 7.0% Notes due May 2018; and
 - \$25 million related to the losses on notes repurchased during the period.
- Proceeds from borrowings of debt for the six months ended March 28, 2009, included:
 - In March 2009, we issued \$810 million of 2014 Notes. After the original issue discount of \$59 million, based on an issue price of 92.756% of face value, we received net proceeds of \$751 million. We used the net proceeds towards the repayment of our borrowings under the accounts receivable securitization facility and for other general corporate purposes.
 - In October 2008, Dynamic Fuels received \$100 million in proceeds from the sale of Gulf Opportunity Zone tax-exempt bonds made available by the Federal government to the regions affected by Hurricanes Katrina and Rita in 2005. These floating rate bonds are due October 1, 2033.

Liquidity

in millions	Commitments Expiration Date	Facility Amount	Borrowing Base Adjustment	Outstanding Letters of Credit (no draw downs)	Amount Borrowed	Amount Available
Cash and cash equivalents						\$ 812
Revolving credit facility	March 2012	\$ 1,000	\$ -	\$ (228)	\$ -	\$ 772
Total liquidity						\$ 1,584

- The revolving credit facility supports our short-term funding needs and letters of credit. Letters of credit are issued primarily in support of workers' compensation insurance programs, derivative activities and Dynamic Fuels' Gulf Opportunity Zone tax-exempt bonds.
 - Borrowing Base Adjustment – Availability under this facility, up to \$1.0 billion, is based on a percentage of certain eligible accounts receivable and eligible inventory and is reduced by certain reserves. At April 3, 2010, the entire \$1.0 billion was eligible for borrowing and issuing letters of credit.
- Our 2013 Notes may be converted early during any fiscal quarter in the event our Class A stock trades at or above \$21.96 for at least 20 trading days during a period of 30 consecutive trading days ending on the last trading day of the preceding fiscal quarter. In this event, the note holders may require us to pay outstanding principal in cash, which totaled \$458 million at April 3, 2010. Any conversion premium would be paid in shares of Class A common stock. The conditions for early conversion were not met in our second fiscal quarter of fiscal 2010, and thus, the notes may not be converted in our third quarter fiscal 2010. Should the conditions for early conversion be reached in future quarters, and the holders exercised their early conversion option, we would use current cash on hand and cash flow from operations for principal payments.
- At April 3, 2010, we had \$552 million of 2011 Notes outstanding. We plan presently to use current cash on hand and cash flows from operations for payment on the remaining 2011 Notes due in October 2011.
- Our current ratio was 2.21 to 1 and 2.20 to 1 at April 3, 2010, and October 3, 2009, respectively.

Deterioration of Credit and Capital Markets

Credit market conditions deteriorated rapidly during our fourth quarter of fiscal 2008 and have not returned to pre-2008 levels. Several major banks and financial institutions failed or were forced to seek assistance through distressed sales or emergency government measures. While not all-inclusive, the following summarizes some of the impacts to our business:

Credit Facility

Cash flows from operating activities and current cash on hand are our primary source of liquidity for funding debt service and capital expenditures. We also have a revolving credit facility, with a committed maximum capacity of \$1.0 billion, to provide additional liquidity for working capital needs, letters of credit, and as a source of financing for growth opportunities. As of April 3, 2010, we had outstanding letters of credit totaling \$228 million, none of which were drawn upon, which left \$772 million available for borrowing. Our revolving credit facility is funded by a syndicate of 19 banks, with commitments ranging from \$6 million to \$115 million per bank. The syndicate includes bank holding companies that are required to be adequately capitalized under federal bank regulatory agency requirements. If any of the banks in the syndicate are unable to perform on their commitments to fund the facility, our liquidity could be impaired, which could reduce our ability to fund working capital needs, support letters of credit or finance our growth opportunities.

Customers/Suppliers

The financial condition of some of our customers and suppliers could also be impaired by current market conditions. Although we have not experienced a material increase in customer bad debts or non-performance by suppliers, current market conditions increase the probability we could experience losses from customer or supplier defaults. Should current credit and capital market conditions result in a prolonged economic downturn in the United States and abroad, demand for protein products could be reduced, which could result in a reduction of sales, operating income and cash flows. In addition, we rely on livestock producers throughout the country to supply our live cattle and hogs. If these producers are adversely impacted by the current economic conditions and go out of business, our livestock supply for processing could be significantly impacted.

Additionally, we have cash flow assistance programs in which certain livestock suppliers participate. Under these programs, we pay an amount for livestock equivalent to a standard cost to grow such livestock during periods of low market sales prices. The amounts of such payments that are in excess of the market sales price are recorded as receivables and accrue interest. Participating suppliers are obligated to repay these receivables balances when market sales prices exceed this standard cost, or upon termination of the agreement. Our maximum obligation associated with these programs is limited to the fair value of each participating livestock supplier's net tangible assets. Although we believe the aggregate maximum obligation under the program is unlikely to ever be reached, the potential maximum obligation at April 3, 2010, was approximately \$250 million. The total receivables under these programs were \$92 million and \$72 million at April 3, 2010, and October 3, 2009, respectively. Even though these programs are limited to the net tangible assets of the participating livestock suppliers, we also manage a portion of our credit risk associated with these programs by obtaining security interests in livestock suppliers' assets. After analyzing residual credit risks and general market conditions, we have recorded an allowance for these programs' estimated uncollectible receivables of \$28 million and \$20 million at April 3, 2010, and October 3, 2009, respectively.

Investments

The value of our investments in equity and debt securities, including our marketable debt securities, company-owned life insurance and pension and other postretirement plan assets, are impacted by market volatility. These instruments were recorded at fair value as of April 3, 2010. We did not have a significant change in fair value of these instruments during the second quarter and six months of fiscal 2010.

We currently oversee two domestic and one foreign subsidiary non-contributory qualified defined benefit pension plans. All three pension plans are frozen to new participants and no additional benefits will accrue for participants. Based on our 2009 actuarial valuation, we anticipate contributions of \$2 million to these plans for fiscal 2010. We also have one domestic unfunded defined benefit plan. Based on our 2009 actuarial valuation, we anticipate contributions of \$2 million to this plan in fiscal 2010.

Financial Instruments

As part of our commodity risk management activities, we use derivative financial instruments, primarily futures and options, to reduce our exposure to various market risks related to commodity purchases. Similar to the capital markets, the commodities markets have been volatile over the past few years. Grain and some energy prices remain volatile after reaching an all-time high during our fourth quarter of fiscal 2008 before falling sharply. We have recently implemented policies to reduce our earnings volatility associated with mark-to-market derivative activities, including more use of normal physical purchases and normal physical sales which are not required to be marked to market.

Insurance

We rely on insurers as a protection against liability claims, property damage and various other risks. Our primary insurers maintain an A.M. Best Financial Strength Rating of A or better. Nevertheless, we continue to monitor this situation as insurers have been and are expected to continue to be impacted by the current capital market environment.

Capitalization

The ratio of debt to capitalization is often used as a leverage measure. Our debt to capitalization ratio as of April 3, 2010 and October 3, 2009 is as follows:

in millions			
		April 3, 2010	October 3, 2009
Senior Notes	\$	2,743	\$ 3,248
Other indebtedness		236	229
Total Debt	\$	2,979	\$ 3,477
Total Shareholders' Equity	\$	4,723	\$ 4,431
Debt to Capitalization Ratio		38.7%	44.0%

- At April 3, 2010, we had \$812 million of cash and cash equivalents.

Credit Ratings

2016 Notes

On September 4, 2008, Standard & Poor's (S&P) downgraded the credit rating from "BBB-" to "BB." This downgrade increased the interest rate on the 2016 Notes from 6.85% to 7.35%, effective beginning with the six-month interest payment due October 1, 2008.

On November 13, 2008, Moody's Investors Services, Inc. (Moody's) downgraded the credit rating from "Ba1" to "Ba3." This downgrade increased the interest rate on the 2016 Notes from 7.35% to 7.85%, effective beginning with the six-month interest payment due April 1, 2009.

S&P currently rates the 2016 Notes "BB." Moody's currently rates this debt "Ba3." A further one-notch downgrade by either ratings agency would increase the interest rates on the 2016 Notes by an additional 0.25%.

Revolving Credit Facility

S&P's corporate credit rating for Tyson Foods, Inc. is "BB." Moody's corporate credit rating for Tyson Foods, Inc. is "Ba3." If S&P were to downgrade our corporate credit rating to "B+" or lower or Moody's were to downgrade our corporate credit rating to "B1" or lower, our letter of credit fees would increase by an additional 0.25%.

Debt Covenants

Our revolving credit facility contains affirmative and negative covenants that, among other things, may limit or restrict our ability to: create liens and encumbrances; incur debt; merge, dissolve, liquidate or consolidate; make acquisitions and investments; dispose of or transfer assets; pay dividends or make other payments in respect of our capital stock; amend material documents; change the nature of our business; make certain payments of debt; engage in certain transactions with affiliates; and enter into sale/leaseback or hedging transactions, in each case, subject to certain qualifications and exceptions. If availability under this facility is less than the greater of 15% of the commitments and \$150 million, we will be required to maintain a minimum fixed charge coverage ratio.

Our 2014 Notes also contain affirmative and negative covenants that, among other things, may limit or restrict our ability to: incur additional debt and issue preferred stock; make certain investments and restricted payments; create liens; create restrictions on distributions from subsidiaries; engage in specified sales of assets and subsidiary stock; enter into transactions with affiliates; enter new lines of business; engage in consolidation, mergers and acquisitions; and engage in certain sale/leaseback transactions.

RECENTLY ADOPTED/ISSUED ACCOUNTING PRONOUNCEMENTS

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

CRITICAL ACCOUNTING ESTIMATES

We consider accounting policies related to: contingent liabilities; marketing and advertising costs; accrued self insurance; impairment of long-lived assets; impairment of goodwill and other intangible assets; and income taxes to be critical policies. These policies are summarized in Management's Discussion and Analysis of Financial Condition and Results of Operations in our Annual Report on Form 10-K for the year ended October 3, 2009.

In recent years, we expanded our international operations in Asia and South America through several small acquisitions. We have recently restructured our international operations including changes in management. Associated with the restructuring and new management, we are currently evaluating our future international business strategies, which depending on the strategies chosen, may impact the carrying values of certain of our international operations and assets.

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

Certain information in this report constitutes forward-looking statements. Such forward-looking statements include, but are not limited to, current views and estimates of future economic circumstances, industry conditions in domestic and international markets, our performance and financial results, including, without limitation, debt-levels, return on invested capital, value-added product growth, capital expenditures, tax rates, access to foreign markets and dividend policy. These forward-looking statements are subject to a number of factors and uncertainties that could cause our actual results and experiences to differ materially from anticipated results and expectations expressed in such forward-looking statements. We wish to caution readers not to place undue reliance on any forward-looking statements, which speak only as of the date made. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise.

Among the factors that may cause actual results and experiences to differ from anticipated results and expectations expressed in such forward-looking statements are the following: (i) the effect of, or changes in, general economic conditions; (ii) fluctuations in the cost and availability of inputs and raw materials, such as live cattle, live swine, feed grains (including corn and soybean meal) and energy; (iii) market conditions for finished products, including competition from other global and domestic food processors, supply and pricing of competing products and alternative proteins and demand for alternative proteins; (iv) successful rationalization of existing facilities and operating efficiencies of the facilities; (v) risks associated with our commodity trading risk management activities; (vi) access to foreign markets together with foreign economic conditions, including currency fluctuations, import/export restrictions and foreign politics; (vii) outbreak of a livestock disease (such as avian influenza (AI) or bovine spongiform encephalopathy (BSE)), which could have an effect on livestock we own, the availability of livestock we purchase, consumer perception of certain protein products or our ability to access certain domestic and foreign markets; (viii) changes in availability and relative costs of labor and contract growers and our ability to maintain good relationships with employees, labor unions, contract growers and independent producers providing us livestock; (ix) issues related to food safety, including costs resulting from product recalls, regulatory compliance and any related claims or litigation; (x) changes in consumer preference and diets and our ability to identify and react to consumer trends; (xi) significant marketing plan changes by large customers or loss of one or more large customers; (xii) adverse results from litigation; (xiii) risks associated with leverage, including cost increases due to rising interest rates or changes in debt ratings or outlook; (xiv) compliance with and changes to regulations and laws (both domestic and foreign), including changes in accounting standards, tax laws, environmental laws and occupational, health and safety laws; (xv) our ability to make effective acquisitions or joint ventures and successfully integrate newly acquired businesses into existing operations; (xvi) effectiveness of advertising and marketing programs; and (xvii) those factors listed under Item 1A. "Risk Factors" included in our Annual Report filed on Form 10-K for the year ended October 3, 2009.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

MARKET RISK

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

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

Commodities Risk: We purchase certain commodities, such as grains and livestock, in the course of normal operations. As part of our commodity risk management activities, we use derivative financial instruments, primarily futures and options, to reduce the effect of changing prices and as a mechanism to procure the underlying commodity. However, as the commodities underlying our derivative financial instruments can experience significant price fluctuations, any requirement to mark-to-market the positions that have not been designated or do not qualify as hedges could result in volatility in our results of operations. Contract terms of a hedge instrument closely mirror those of the hedged item providing a high degree of risk reduction and correlation. Contracts designated and highly effective at meeting this risk reduction and correlation criteria are recorded using hedge accounting. The following table presents a sensitivity analysis resulting from a hypothetical change of 10% in market prices as of April 3, 2010, and October 3, 2009, on the fair value of open positions. The fair value of such positions is a summation of the fair values calculated for each commodity by valuing each net position at quoted futures prices. The market risk exposure analysis includes hedge and non-hedge derivative financial instruments.

Effect of 10% change in fair value

in millions	April 3, 2010	October 3, 2009
Livestock:		
Cattle	\$ 41	\$ 20
Hogs	21	12
Grain	2	1

Interest Rate Risk: At April 3, 2010, we had variable rate debt of \$226 million with a weighted average interest rate of 4.2%. A hypothetical 10% increase in interest rates effective at April 3, 2010, and October 3, 2009, would have a minimal effect on interest expense.

Additionally, changes in interest rates impact the fair value of our fixed-rate debt. At April 3, 2010, we had fixed-rate debt of \$2.8 billion with a weighted average interest rate of 8.0%. Market risk for fixed-rate debt is estimated as the potential increase in fair value, resulting from a hypothetical 10% decrease in interest rates. A hypothetical 10% decrease in interest rates would have increased the fair value of our fixed-rate debt by approximately \$73 million at April 3, 2010, and \$32 million at October 3, 2009. The fair values of our debt were estimated based on quoted market prices and/or published interest rates.

Foreign Currency Risk: We have foreign exchange gain/loss exposure from fluctuations in foreign currency exchange rates primarily as a result of certain receivable and payable balances. The primary currency exchanges we have exposure to are the Canadian dollar, the Chinese renminbi, the Mexican peso, the European euro, the British pound sterling and the Brazilian real. We periodically enter into foreign exchange forward contracts to hedge some portion of our foreign currency exposure. A hypothetical 10% change in foreign exchange rates effective at April 3, 2010, and October 3, 2009, related to the foreign exchange forward contracts would have a \$14 million and \$15 million, respectively, impact on pretax income. In the future, we may enter into more foreign exchange forward contracts as a result of our international growth strategy.

Concentration of Credit Risk: Refer to our market risk disclosures set forth in the 2009 Annual Report filed on Form 10-K for a detailed discussion of quantitative and qualitative disclosures about concentration of credit risks, as these risk disclosures have not changed significantly from the 2009 Annual Report.

Item 4. Controls and Procedures

An evaluation was performed, under the supervision and with the participation of management, including the Chief Executive Officer (CEO) and the Chief Financial Officer (CFO), of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the 1934 Act)). Based on that evaluation, management, including the CEO and CFO, has concluded that, as of April 3, 2010, our disclosure controls and procedures were effective.

In the second quarter ended April 3, 2010, there have been no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Refer to the discussion of certain legal proceedings pending against us under Part I, Item 1, Notes to Consolidated Condensed Financial Statements, Note 12: Contingencies, which discussion is incorporated herein by reference. Listed below are certain additional legal proceedings involving the Company and its subsidiaries.

On October 23, 2001, a putative class action lawsuit styled R. Lynn Thompson, et al. vs. Tyson Foods, Inc. was filed in the District Court for Mayes County, Oklahoma by three property owners on behalf of all owners of lakefront property on Grand Lake O' the Cherokees. Simmons Foods, Inc. and Peterson Farms, Inc. also are defendants. The plaintiffs allege the defendants' operations diminished the water quality in the lake thereby interfering with the plaintiffs' use and enjoyment of their properties. The plaintiffs sought injunctive relief and an unspecified amount of compensatory damages, punitive damages, attorneys' fees and costs. While the District Court certified a class, on October 4, 2005, the Court of Civil Appeals of the State of Oklahoma reversed, holding the plaintiffs' claims were not suitable for disposition as a class action. This decision was upheld by the Oklahoma Supreme Court and the case was remanded to the District Court with instructions that the matter proceed only on behalf of the three named plaintiffs. Plaintiffs seek injunctive relief, restitution and compensatory and punitive damages in an unspecified amount in excess of \$10,000. We and the other defendants have denied liability and asserted various defenses. The defendants have requested a trial date, but the court has not yet scheduled the matter for trial.

On January 9, 2003, we received a notice of liability letter from Union Pacific Railroad Company ("Union Pacific") relating to our alleged contributions of waste oil to the Double Eagle Refinery Superfund Site in Oklahoma City, Oklahoma. On August 22, 2006, the United States and the State of Oklahoma filed a lawsuit styled United States of America, et al. v. Union Pacific Railroad Co. in the United States District Court for the Western District of Oklahoma seeking more than \$22 million (the amount sought was subsequently increased to more than \$30 million) to remediate the Double Eagle site. Certain Tyson entities joined a "potentially responsible parties" group on October 31, 2006. A settlement between the "potentially responsible parties" group, the United States, and the State of Oklahoma was reached and the Tyson entities paid \$625,586 into escrow towards the settlement of the matter. In furtherance of finalizing the settlement, the U.S. Department of Justice filed a complaint styled United States of America, et al. v. Albert Investment Co., Inc. et al., and includes the "potentially responsible parties." A proposed Consent Decree addressing all alleged liability of the Tyson entities for the site was lodged on June 27, 2008. On October 10, 2008, Union Pacific initiated litigation to challenge the proposed Consent Decree by filing a motion to intervene, which the District Court denied. Union Pacific appealed this decision to the United States Court of Appeals for the Tenth Circuit. The "potentially responsible parties" group and other parties filed briefs in the Tenth Circuit, and oral arguments occurred on September 21, 2009. On November 10, 2009, the Tenth Circuit Court of Appeals reversed the District Court's decision, and Union Pacific was permitted to intervene in the litigation. On February 11, 2010, the District Court vacated the previous ruling denying Union Pacific's motion to intervene, ordered Union Pacific to file its complaint, and directed the parties to meet for determination of a schedule for conducting the litigation. On February 19, 2010, Union Pacific filed its complaint. The parties continue to work towards determination of the litigation schedule.

In November 2006, the Audit Committee of our Board of Directors engaged outside counsel to conduct a review of certain payments that had been made by one of our subsidiaries in Mexico, including payments to individuals employed by Mexican governmental bodies. The payments were discontinued in November 2006. Although the review process is ongoing, we believe the amount of these payments is immaterial, and we do not expect any material impact to our financial statements. We have contacted the Securities and Exchange Commission and the U.S. Department of Justice to inform them of our review and preliminary findings and are cooperating fully with these governmental authorities.

Since 2003, nine lawsuits have been brought against us and several other poultry companies by approximately 150 plaintiffs in Washington County, Arkansas Circuit Court (Green v. Tyson Foods, Inc., et al., Bible v. Tyson Foods, Inc., Beal v. Tyson Foods, Inc., et al., McWhorter v. Tyson Foods, Inc., et al., McConnell v. Tyson Foods, Inc., et al., Carroll v. Tyson Foods, Inc., et al., Belew v. Tyson Foods, Inc., et al., Gonzalez v. Tyson Foods, Inc., et al., and Rasco v. Tyson Foods, Inc., et al.) alleging that the land application of poultry litter caused arsenic and pathogenic mold and fungi contamination of the air, soil and water in and around Prairie Grove, Arkansas. In addition to the poultry company defendants, plaintiffs sued Alpharma, the manufacturer of a feed ingredient containing an organic arsenic compound that has been used in the broiler industry. Plaintiffs are seeking recovery for several types of personal injuries, including several forms of cancer. On August 2, 2006, the Court granted summary judgment in favor of Tyson and the other poultry company defendants in the first case to go to trial and denied summary judgment as to Alpharma. The case was tried against Alpharma and the jury returned a verdict in favor of Alpharma. Plaintiffs appealed the summary judgment in favor of the poultry company defendants and the Court stayed the remaining eight lawsuits pending the appeal. On May 8, 2008, the Arkansas Supreme Court reversed the summary judgment in favor of the poultry company defendants. The remanded trial in this case against us and the other poultry company defendants was held, and on May 14, 2009, the jury returned a verdict in favor of the defendants. On July 13, 2009, plaintiffs filed a notice of appeal to the Arkansas Supreme Court.

Other Matters: We currently have approximately 117,000 team members and, at any time, have various employment practices matters outstanding. In the aggregate, these matters are significant to the Company, and we devote significant resources to managing employment issues. Additionally, we are subject to other lawsuits, investigations and claims (some of which involve substantial amounts) arising out of the conduct of our business. While the ultimate results of these matters cannot be determined, they are not expected to have a material adverse effect on our consolidated results of operations or financial position.

Item 1A. Risk Factors

There have been no material changes to the risk factors listed in Part I, "Item 1A. Risk Factors" in the Annual Report on Form 10-K for the year ended October 3, 2009. These risk factors should be considered carefully with the information provided elsewhere in this report, which could materially adversely affect our business, financial condition or results of operations. These risks are not the only risks we face. Additional risks and uncertainties not currently known or we currently deem to be immaterial also may materially adversely affect our business, financial condition or results of operations.

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

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

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (1)
Jan. 3, 2010 to Jan. 30, 2010	222,592	\$ 13.15	-	22,474,439
Jan. 31, 2010 to March 6, 2010	358,250	15.72	-	22,474,439
March 7, 2010 to April 3, 2010	284,800	17.88	-	22,474,439
Total	(2) 865,642	\$ 15.77	-	22,474,439

- (1) On February 7, 2003, we announced our board of directors approved a plan to repurchase up to 25 million shares of Class A common stock from time to time in open market or privately negotiated transactions. The plan has no fixed or scheduled termination date.
- (2) We purchased 865,642 shares during the period that were not made pursuant to our previously announced stock repurchase plan, but were purchased to fund certain company obligations under our equity compensation plans. These transactions included 731,334 shares purchased in open market transactions and 134,308 shares withheld to cover required tax withholdings on the vesting of restricted stock.

Item 3. Defaults Upon Senior Securities

None

Item 4. Removed and Reserved

None

Item 5. Other Information

On February 5, 2010, the annual meeting of shareholders of Tyson Foods, Inc. (the "Company") was held. Matters voted on by shareholders included (i) the election of directors of the Company's board, (ii) reapproval of the Company's annual incentive compensation plan for senior executive officers, (iii) ratification of the Company's selection of PricewaterhouseCoopers LLP ("PwC") as the Company's independent registered public accounting firm for the fiscal year ending October 2, 2010, (iv) a shareholder proposal requiring a report on the measures undertaken by the Company to prevent runoff and other forms of water pollution ("Proposal 1"), (v) a shareholder proposal to expand the Company's sustainability report to describe how the Company will reduce the environmental impacts of Company-owned farms and contract animal farms ("Proposal 2"), and (vi) a shareholder proposal related to the use of antibiotics in swine production ("Proposal 3"). The results of the shareholders' votes are reported below.

- (i) With respect to the election of the slate of directors chosen by the board:

Votes For	922,983,370
Votes Against	0
Votes Abstained	3,183,487
Broker Non-Votes	31,788,856

The following directors were elected by the indicated votes:

<u>Directors</u>	<u>Votes For</u>	<u>Votes Withheld</u>
Don Tyson	919,695,651	6,471,206
John Tyson	918,210,182	7,956,676
Lloyd V. Hackley	833,715,634	92,451,223
Jim Keever	917,343,826	8,823,031
Kevin M. McNamara	833,817,008	92,349,849
Brad T. Sauer	826,040,955	100,125,902
Robert Thurber	833,746,632	92,420,225
Barbara A. Tyson	917,654,631	8,512,226
Albert C. Zapanta	921,886,992	4,279,865

(ii) Reapproval of the annual incentive compensation plan for senior executive officers:

Votes For	916,614,328
Votes Against	9,179,053
Votes Abstained	373,474
Broker Non-Votes	31,788,856

(iii) Ratification of the selection of PwC:

Votes For	956,600,161
Votes Against	1,173,517
Votes Abstained	182,032

(iv) Proposal 1:

Votes For	86,154,949
Votes Against	774,880,968
Votes Abstained	65,130,937
Broker Non-Votes	31,788,856

(v) Proposal 2:

Votes For	72,309,059
Votes Against	786,487,650
Votes Abstained	67,370,146
Broker Non-Votes	31,788,856

(vi) Proposal 3:

Votes For	7,565,667
Votes Against	857,499,865
Votes Abstained	61,101,324
Broker Non-Votes	31,788,856

Item 6. Exhibits

The following exhibits are filed with this report.

<u>Exhibit No.</u>	<u>Exhibit Description</u>
10.1	Voluntary Separation Agreement and General Release between the Company and Richard A. Greubel, Jr., dated February 8, 2010.
12.1	Calculation of Ratio of Earnings to Fixed Charges
31.1	Certification of Chief Executive Officer pursuant to SEC Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to SEC Rule 13a-14(a)/15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

TYSON FOODS, INC.

Date: May 10, 2010

/s/ Dennis Leatherby
Dennis Leatherby
Executive Vice President and Chief
Financial Officer

Date: May 10, 2010

/s/ Craig J. Hart
Craig J. Hart
Senior Vice President, Controller and
Chief Accounting Officer

VOLUNTARY SEPARATION AGREEMENT AND GENERAL RELEASE

THIS VOLUNTARY SEPARATION AGREEMENT AND GENERAL RELEASE (this "Agreement") is made and entered into by and between Richard A. Greubel, Jr. ; personnel number XXXXXX ("Employee") and Tyson Foods, Inc. ("Employer") on the 8th day of February, 2010.

STATEMENT OF FACTS

Employee desires to accept the following Agreement, including, without limitation, certain additional consideration from Employer pursuant to the terms of Employee's existing employment agreement, attached hereto as Exhibit A, (the "Executive Employment Agreement") with Employer in return for Employee's promises contained in this Agreement. Employee and Employer, on behalf of itself and its affiliates (collectively, "Tyson"), desires to settle fully and finally all differences and disputes between them, including, but in no way limited to, any differences and disputes that might arise, or have arisen, out of Employee's employment with Employer to date, the Employee's agreement to enter into this Agreement, and the Employee's agreement, as stated herein, to terminate Employee's employment on February 28, 2010.

STATEMENT OF TERMS

In consideration of the mutual promises herein, it is agreed as follows:

1. **Non-Admission of Liability**. Neither this Agreement nor the offer by Employer to enter into this Agreement shall in any way be construed as an admission by Employer that it has acted wrongfully with respect to Employee or any other person, or that Employee has any rights whatsoever against Tyson. Employer specifically disclaims any liability to or wrongful acts against Employee or any other person, on the part of itself and any of the other Releasees (as defined in Section 12 below).
2. **Employee's Separation from Employer** : Employee agrees, acknowledges and understands that Employee's employment with Employer will end on or before February 28, 2010 (the "Separation Date").
3. **Duties of Employee** . From the Effective Date of this Agreement until the Separation Date (the "Term"), Employee shall be relieved of his day-to-day responsibilities as Group Vice President and International President. Employee will report directly to James Lochner, Chief Operating Officer, from the Effective Date until the Separation Date to assist in the transition of international operations. Employee shall continue to be an officer of Tyson pursuant to the Executive Employment Agreement. Employee shall perform such duties with diligence and thoroughness. Employee shall continue to be subject to and comply with all rules, policies, procedures, supervision and direction as identified herein in all matters related to the performance of said duties, consistent with past practices. Employee may give Employer thirty (30) days notice of Employee's desire to terminate the Executive Employment Agreement. If such notice is given to the Employer, the Employer agrees to accelerate the Separation Date accordingly. Employee shall continue to receive compensation pursuant to the Executive Employment Agreement until February 28, 2010 unless Employee terminates the Agreement in the manner described in this paragraph. If Employee becomes employed prior to February 28, 2010, Employee must notify the Employer in writing, and the Separation Date may be accelerated at the Employer's discretion.
4. **Effective Date** . The effective date of this Agreement shall be the eighth day after Employee signs this Agreement.
5. **Consideration** . In full consideration and as material inducement for Employee's signing of this Agreement, Employee will sign the Release stated herein, the sufficiency of which is hereby acknowledged, and the Employer agrees that:
 - (a) On the Effective Date of this Agreement, the Employer will pay Employee: Two Thousand and No/100 Dollars (\$2,000.00).
 - (b) Upon the Separation Date, the Employer agrees to make the following post-employment payments to the Employee:
 - (i) As soon as practical after the Separation Date, Employee shall be entitled to delivery of previously granted shares of Class A Common Stock pursuant to the terms of the Restricted Stock Grants made to the Employee as part of the Executive Employment Agreement, all in accordance with the provisions of Exhibit "B" to the Employment Agreement, less all legally required deductions and tax withholdings, and including any accumulated dividends accruing after the Effective Date of the Separation Agreement and General Release and after any revocation period has expired.

- (ii) Employee shall be entitled to exercise any outstanding stock option awards previously granted to Employee to the extent vested as of February 28, 2010, all in accordance with the provisions of each specific option grant. Any and all stock option awards, to the extent not vested as of the Separation Date shall be forfeited unless modified herein.
- (iii) Employee shall be entitled to receive a lump sum payment, less all legally required deductions and tax withholdings, in the amount of Sixty-Nine Thousand Six Hundred Fifteen and No/100 Dollars (\$69,615.00).

The Employee hereby agrees that in order to receive the post-employment payments enumerated herein in this Paragraph 5(b), the Employee must sign the Agreement and Release attached hereto as Exhibit B on the Separation Date.

The amount of severance payments and benefits payable pursuant to this Paragraph 5(b) will be reduced on a dollar-for-dollar basis if Employee is or becomes entitled to any other termination payments or similar benefits from the Employer. In addition, the amount of severance payments and benefits payable pursuant to this Section 5(b) will cease if (i) Employee breaches any provision of this Agreement or any other agreement between Employee and Employer; or (ii) if Employee should become reemployed by Employer prior to the expiration of the Severance Period.

6. **Cessation of Authority**. Employee understands and agrees that as of the Separation Date, Employee will no longer be authorized to incur any expenses, obligations or liabilities, or to make any commitments on behalf of Employer. Employee agrees to submit to Employer on or before the Separation Date, any and all expenses incurred by Employee through that date and any and all contracts or other obligations entered into by Employee on behalf of Employer.

7. **Return of Company Materials and Property**. Employee understands and agrees that Employee will turn over to Employer, on or before the Separation Date, all files, memoranda, records, credit cards, manuals, computer equipment, computer software, pagers, cellular phones, facsimile machines, company vehicles and any other equipment or documents, and all other physical or personal property that Employee received from Employer and/or that Employee used in the course of Employee's employment with Employer and that are the property of Employer.

Employee agrees, represents and acknowledges that as a result of Employee's employment with Employer, Employee has had in Employee's custody, possession and control proprietary documents, data, materials, files and other similar items concerning proprietary information of Tyson. Employee acknowledges, warrants and agrees that Employee has returned all such items and any copies or extras thereof and any other property, files or documents obtained as a result of Employee's employment with Employer and Employee has held such information in trust and in strict confidence and will continue to do so after termination from Employer, and that Employee has complied and will comply with Tyson's policies regarding proprietary and confidential information.

8. **No Obligation**. Employee agrees and understands that the consideration described above in Paragraph 5 of this Agreement is not required by Employer's policies and procedures absent Employee's execution of this Agreement or by any contracts between Employee and Employer. Employee further agrees and understands that Employee's entitlement to receive the consideration set forth above is conditioned upon Employee's execution of this Agreement and is subject to the further terms and conditions of this Agreement. In addition, Employer will be excused from its obligations under this Agreement if Employee exercises Employee's right to revoke as provided in Sections 15 and 22 below.

9. **Severability**. The provisions of this Agreement are severable, and if any part of it is found by a court to be illegal, invalid or unenforceable, the other paragraphs shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangements contained herein.

10. **Confidentiality and Professionalism**. Employee represents and agrees that Employee will keep the terms, amount, value, and nature of consideration paid to Employee, and the fact this Agreement exists completely confidential, and that Employee will not hereafter disclose any information concerning this Agreement to anyone other than Employee's immediate family and professional representatives who will be informed of and bound by this confidentiality clause. It is the intention of Employer to maintain the terms, amount, value and nature of consideration paid to Employee and the fact of this Agreement completely confidential except to the extent necessary to effectuate the terms and conditions of this Agreement and to the extent Employer deems it necessary in its sole discretion to comply with the law. Employer and Employee mutually agree that the parties hereto will not make or issue, or procure any person, firm or entity to make or issue, any statement in any form concerning Employer, Employee, the parties' employment relationship or the termination of Employee's employment relationship with Employer to any person or entity if such statement is harmful to or disparaging of Employee, Tyson or any of its employees, officers, directors, agents or representatives.

11. **Confidential Information, Trade Secrets, Limitations on Solicitations and Non-Compete**. Employee understands, agrees and acknowledges that the restrictions imposed upon the Employee pursuant to the Executive Employment Agreement respecting (a) the disclosure of confidential information and trade secrets; (b) solicitation; and (c) competition and the related enforcement provisions under the Executive Employment Agreement shall remain in full force and effect as provided for therein.

12. **Complete Release**. As a material inducement to the parties to enter into this Agreement, Employee hereby irrevocably and unconditionally releases, acquits and forever discharges the Employer and each of its stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, rights arising out of alleged violations or breaches of any contracts, express or implied, or any tort, or any legal restrictions on Employer's right to terminate employees, or any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (race, color, religion, sex, and national origin discrimination); (2) the Americans with Disabilities Act (disability discrimination); (3) 42 U.S.C. § 1981 (discrimination); (4) the Age Discrimination in Employment Act (age discrimination); (5) the Older Workers Benefit Protection Act (age discrimination); (6) the Equal Pay Act (wage discrimination); (7) the Employee Retirement Income Security Act ("ERISA"); (8) Section 503 of the Rehabilitation Act of 1973; (9) the False Claims Act (including the qui tam provision thereof); (10) the Occupational Safety and Health Act; (11) the Consolidated Omnibus Budget Reconciliation Act of 1986; (12) intentional or negligent infliction of emotional distress or "outrage"; (13) defamation; (14) interference with employment and/or contractual relations; (15) wrongful discharge; (16) invasion of privacy; and (17) breach of contract, express or implied (including breach of employment contract), ("Claim" or "Claims"), which Employee now has, owns or holds, or claims to have, own or hold, or which Employee at any time heretofore had, owned or held, or claimed to have, owned or held, against each or any of the Releasees at any time up to and including the date on which Employee signs this Agreement.

13. **Covenant Not To Sue and Indemnification**. Except as prohibited by law, in consideration of the benefits conferred by the Agreement, Employee will not sue any of the Releasees on any of the released Claims or join as a party with others who may sue on any such Claims. Employee hereby agrees to indemnify and hold each and all of the Releasees harmless from and against any and all loss, costs, damages, or expenses, including, without limitation, attorneys' fees incurred by Releasees, or any of them, arising out of any breach of this Agreement by Employee or the fact that any representation made herein by Employee was false when made.

14. **No Claims**. Employee represents that Employee has not filed, or assigned to others the right to file, any complaints, charges or lawsuits against any of the Releasees with any governmental agency or any court, and that Employee will not file, assign to others the right to file, or make any further claims against the Releasees at any time hereafter for actions taken up to and including the date Employee executes this Agreement and General Release. Employee agrees that neither Employee nor any person or organization on Employee's behalf has filed, or assigned others the right to file, nor are there pending, any complaints, charges, or lawsuits against the Releasees with and federal, state or local governmental agency or court.

15. **Age Discrimination In Employment Act**. Employee hereby acknowledges and agrees that this Agreement and the termination of Employee's employment and all actions taken in connection therewith are in compliance with the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA). By executing this Agreement, Employee acknowledges and agrees that (a) Employee understands the terms of this Agreement; (b) Employee is waiving Employee's right to assert claims against Employer and the Releasees under the ADEA; (c) Employee is waiving claims Employee now has or may have against Employer and the Releasees through the date of the execution of this Agreement, but is not waiving rights or claims that may arise after the date this Agreement is executed; (d) Employee is receiving money and/or other valuable consideration to which Employee is not otherwise entitled to receive; (e) Employee has been advised to consult with an attorney prior to executing this Agreement; (f) Employee has had up to forty-five (45) days to consider this Agreement before executing it; and (g) Employee has seven (7) days after executing this Agreement to revoke its acceptance.

16. **No Knowledge of Illegal Activity**. Employee acknowledges that Employee has no knowledge of any actions or inactions by any of the Releasees or by Employee that Employee believes could possibly constitute a basis for a claimed violation of any federal, state, or local law, any common law or any rule promulgated by an administrative body.

17. **No Other Representations**. Employee represents and acknowledges that in executing this Agreement Employee does not rely, and has not relied, upon any representation or statement not set forth herein made by any of the Releasees or by any of the Releasees' agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

18. **Entire Agreement**. This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof, including the Executive Employment Agreement, except to the extent otherwise expressly provided for herein.

19. **Binding Effect; Assignment**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, transferees and permitted assigns. This Agreement shall not be assignable by Employee but shall be freely assignable by Employer.

20. **Knowledgeable Decision By Employee** . Employee represents and warrants that Employee has read all the terms of this Agreement. Employee understands the terms of this Agreement and understands that this Agreement releases forever Employer from any legal action arising from Employee's relationship with Employer as an employee, and the termination of that relationship between Employee and Employer. Employee is signing and delivering this Agreement of Employee's own free will in exchange for the consideration to be given to Employee, which Employee acknowledges and agrees is adequate and satisfactory.

21. **Employee Assistance** . Employee agrees to provide reasonable assistance and cooperation to Employer in connection with any litigation or similar proceeding that may exist or may arise regarding events as to which the Employee has knowledge due to Employee's former employment with Employer. Employer will compensate the Employee for reasonable and requested travel and other expenses incidental to any such request.

22. **Full and Careful Consideration** . Please take this Agreement home and carefully consider all of its provisions before signing it. You may take up to forty-five (45) days after receiving the Agreement to decide whether you want to accept and sign this Agreement. You do not have to take the full forty-five (45) days if you agree to all of the Agreement's terms and wish to sign sooner. Also, if you sign this Agreement, you and Employer will then have an additional seven (7) days after you sign this Agreement in which to revoke it. This Agreement will not be effective or enforceable, nor will any consideration be paid, until after the revocation period has expired. If you choose to revoke this Agreement within seven (7) days of signing, Employer is excused from its obligations under this Agreement. You are free, and encouraged, to discuss the contents and advisability of signing this Agreement with an attorney of your choosing. You are responsible for any costs and fees resulting from your attorney reviewing this Agreement.

23. **Employee Attest** . **YOU ATTEST THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU UNDERSTAND THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS YOU HAVE OR MAY HAVE AGAINST THE EMPLOYER .**

To accept this Agreement, Employee must sign and date below, and return this Agreement to Tyson Foods, Inc., 2200 Don Tyson Parkway, Maildrop CP 428, Springdale, Arkansas 72762-6999, Attn: Senior Vice President – Human Resources within forty-five (45) days after_____.

SIGNATURE LINES INTENTIONALLY PLACED ON THE FOLLOWING PAGE

2/8/10
DATE

/s/ Richard A. Greubel, Jr.
RICHARD A. GREUBEL, JR.

2/8/10
DATE

TYSON FOODS, INC.

By: /s/ Ken Kimbro
Print Name: Ken Kimbro
Title: C HRO

EXECUTIVE EMPLOYMENT AGREEMENT
(PROMOTIONAL)

This Promotional Executive Employment Agreement (the "Agreement"), effective the 3rd day of May, 2007 (the "Effective Date"), by and between Tyson Foods, Inc., a Delaware corporation ("Company"), and any of its subsidiaries and affiliates (hereinafter collectively referred to as "Employer"), and GREUBEL JR, RICHARD A (hereinafter referred to as "Officer").

WITNESSETH:

WHEREAS, Employer is engaged in a very competitive business, where the development and retention of extensive trade secrets and proprietary information is critical to future business success; and

WHEREAS, Officer, by virtue of Officer's employment with Employer, is involved in the development of, and has access to, this critical business information, and, if such information were to get into the hands of competitors of Employer, Officer could do substantial business harm to Employer; and

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

NOW, THEREFORE, Employer and Officer, in consideration of the above and the terms and conditions contained herein, hereby mutually agree as follows:

1. Duties . Officer shall perform the duties of Group VP & International President or shall serve in such other capacity and with such other duties for Employer as Employer shall from time to time prescribe. Officer shall perform all such duties with diligence and thoroughness. Officer shall be subject to and comply with all rules, policies, procedures, supervision and direction of Employer in all matters related to the performance of Officer's duties.

2. Term of Employment . The term of employment hereunder shall be for a period of five (5) years, commencing on the Effective Date and terminating on the fifth anniversary of the Effective Date, unless terminated prior thereto in accordance with the provisions of this Agreement (the period from the Effective Date to the earlier of the fifth anniversary of the Effective Date or any earlier termination of employment is referred to herein as the "Period of Employment"). Notwithstanding the expiration of the Period of Employment, regardless of the reason, and in addition to other obligations that survive the Period of Employment, the obligations of Officer under Sections 8 (b), (c), (d), (e), (f), (g), (h), and (i) shall continue in effect after the Period of Employment for the time periods specified in these sections.

3. Compensation . For the services to be performed hereunder, Officer shall be compensated by Employer during the Period of Employment at the rate of not less than Four hundred thirty thousand dollars and 00/100 (\$ 430,000.00) per year payable in accordance with Employer's payroll practices, and in addition may receive awards under Employer's annual bonus plan then in effect, subject to the discretion of the senior management of Employer. Such compensation will be subject to review from time to time when salaries of other officers and managers of Employer are reviewed for consideration of increases thereof.

4. Participation in Benefit Programs . Officer shall be entitled to participate in any benefit programs generally applicable to officers of Employer adopted by Employer from time to time.

5. Limitation on Outside Activities . Officer shall devote full employment energies, interest, abilities and time to the performance of Officer's obligations hereunder and shall not, without the written consent of the Chief Executive Officer or the General Counsel of the Employer, render to others any service of any kind or engage in any activity which conflicts or interferes with the performance of Officer's duties hereunder.

6. Ownership of Officer's Inventions . All ideas, inventions, and other developments or improvements conceived by Officer, alone or with others, during Officer's Period of Employment, whether or not during working hours, (i) that are within the scope of the business operations of Employer, (ii) that were developed at the direction of the Employer, or (iii) that relate to any of the work or projects of the Employer, are the exclusive property of Employer. Officer agrees to assist Employer, at Employer's expense, to obtain patents on any such patentable ideas, inventions, and other developments, and agrees to execute all documents necessary to obtain such patents in the name of the Employer.

7. Termination .

(a) **Voluntary Termination** . Officer may terminate Officer's employment, including Officer's retirement, where appropriate pursuant to this Agreement at any time by not less than ninety (90) days prior written notice to Employer. Upon receipt of such notice, Employer shall have the right, at its sole discretion, to accelerate Officer's date of termination at any time during said notice period. Officer shall not be entitled to any compensation from Employer for any period beyond Officer's actual date of termination, and Officer's Stock Options, Performance Stock and Deferred Stock Award (each as hereinafter defined) shall be treated as provided in the award agreements pursuant to which such rights were granted. Officer shall not be entitled to a bonus for the fiscal year of the Employer in which such termination occurs.

(b) **Employer Involuntary Termination** . Employer shall be entitled, at its election and with or without cause, to terminate Officer's employment pursuant to this Agreement upon written notice to Officer. Upon a termination by Employer, Employer shall continue to pay Officer at Officer's current salary paid in the manner provided in Section 3 above for a period of eighteen months after the date of termination. In either event, Employer shall treat Officer's Stock Options, Performance Stock and Deferred Stock Award as provided in the award agreements pursuant to which such equity rights were granted. Officer shall not be entitled to any bonus for the fiscal year of the Employer in which such termination by Employer occurs.

The Officer's eligibility to receive benefits under this Section 7(b) shall be conditioned upon (i) the Officer's execution of a General Release and Separation Agreement, and (ii) the General Release and Separation Agreement becoming effective after the lapse of any permitted or required revocation period without the associated revocation rights being exercised by Officer.

(c) **Incapacity** . If Officer is unable to perform Officer's duties pursuant to this Agreement by reason of disability, Employer may terminate Officer's employment pursuant to this Agreement by thirty (30) days written notice to Officer. If Officer is unable to perform Officer's duties pursuant to this Agreement by reason of death, this Agreement shall immediately terminate. Officer's Stock Options, Performance Stock and Deferred Stock Award in the event of a termination under this section shall be treated as provided in the award agreements pursuant to which such equity rights were granted. In the event of Officer's death or disability, Officer, or Officer's estate as applicable, shall receive a prorated bonus for the portion of time worked during the fiscal year of the Employer in which termination under this Section 7 (c) occurs, based upon the bonus received by Officer during the immediately prior fiscal year.

(d) **Temporary Suspension of Payments** . Notwithstanding the foregoing, if the Officer is a "specified employee" within the meaning of Section 409A of the Internal Revenue Code (and the regulations thereunder), to the extent that all or a portion of any payments due under Section 7 of this Agreement (including, without limitation the payment of salary, Stock Options, Performance Stock and Deferred Stock Awards) exceeds the amount, if any, that can be paid as separation pay that does not constitute a deferral of compensation under Section 409A of the Internal Revenue Code (and the regulations thereunder), or that otherwise can be paid without resulting in a failure under Section 409A(a)(1) of the Internal Revenue Code, payment shall be delayed until the later of six (6) months after the termination of employment or the date the payment would otherwise be made under Section 7. Any payments that are so delayed shall be paid in one lump sum upon the date the delayed payments are to be made.

8. **Additional Compensation, Confidential Information, Trade Secrets, Limitations on Solicitation and Non-Compete Clause.**

(a) Officer shall receive, in addition to all regular compensation for services as described in Section 3 of this Agreement, as additional consideration for signing this Agreement and for agreeing to abide and be bound by the terms, provisions and restrictions of this Section 8, the following:

(i) An award of 12,280.4936 shares of Tyson Foods, Inc. Class A Common Stock ("Common Stock") subject to the terms and conditions of a restricted stock grant agreement currently in use by the Employer for awards to officers generally.

(ii) During Officer's Period of Employment on grant dates to be specified by Employer consistent with Employer's past practices for grants of options to Employees generally, a grant of 40,000 options on each such grant date to purchase shares of Common Stock, subject to the terms and conditions of the Tyson Foods, Inc. 2000 Stock Incentive Plan ("Stock Plan"), and the option grant agreement currently in use on the date of grant by the Employer for officers generally.

(iii) On the first business day of each of the Company's 2008, 2009 and 2010 fiscal years, Officer shall receive a performance award payable in shares of Common Stock (referred to herein as "Performance Stock") having an annual maximum aggregate value of \$ 375,000 on the date of the award, subject to the terms and conditions of the Stock Plan and the form of performance award currently in use by the Employer for officers generally. Subject to the satisfaction of the performance criteria set forth in the applicable performance award agreement, the award made in 2008 shall vest two (2) business days after the Company publicly releases its earnings for the 2010 fiscal year, the award made in 2009 shall vest two (2) business days after the Company publicly releases its earnings for the 2011 fiscal year, and the award made in 2010 shall vest two (2) business days after the Company publicly releases its earnings for the 2012 fiscal year.

(b) Officer recognizes that, as a result of Officer's employment hereunder (and Officer's employment, if any, with Employer for periods prior to the Effective Date), Officer has had and will continue to have access to confidential information in multiple forms, electronic or otherwise, such confidential information including but not being limited to trade secrets, proprietary information, intellectual property, and other documents, data, and information concerning methods, processes, controls, techniques, formulas, production, distribution, purchasing, financial analysis, returns and reports (in addition if Officer is involved with marketing, sales or procurement Officer has had and will continue to have access to lists of customers, suppliers, vendors, and accounts, other sensitive information and data regarding the customers, suppliers, vendors, services, sales, pricing, and costs of Employer which are highly confidential and constitute trade secrets or confidential business information) which is the property of and integral to the operations and success of Employer, and therefore agrees to be bound by the provisions of this Section 8, which Officer agrees and acknowledges to be reasonable and necessary to protect legitimate and important business interests and concerns of Employer. Officer acknowledges that the information referred to above has independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Officer further acknowledges that Employer has taken all reasonable steps under the circumstances to maintain the secrecy and/or confidentiality of such information.

(c) Officer agrees that Officer will not divulge to any person, nor use to the detriment of Employer, nor use in any business or process of manufacture competitive with or similar to any business or process of manufacture of Employer, at any time during Period of Employment or thereafter, any of the trade secrets and/or other confidential information of the Employer, whether in electronic form or otherwise, without first obtaining the express written permission of Employer. A trade secret shall include any information maintained as confidential and used by Employer in its business, including but not limited to a formula, pattern, compilation, program, device, method, technique or process that has value, actual or potential, from its confidentiality and from not being readily ascertainable to others who could also obtain value from such information. For purposes of this Section 8, the compilation of information used by Employer in its business shall include, without limitation, the identity of customers and suppliers and information reflecting their interests, preferences, credit-worthiness, likely receptivity to solicitation for participation in various transactions and related information obtained during the course of Officer's employment with Employer.

(d) Officer agrees that at the time of leaving the employ of Employer, Officer will deliver to Employer, and not keep or deliver to anyone else, any and all originals and copies, electronic or hard copy, of notebooks, memoranda, documents, communications, and, in general, any and all materials relating to the business of Employer, or constituting property of the Employer. Officer further agrees that Officer will not, directly or indirectly, request or advise any customers or suppliers of Employer to withdraw, curtail or cancel its business with Employer.

(e) During Officer's Period of Employment with the Employer and for a period of one (1) year after the expiration of the Period of Employment (it is expressly acknowledged that this clause is intended to survive the expiration of the Period of Employment), Officer will not directly or indirectly, in the United States, participate in any Position in any business in Direct Competition with the business of the Employer. The term "Direct Competition," as used in this section, shall mean any business that directly competes against any line of business in which Officer was actively engaged during Officer's employment with Employer. The term "Position," as used in this section, includes a partner, director, holder of more than 5% of the outstanding voting shares, principal, executive, officer, manager or any employment or consulting position with an entity in Direct Competition with Employer, where Officer performs any duties which are substantially similar to those performed by the Officer during Officer's employment with Employer. Officer acknowledges that a "substantially similar" position shall include any position in which Officer might be able to utilize the valuable, proprietary and confidential information to which Officer was exposed during Officer's employment with Employer. 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 Employer 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 Employer, and (ii) by allowing the Officer to escape the application of this clause by accepting a position designated as a "lesser" or "different" position with a competitor, the Employer is unable to restrict the Officer from providing valuable information to such competing entity to the harm of the Employer.

(f) Officer recognizes that Officer possesses confidential information and trade secrets about other employees of Employer relating to their education, experience, skills, abilities, salary and benefits, and interpersonal relationships with customers and suppliers of Employer. Officer recognizes that the information Officer possesses about these other employees is not generally known, is of substantial value to Employer in securing and retaining customers and suppliers, and was acquired by Officer because of Officer's business position with Employer. Officer agrees that during Officer's Period of Employment hereunder, and for a period of three (3) years after the expiration of the Period of Employment (it is expressly acknowledged that this clause is intended to survive, if applicable, the expiration of the Period of Employment), Officer shall not, directly or indirectly, solicit or contact any employee or agent of Employer, with a view to or for the purposes of inducing or encouraging such employee or agent to leave the employ of Employer, for the purpose of being hired by Officer, any employer affiliated with Officer, or any competitor of Employer. Officer agrees that Officer will not convey any such confidential information or trade secrets about other employees to anyone.

(g) Officer acknowledges that the restrictions contained in this Section 8 are reasonable and necessary to protect Employer's interest in this Agreement and that any breach thereof will result in an irreparable injury to Employer for which Employer has no adequate remedy at law. Officer therefore agrees that, in the event Officer breaches any of the provisions contained in this Section 8, Employer shall be authorized and entitled to seek from any court of competent jurisdiction (i) a temporary restraining order, (ii) preliminary and permanent injunctive relief, (iii) an equitable accounting of all profits or benefits arising out of such breach, (iv) direct, incidental and consequential damages arising from such breach; and/or (v) all reasonable legal fees and costs related to any actions taken by Employer to enforce Section 8.

(h) Employer and Officer have attempted to specify a reasonable period of time, a reasonable area and reasonable restrictions to which this Section 8 shall apply. Employer and Officer agree that if a court or administrative body should subsequently determine that the terms of this Section 8 are greater than reasonably necessary to protect Employer's interest, Employer agrees to waive those terms which are found by a court or administrative body to be greater than reasonably necessary to protect Employer's interest and to request that the court or administrative body reform this Agreement specifying a reasonable period of time and such other reasonable restrictions as the court or administrative body deems necessary. Further, Officer agrees that Employer shall have the right to amend or modify this Section 8 as necessary to comport with the determination of any court or administrative body that such Section in this or a similar agreement entered into by Employer with any other officer or manager of Employer is greater than reasonably necessary to protect Employer's interest.

(i) Officer further agrees that this Section 8, as well as the Sections 12 and 13 relating to choice of law and forum for resolution, are integral parts of this Agreement, and that should a court fail or refuse to enforce the restrictions contained herein in the manner expressly provided in Sections 8(a) through 8(g) above, the Employer shall recover from Officer, and the court shall award to the Employer, the consideration (or a pro-rata portion thereof to the extent these provisions are enforced but the time frame is reduced beyond that specified above) provided to and elected by Officer under the terms of Section 8(a) above (or the monetary equivalent thereof), its cost and its reasonable attorney's fees. Officer acknowledges that such award is not intended as "liquidated damages" and is not exclusive to other remedies available to Employer. Instead such award is intended to ensure that Officer is not unjustly enriched as a result of retaining contract benefits not earned by Officer.

9. Termination for Egregious Circumstances. Notwithstanding any other provision of this Agreement, including the terms of Section 7 hereof, Employer may, at its sole and absolute discretion, terminate this Agreement, and Officer's Period of Employment hereunder without any payment, liability or other obligation, in the event, (a) Officer engages in willful misconduct which results in injury to the Employer, or (b) Officer is convicted of a job-related felony or misdemeanor.

10. Modification. Except as otherwise specified in this Section 10, this Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties hereto, except for (i) any pre-employment confidentiality agreement that may exist between the parties, (ii) the stock grant(s) of 43,916.7209 shares granted on September 1, 2006 (respectively) of Common Stock (the "Prior Stock Grant(s)") awarded to Officer under prior restricted stock grant agreement(s) ("Prior Agreement(s)"), which stock grant(s) shall continue and vest pursuant to the terms of the Prior Agreement(s) under which such grant(s) were made; (iii) the performance stock grant(s), IF ANY, of up to 9,445.8438 shares granted on October 2, 2006 (respectively) of Common Stock (the "Prior Performance Stock Grant(s)") awarded to Officer under prior performance stock award agreement(s) ("Prior Performance Agreements"), which performance stock grant(s) shall continue and vest pursuant to the terms of the Prior Performance Agreement(s) under which such grants were made; or (iv) any other agreement or policy specifically referenced herein. The parties agree that the continuation of the Prior Stock Grant(s) and Prior Performance Stock Grants (if any) is additional consideration for the commitments made by Officer in Section 8 of this Agreement. Except for the preservation of the Prior Stock Grant(s) and Prior Performance Stock Grants (if any) as provided in this Section, this Agreement is intended to cancel and supercede the terms of the prior employment agreement between the Officer and the Company dated September 1, 2006. This Agreement cannot be modified except by a writing signed by both parties.

11. Assignment. This Agreement shall be binding upon Officer, Officer's heirs, executors and personal representatives and upon Employer, its successors and assigns. Officer may not assign this Agreement, in whole or in part, without first obtaining the written consent of the Chief Executive Officer of Employer.

12. Applicable Law. Officer acknowledges that this Agreement is performable at various locations throughout the United States and specifically performable wholly or partly within the State of Delaware and consents to the validity, interpretation, performance and enforcement of this Agreement being governed by the internal laws of said State of Delaware, without giving effect to the conflict of laws provisions thereof.

13. Jurisdiction and Venue of Disputes. The courts of Washington County, Arkansas shall have exclusive jurisdiction and be the venue of all disputes between the Employer and Officer, whether such disputes arise from this Agreement or otherwise. In addition, Officer expressly waives any right Officer may have to sue or be sued in the county of Officer's residence and consents to venue in Washington County, Arkansas.

14. Acceleration Upon a Change in Control. Upon the occurrence of a Change in Control (defined below) the restricted Common Stock, stock options, and Performance Stock that have been granted to Officer pursuant to an award agreement from the Employer under Sections 8(a)(i),(ii) and (iii), or which have otherwise been previously granted to Officer under an award agreement from the Employer; and which 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 an award agreement). If the Officer is terminated by the Employer other than for egregious circumstances during such sixty (60) day period, all of the unvested restricted Common Stock, stock options, and Performance Stock granted pursuant to such award agreements will vest on the date of termination. For purposes of this provision, a performance stock award that vests upon a Change of Control will vest at the 100% or mid-level (not the 50% or 150% levels also expressed in the Award). 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 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 Employer 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 Committee (as defined in the Stock Plan) shall have the sole discretion to interpret the foregoing provisions of this paragraph.

15. Severability. If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

OFFICER ACKNOWLEDGES OFFICER HAS COMPLETELY READ THE ABOVE, HAS BEEN ADVISED TO CONSIDER THIS AGREEMENT CAREFULLY, AND HAS BEEN FURTHER ADVISED TO REVIEW IT WITH LEGAL COUNSEL OF OFFICER'S CHOOSING BEFORE SIGNING. OFFICER FURTHER ACKNOWLEDGES OFFICER IS SIGNING THIS AGREEMENT VOLUNTARILY, AND WITHOUT DURESS, COERCION, OR UNDUE INFLUENCE AND THEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN.

/s/ Richard A Greubel, Jr.
(Officer)

Springdale AR World HQ
(Location)

5/3/07
(Date)

Tyson Foods, Inc.
By /s/ Richard Bond
Title President & CEO

SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (this "Agreement") is made and entered into by and between Richard A. Greubel, Jr. , personnel number XXXXXX ("Employee") and Tyson Foods, Inc. ("Employer"), on the 26th day of February, 2010.

STATEMENT OF FACTS

Employee desires to accept the following Agreement, including, without limitation, certain additional consideration from Employer in return for Employee's general release and restrictive covenant acknowledgements set forth below. Employee and Employer, on behalf of itself and its affiliates (collectively, "Tyson"), desire to settle fully and finally all differences and disputes between them, including, but in no way limited to, any differences and disputes that might arise, or have arisen, out of Employee's employment with Employer and the termination of that employment relationship.

STATEMENT OF TERMS

In consideration of the mutual promises herein, it is agreed as follows:

1. **Non-Admission of Liability** . Neither this Agreement nor the offer by Employer to enter into this Agreement shall in any way be construed as an admission by Employer that it has acted wrongfully with respect to Employee or any other person, or that Employee has any rights whatsoever against Tyson. Employer specifically disclaims any liability to or wrongful acts against Employee or any other person, on the part of itself and any of the other Releasees (as defined in Section 11 below).
2. **Termination of Employment** . Employee acknowledges, understands and agrees that Employee's employment with Employer will end on February 28, 2010 (the "Separation Date").
3. **Effective Date** . The effective date of this Agreement shall be the eighth day after Employee signs this Agreement.
4. **Consideration** . In full consideration and as material inducement for Employee's signing of this Agreement, the sufficiency of which is hereby acknowledged, the Employer agrees that:
 - (a) Upon the Separation Date, the Employer agrees to make the following post-employment payments to the Employee:
 - (i) As soon as practical after the Separation Date, Employee shall be entitled to delivery of previously granted shares of Class A Common Stock pursuant to the terms of the Restricted Stock Grants made to the Employee as part of the Executive Employment Agreement, all in accordance with the provisions of Exhibit "B" to the Executive Employment Agreement, less all legally required deductions and tax withholdings, and including any accumulated dividends accruing after the Effective Date of and after any revocation period of this Agreement has expired.
 - (ii) Employee shall be entitled to exercise any outstanding stock option awards previously granted to Employee to the extent vested as of February 28, 2010, all in accordance with the provisions of each specific option grant. Any and all stock option awards, to the extent not vested as of the Separation Date shall be forfeited unless modified herein.
 - (iii) Employee shall be entitled to receive a lump sum payment, less all legally required deductions and tax withholdings, in the amount of Sixty-Nine Thousand Six Hundred Fifteen and No/100 Dollars (\$69,615.00).
5. **Cessation of Authority** . Employee understands and agrees that as of the Separation Date, Employee is no longer authorized to incur any expenses, obligations or liabilities, or to make any commitments on behalf of Employer. Employee agrees to submit to Employer on or before the Separation Date, any and all expenses incurred by Employee through that date and any and all contracts or other obligations entered into by Employee on behalf of Employer.
6. **Return of Company Materials and Property** . Employee understands and agrees that Employee has or will turn over to Employer, on or before the Separation Date, all files, memoranda, records, credit cards, manuals, computer equipment, computer software, pagers, cellular phones, facsimile machines, company vehicles and any other equipment or documents, and all other physical or personal property that Employee received from Employer and/or that Employee used in the course of Employee's employment with Employer and that are the property of Employer.

Employee agrees, represents and acknowledges that as a result of Employee's employment with Employer, Employee has had in Employee's custody, possession and control proprietary documents, data, materials, files and other similar items concerning proprietary information of Tyson. Employee acknowledges, warrants and agrees that Employee has returned all such items and any copies or extras thereof and any other property, files or documents obtained as a result of Employee's employment with Employer, Employee has deleted any such information maintained in electronic form on Employee's personal computer and Employee has held such information in trust and in strict confidence and will continue to do so after termination from Employer, and that Employee has complied and will comply with Tyson's policies regarding proprietary and confidential information.

7. **No Obligation.** Employee agrees and understands that the consideration described above in Section 5 of this Agreement is not required by Employer's policies and procedures absent Employee's execution of this Agreement or by any contracts between Employee and Employer. Employee further agrees and understands that Employee's entitlement to receive the consideration set forth above is conditioned upon Employee's execution of this Agreement and is subject to the further terms and conditions of this Agreement. In addition, Employer will be excused from its obligations under this Agreement if Employee exercises Employee's right to revoke as provided in Sections 14 and 21 below.

8. **Severability.** The provisions of this Agreement are severable, and if any part of it is found by a court to be illegal, invalid or unenforceable, the other paragraphs shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangements contained herein.

9. **Confidentiality and Professionalism.** Employee represents and agrees that Employee will keep the terms, amount, value, and nature of consideration paid to Employee, and the fact this Agreement exists completely confidential, and that Employee will not hereafter disclose any information concerning this Agreement to anyone other than Employee's immediate family and professional representatives who will be informed of and bound by this confidentiality clause. It is the intention of Employer to maintain the terms, amount, value and nature of consideration paid to Employee and the fact of this Agreement completely confidential except to the extent necessary to effectuate the terms and conditions of this Agreement and to the extent Employer deems it necessary in its sole discretion to comply with the law. Employer and Employee mutually agree that the parties hereto will not make or issue, or procure any person, firm or entity to make or issue, any statement in any form concerning Employer, Employee, the parties' employment relationship or the termination of Employee's employment relationship with Employer to any person or entity if such statement is harmful to or disparaging of Tyson or any of its employees, officers, directors, agents or representatives.

10. **Confidential Information, Trade Secrets, Limitations on Solicitations and Non-Compete.** Employee understands, agrees and acknowledges that the restrictions imposed upon the Employee pursuant to the Executive Employment Agreement respecting (a) the disclosure of confidential information and trade secrets; (b) solicitation; and (c) competition and the related enforcement provisions under the Executive Employment Agreement shall remain in full force and effect as provided for therein.

11. **Complete Release.** As a material inducement to the parties to enter into this Agreement, Employee hereby irrevocably and unconditionally releases, acquits and forever discharges the Employer and each of its stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, rights arising out of alleged violations or breaches of any contracts, express or implied, or any tort, or any legal restrictions on Employer's right to terminate employees, or any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (race, color, religion, sex, and national origin discrimination); (2) the Americans with Disabilities Act (disability discrimination); (3) 42 U.S.C. § 1981 (discrimination); (4) the Age Discrimination in Employment Act (age discrimination); (5) the Older Workers Benefit Protection Act (age discrimination); (6) the Equal Pay Act (wage discrimination); (7) the Employee Retirement Income Security Act ("ERISA"); (8) Section 503 of the Rehabilitation Act of 1973; (9) the False Claims Act (including the qui tam provision thereof); (10) the Occupational Safety and Health Act; (11) the Consolidated Omnibus Budget Reconciliation Act of 1986; (12) intentional or negligent infliction of emotional distress or "outrage"; (13) defamation; (14) interference with employment and/or contractual relations; (15) wrongful discharge; (16) invasion of privacy; and (17) breach of contract, express or implied (including breach of employment contract), ("Claim" or "Claims"), which Employee now has, owns or holds, or claims to have, own or hold, or which Employee at any time heretofore had, owned or held, or claimed to have, owned or held, against each or any of the Releasees at any time up to and including the date on which Employee signs this Agreement.

12. **Covenant Not To Sue and Indemnification.** Except as prohibited by law, in consideration of the benefits conferred by the Agreement, Employee will not sue any of the Releasees on any of the released Claims or join as a party with others who may sue on any such Claims. Employee hereby agrees to indemnify and hold each and all of the Releasees harmless from and against any and all loss, costs, damages, or expenses, including, without limitation, attorneys' fees incurred by Releasees, or any of them, arising out of any breach of this Agreement by Employee or the fact that any representation made herein by Employee was false when made.

13. **No Claims**. Employee represents that Employee has not filed, or assigned to others the right to file, any complaints, charges or lawsuits against any of the Releasees with any governmental agency or any court, and that Employee will not file, assign to others the right to file, or make any further claims against the Releasees at any time hereafter for actions taken up to and including the date Employee executes this Agreement and General Release. Employee agrees that neither Employee nor any person or organization on Employee's behalf has filed, or assigned others the right to file, nor are there pending, any complaints, charges, or lawsuits against the Releasees with and federal, state or local governmental agency or court.

14. **Age Discrimination In Employment Act**. Employee hereby acknowledges and agrees that this Agreement and the termination of Employee's employment and all actions taken in connection therewith are in compliance with the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA). By executing this Agreement, Employee acknowledges and agrees that (a) Employee understands the terms of this Agreement; (b) Employee is waiving Employee's right to assert claims against Employer and the Releasees under the ADEA; (c) Employee is waiving claims Employee now has or may have against Employer and the Releasees through the date of the execution of this Agreement, but is not waiving rights or claims that may arise after the date this Agreement is executed; (d) Employee is receiving money and/or other valuable consideration to which Employee is not otherwise entitled to receive; (e) Employee has been advised to consult with an attorney prior to executing this Agreement; (f) Employee has had up to forty-five (45) days to consider this Agreement before executing it; and (g) Employee has seven (7) days after executing this Agreement to revoke its acceptance.

15. **No Knowledge of Illegal Activity**. Employee acknowledges that Employee has no knowledge of any actions or inactions by any of the Releasees or by Employee that Employee believes could possibly constitute a basis for a claimed violation of any federal, state, or local law, any common law or any rule promulgated by an administrative body.

16. **No Other Representations**. Employee represents and acknowledges that in executing this Agreement Employee does not rely, and has not relied, upon any representation or statement not set forth herein made by any of the Releasees or by any of the Releasees' agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

17. **Entire Agreement**. This Agreement sets forth the entire agreement between the parties hereto, and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof, including the Employment Agreement, except to the extent otherwise expressly provided for herein.

18. **Binding Effect; Assignment**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, transferees and permitted assigns. This Agreement shall not be assignable by Employee but shall be freely assignable by Employer.

19. **Knowledgeable Decision By Employee**. Employee represents and warrants that Employee has read all the terms of this Agreement. Employee understands the terms of this Agreement and understands that this Agreement releases forever Employer from any legal action arising from Employee's relationship with Employer as an employee, and the termination of that relationship between Employee and Employer. Employee is signing and delivering this Agreement of Employee's own free will in exchange for the consideration to be given to Employee, which Employee acknowledges and agrees is adequate and satisfactory.

20. **Employee Assistance**. Employee agrees to provide reasonable assistance and cooperation to Employer in connection with any litigation or similar proceeding that may exist or may arise regarding events as to which the Employee has knowledge due to Employee's former employment with Employer. Employer will compensate the Employee for reasonable and requested travel and other expenses incidental to any such request.

21. **Full and Careful Consideration**. Please take this Agreement home and carefully consider all of its provisions before signing it. You may take up to forty-five (45) days after receiving the Agreement to decide whether you want to accept and sign this Agreement. You do not have to take the full forty-five (45) days if you agree to all of the Agreement's terms and wish to sign sooner. Also, if you sign this Agreement, you and Employer will then have an additional seven (7) days after you sign this Agreement in which to revoke it. This Agreement will not be effective or enforceable, nor will any consideration be paid, until after the revocation period has expired. If you choose to revoke this Agreement within seven (7) days of signing, Employer is excused from its obligations under this Agreement. You are free, and encouraged, to discuss the contents and advisability of signing this Agreement with an attorney of your choosing. You are responsible for any costs and fees resulting from your attorney reviewing this Agreement.

22. **Employee Attest.** YOU ATTEST THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU UNDERSTAND THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS YOU HAVE OR MAY HAVE AGAINST THE EMPLOYER.

To accept this Agreement, Employee must sign and date below, and return this Agreement to Tyson Foods, Inc., 2200 Don Tyson Parkway, Maildrop CP 428, Springdale, Arkansas 72762-6999, Attn: Senior Vice President – Human Resources within forty-five (45) days after _____.

2/26/10
DATE

/s/ Richard A. Greubel, Jr.
RICHARD A. GREUBEL, JR.

2/26/10
DATE

TYSON FOODS, INC.

By: /s/ David L. Van Bebber
Print Name: David L. Van Bebber
Title: EVP & GC

Computation of Ratio of Earnings to Fixed Charges

(dollars in millions)

	Fiscal Years					
	Six Months Ending April 3, 2010	2009	2008	2007	2006	2005
Earnings:						
Income (loss) from continuing operations before income taxes	\$ 485	\$ (543)	\$ 154	\$ 410	\$ (268)	\$ 441
Add: Fixed charges	217	388	272	278	325	277
Add: Amortization of capitalized interest	2	4	4	3	3	2
Less: Capitalized interest	(6)	(3)	(3)	(2)	(8)	(6)
Total adjusted earnings	698	(154)	427	689	52	714
Fixed Charges:						
Interest	157	289	212	228	263	226
Capitalized interest	6	3	3	2	8	6
Amortization of debt discount expense	23	38	3	4	5	6
Rentals at computed interest factor (1)	31	58	54	44	49	39
Total fixed charges	\$ 217	\$ 388	\$ 272	\$ 278	\$ 325	\$ 277
Ratio of Earnings to Fixed Charges	3.22	-	1.57	2.48	-	2.58
Insufficient Coverage	\$ -	\$ 542	\$ -	\$ -	\$ 273	\$ -

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

CERTIFICATIONS

I, Donnie Smith, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Tyson Foods, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 10, 2010

/s/ Donnie Smith

Donnie Smith

President and Chief Executive Officer

CERTIFICATIONS

I, Dennis Leatherby, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Tyson Foods, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 10, 2010

/s/ Dennis Leatherby

Dennis Leatherby
Executive Vice President and Chief Financial Officer

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Quarterly Report of Tyson Foods, Inc. (the Company) on Form 10-Q for the period ending April 3, 2010, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Donnie Smith, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Donnie Smith
Donnie Smith
President and Chief Executive Officer

May 10, 2010

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Quarterly Report of Tyson Foods, Inc. (the Company) on Form 10-Q for the period ending April 3, 2010, as filed with the Securities and Exchange Commission on the date hereof (the Report), I, Dennis Leatherby, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Dennis Leatherby
Dennis Leatherby
Executive Vice President and Chief Financial Officer

May 10, 2010