

# TYSON FOODS INC

## FORM 8-K (Current report filing)

Filed 07/31/06 for the Period Ending 07/31/06

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

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

**FORM 8-K**

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

**Date of Report (Date of Earliest Event Reported): July 27, 2006**

**Tyson Foods, Inc.**

**(Exact name of Registrant as specified in its charter)**

**Delaware**

**(State of incorporation or organization)**

**001-14704**

**(Commission File Number)**

**71-0225165**

**(IRS Employer Identification No.)**

**2210 West Oaklawn Drive, Springdale, AR 72762-6999**

**(479) 290-4000**

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

**Not applicable**

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

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

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

On July 27, 2006, Tyson Foods, Inc. (the “Company”) entered into a third amendment (the “Credit Amendment”) to its Five-Year Credit Agreement, dated as of September 28, 2005, as previously amended (the “Revolving Credit Facility”), with the Company, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, Merrill Lynch Bank USA, as syndication agent, Suntrust Bank, Cooperatieve Centrale Raiffeisenboerenleenbank B.A. “Rabobank International”, New York Branch and BNP Paribas, as documentation agents, and CoBank, ACB and U.S. AGBank, FCB, as co-documentation agents. Also on July 27, 2006, Lakeside Farm Industries, Ltd., an Alberta corporation and wholly-owned indirect subsidiary of the Company (“Lakeside”), entered into a third amendment (the “Term Loan Amendment”) to its Three-Year Term Loan Agreement dated as of September 28, 2005, as previously amended (the “Term Loan”), with Lakeside, as borrower, the Company and Tyson Fresh Meats, Inc., as guarantors, JPMorgan Chase Bank, N.A., Toronto Branch, as administrative agent, Merrill Lynch Capital Canada Inc., as syndication agent, and Rabobank Nederland Canadian Branch and BNP Paribas (Canada), as documentation agents.

Pursuant to the Credit Amendment and the Term Loan Amendment (collectively, the “Amendments”), the Company’s Leverage Ratio requirements were amended to provide that the Company shall not permit such ratio to exceed the levels set forth below at any time during any of the periods set forth:

<u>Period</u>	<u>Ratio</u>
Four fiscal quarters ending on the last day of the second quarter of fiscal year 2007	4.75:1.00
Four fiscal quarters ending on the last day of the third quarter of fiscal year 2007	4.50:1.00
Four fiscal quarters ending on the last day of the fourth quarter of fiscal year 2007	4.00:1.00
Fiscal Year 2008	3.75:1.00
Fiscal Year 2009 and thereafter	3.25:1.00

The Amendments also modified the Company’s ratio of Consolidated EBITDA to Consolidated Interest Expense providing that such ratio for any period of four consecutive fiscal quarters may not exceed the ratios set forth below at any time during any of the periods set forth:

<u>Period</u>	<u>Ratio</u>
Third Quarter of Fiscal Year 2006 through First Quarter of Fiscal Year 2007	2.00:1.00
Second Quarter of Fiscal Year 2007	2.50:1.00
Each Quarter thereafter	3.00:1.00

In addition, the Amendments set forth certain new financial covenants. The new covenants provide that the Company may not permit consolidated EBITDA (as adjusted for certain non-cash charges and extraordinary gains and losses) for any period of four consecutive fiscal quarters ending with any fiscal quarter referred to below to be less than the amount set forth below with respect to such quarter:

Third Quarter of Fiscal Year 2006	\$625,000,000
Fourth Quarter of Fiscal Year 2006	\$490,000,000
First Quarter of Fiscal Year 2007	\$550,000,000

The new covenants also limit availability under the Revolving Credit Facility and the Term Loan, prior to the date the Company demonstrates certain covenant compliance for second quarter of 2007, to 50% of the Company’s consolidated inventories less the amounts outstanding under Term Loan Facility. The Amendments also provide that if the Company’s senior unsecured debt is rated either Ba1 by Moody’s and BB+ by Standard & Poor’s or Ba2 or lower by Moody’s or BB or lower by Standard & Poor’s then certain subsidiaries of the Company will be required to execute agreements guaranteeing the obligations of the Company

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and Lakeside under their respective agreements. This condition will be automatically removed when (a) the Company demonstrates certain covenant compliance for second quarter of 2007 and (b) either Moody's or Standard & Poor's raises the Company's unsecured debt rating to Baa3/BBB- and the lower of the two ratings is not lower than Ba1/BB+.

Copies of the Credit Amendment and the Term Loan Amendment are filed as Exhibit 10.1 and Exhibit 10.2, respectively, hereto and both amendments are incorporated by reference herein. The description of the Amendments is qualified in its entirety by reference to the full text of the Amendments. Terms not otherwise defined herein have the same definition as provided in the Revolving Credit Facility and the Term Loan.

## **Item 2.02 Results of Operations and Financial Condition**

On July 31, 2006, the Company issued a press release announcing its unaudited results of operations for the third quarter ending July 1, 2006. In addition, the Company announced it has initiated a review of its tax account balances due to differences in deferred tax liabilities related to temporary book to tax basis differences on certain lease agreements. The press release is furnished herewith as Exhibit 99.1 and incorporated by reference herein.

The Company's press release regarding its third quarter results and conference call relating thereto includes certain non-GAAP financial measures. A "non-GAAP financial measure" is defined as a numerical measure of a company's financial performance, financial position or cash flows that excludes (or includes) amounts that are included in (or excluded from) the most directly comparable measure calculated and presented in accordance with GAAP in the Company's financial statements.

Non-GAAP financial measures utilized by the Company include presentations of earnings per share and other GAAP measures of operating performance that exclude or include the effect of the closings of selected operations, dispositions of assets or investments, BSE-related charges, litigation settlements, natural disaster related charges, non-recurring income tax adjustments and other similar events. The Company's management believes these non-GAAP financial measures provide useful information to investors by removing the effect of variances in GAAP reported results of operations that are not indicative of fundamental changes in the earnings capacity of the Company's operations. Management also believes that the presentation of the non-GAAP financial measure is consistent with its past practice, as well as industry practice in general, and will enable investors and analysts to compare current non-GAAP measures with non-GAAP measures presented in prior periods. The non-GAAP financial measures used by the Company should not be considered in isolation or as a substitute for measures of performance prepared in accordance with GAAP.

### *Limitation on Incorporation by Reference*

In accordance with general instruction B.2 of Form 8-K, the information in this report, including exhibits, is furnished pursuant to Items 2.02 and 9.01 and shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, or otherwise subject to the liability of that section.

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

(c) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment No. 3, dated as of July 27, 2006, to the Company's Five-Year Revolving Credit Agreement, dated as of September 28, 2005, as amended, with the Company, as borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, Merrill Lynch Bank USA, as Syndication Agent, SunTrust Bank, Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A. "Rabobank International", New York Branch and BNP Paribas, as Documentation Agents, and CoBank, ACB and U.S. AgBank, FCB, as Co-Documentation Agents.
10.2	Amendment No. 3, dated as of July 27, 2006, to the Company's Three-Year Term Loan Agreement, dated as of September 28, 2005, as amended, with Lakeside, as borrower, the Company, as guarantor, JPMorgan Chase Bank, N.A., Toronto Branch, as Administrative Agent, Merrill Lynch Capital Canada Inc., as Syndication Agent, and Rabobank Nederland Canadian Branch and BNP Paribas (Canada), as Documentation Agents.
99.1	Press Release, dated July 31, 2006, announcing the unaudited results of operations of Tyson Foods, Inc. for its third quarter ended July 1, 2006.

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**SIGNATURE**

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

TYSON FOODS, INC.

Date: July 31, 2006

By: /s/ Wade Miquelon

Name: Wade Miquelon

Title: Executive Vice President and  
Chief Financial Officer

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Tyson Foods, Inc.  
Current Report On Form 8-K  
Dated July 31, 2006

**EXHIBIT INDEX**

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99.1	Press Release, dated July 31, 2006, announcing the unaudited results of operations of Tyson Foods, Inc. for its third quarter ended July 1, 2006.

AMENDMENT NO. 3 dated as of July 27, 2006 (this “ Amendment ”) to the Five-Year Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “ Credit Agreement ”) dated as of September 28, 2005, among TYSON FOODS, INC., a Delaware corporation (the “ Borrower ”); the LENDERS party thereto; JPMORGAN CHASE BANK, N.A., as administrative agent (the “ Administrative Agent ”); MERRILL LYNCH BANK USA, as syndication agent; SUNTRUST BANK, COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. “RABOBANK INTERNATIONAL”, NEW YORK BRANCH and BNP PARIBAS, as documentation agents; and COBANK, ACB and U.S. AGBANK, FCB, as co-documentation agents.

A. Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Credit Agreement.

B. The Borrower has requested that the Lenders (i) amend certain provisions of, and (ii) waive certain Events of Default under, the Credit Agreement. The Majority Lenders are willing to agree to such amendments and waiver on the terms and subject to the conditions set forth herein.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendments.

(a) Section 1.01 of the Credit Agreement is hereby amended by adding the following definitions in the appropriate order:

““ *Adjusted Inventory Amount* ” means, at any time, (a) an amount equal to 50% of the consolidated inventory of the Borrower and its Subsidiaries as of the fiscal quarter end occurring at or most recently prior to such time, minus (b) the aggregate amount of the Indebtedness of Lakeside Farm Industries, Ltd. outstanding under the Three-Year Term Loan Agreement.

““ *Compliance Date* ” means the date on which (a) the Borrower shall have delivered to the Administrative Agent the financial statements referred to in Section 6.09(a) as of the end of and for the second quarter of its fiscal year ending in 2007 together with the certificate of its Chief Financial Officer or Treasurer referred to in Section 6.09(c) demonstrating compliance with Sections 7.13 and 7.14 and (b) no Default shall have occurred and be continuing.

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“ *Designated Subsidiary* ” means each of Tyson Chicken, Inc., Tyson Poultry, Inc., and Tyson Farms, Inc., all wholly owned Subsidiaries of the Borrower, and their respective successors.

“ *Designated Subsidiary Guarantee Agreement* ” means a Designated Subsidiary Guarantee Agreement, together with the Indemnity, Contribution and Subrogation Agreement attached thereto, in the form attached as Annex I to Amendment No. 3 to this Agreement.

“ *Domestic Subsidiary* ” means any Subsidiary that is organized under the laws of the United States of America or any state thereof or the District of Columbia.

“ *Index Rating* ” means, as to either Moody’s or S&P, the rating of such rating agency at the time in effect for the credit facility established by this Agreement or, if no such rating shall be in effect, the rating of such rating agency at the time in effect for the Borrower’s senior, unsecured, non-credit enhanced long-term Indebtedness for borrowed money.”

(b) The definition of “ *Loan Documents* ” is hereby amended by inserting immediately after the words “means this Agreement,” the following:

“any Designated Subsidiary Guarantee Agreement that has been executed by and that is in effect with respect to any Subsidiary,”.

(c) The definition of “ *Loan Parties* ” is hereby amended by inserting immediately after the word “the Borrower”:

“, any Subsidiary that is obligated under an effective Designated Subsidiary Guarantee Agreement and”.

(d) The first sentence of Section 2.01 of the Credit Agreement is hereby amended to read as follows:

“Each Lender severally agrees, on the terms and subject to the conditions hereinafter set forth, to make Committed Loans to the Borrower (each such Loan, a “ *Committed Loan* ”) from time to time on any Business Day during the period from the Effective Date to the Maturity Date, in an aggregate principal amount at any time outstanding that will not result in the sum of (a) the aggregate principal amount of all outstanding Bid Loans made by all Lenders *plus* (b) the Aggregate Committed Credit Exposure exceeding (i) the Aggregate Commitments or (ii) in the case of any Committed Loan made prior to the Compliance Date, the Adjusted Inventory Amount.”

(e) Section 6.09(c) of the Credit Agreement is hereby amended by inserting immediately after the words “Section 7.13 and 7.14” the following:

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“(and, in the case of any certificate delivered prior to the Compliance Date, Section 7.15 and 7.16)”.

(f) Article VI of the Credit Agreement is hereby amended by adding the following new Section:

“SECTION 6.13. Designated Subsidiary Guarantees. (a) In the event that at any time prior to the Compliance Date any of the following circumstances shall exist: (i) the Index Ratings of Moody’s and S&P shall be Ba1 and BB+, respectively, (ii) the Index Rating of Moody’s shall be below Ba1, (iii) the Index Rating of S&P shall be below BB+ or (iv) either of Moody’s or S&P shall not have an Index Rating in effect, then the Borrower shall (A) within three Business Days, cause each Designated Subsidiary to execute and deliver to the Administrative Agent a Designated Subsidiary Guarantee Agreement and (B) promptly deliver to the Administrative Agent a legal opinion in form and substance and from counsel reasonably acceptable to the Administrative Agent as to the existence and good standing of each such Designated Subsidiary, the power and authority of each such Designated Subsidiary to enter into and perform its obligations under such Designated Subsidiary Guarantee Agreement and such other matters as the Administrative Agent shall reasonably request, as well as such organizational documents, resolutions and other evidence of such power and authority as the Administrative Agent shall reasonably request.

(b) If a Designated Subsidiary shall have executed and delivered a Designated Subsidiary Guarantee Agreement, the guarantee thereunder will be automatically released at such time as each of the following conditions shall be satisfied: (i) the Compliance Date shall have occurred, (ii) the Index Ratings of Moody’s and S&P shall be at least (A) Baa3 and BB+, respectively, or (B) Ba1 and BBB-, respectively, in each case with at least stable outlook, and (iii) no Default shall have occurred and be continuing.”

(g) Section 7.05 of the Credit Agreement is hereby amended by inserting the following new sentence at the end thereof:

“Notwithstanding the foregoing provisions of this Section or any other provisions of this Agreement, from the date on which any of the circumstances set forth in Section 6.13(a)(i), (ii), (iii) or (iv) shall exist and until such date as each of the conditions set forth in Section 6.13(b)(i), (ii) and (iii) shall have been satisfied, neither TFM nor any Designated Subsidiary shall (i) merge or consolidate with, or liquidate into, or transfer any material portion of its assets to, the Borrower or TFM without the prior written consent of the Majority Lenders, except that any Subsidiary may pay cash dividends to the holders of its equity interests or (ii) transfer any material portion of its operating assets to any Subsidiary other than TFM or any other Designated Subsidiary unless prior to such transfer such transferee Subsidiary (A) executes and delivers to the

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Administrative Agent a Designated Subsidiary Guarantee Agreement and (B) delivers to the Administrative Agent a legal opinion in form and substance and from counsel reasonably acceptable to the Administrative Agent as to the existence and good standing of such transferee Subsidiary, the power and authority of such transferee Subsidiary to enter into and perform its obligations under such Designated Subsidiary Guarantee Agreement and such other matters as the Administrative Agent shall reasonably request, as well as such organizational documents, resolutions and other evidence of such power and authority as the Administrative Agent shall reasonably request.”

(h) Section 7.09(b) of the Credit Agreement is hereby amended by inserting the following immediately before the semicolon preceding the proviso:

“, or that restricts the ability of any Domestic Subsidiary to guarantee the Obligations”

(i) Section 7.13 of the Credit Agreement is hereby amended to read in its entirety as follows:

“SECTION 7.13. *Leverage Ratio* . The Borrower shall not permit the Leverage Ratio at any time during any of the periods set forth below to exceed the ratio set forth below opposite such period:

<u>Period</u>	<u>Ratio</u>
Second Quarter of Fiscal Year 2007	4.75:1.00
Third Quarter of Fiscal Year 2007	4.50:1.00
Fourth Quarter of Fiscal Year 2007	4.00:1.00
Fiscal Year 2008	3.75:1.00
Fiscal Year 2009 and thereafter	3.25:1.00”

(j) Section 7.14 of the Credit Agreement is hereby amended to read in its entirety as follows:

SECTION 7.14. *Interest Expense Coverage Ratio* . The Borrower shall not permit the ratio of Consolidated EBITDA to Consolidated Interest Expense for any period of four consecutive fiscal quarters ending with any fiscal quarter referred to below to be less the ratio set forth below with respect to such fiscal quarter:

<u>Fiscal Quarter</u>	<u>Ratio</u>
Third Quarter of Fiscal Year 2006 Through First Quarter of Fiscal Year 2007	2.00:1.00
Second Quarter of Fiscal Year 2007	2.50:1.00

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Each Quarter thereafter 3.00:1.00”

(k) Article VII of the Credit Agreement is hereby amended by adding the following new Sections:

“SECTION 7.15. *Minimum Consolidated EBITDA* . The Borrower shall not permit Consolidated EBITDA for any period of four consecutive fiscal quarters ending with any fiscal quarter referred to below to be less than the amount set forth below with respect to such quarter:

Third Quarter of Fiscal Year 2006	\$625,000,000
Fourth Quarter of Fiscal Year 2006	\$490,000,000
First Quarter of Fiscal Year 2007	\$550,000,000”

SECTION 7.16. *Asset Coverage Test* . The Borrower shall not, prior to the Compliance Date, permit (a) the sum of the Aggregate Committed Credit Exposure and the aggregate principal amount of the outstanding Bid Loans at any time to be greater than (b) the Adjusted Inventory Amount at such time.

SECTION 7.17. *Amendment of Receivables Facility* . The Borrower shall not amend the Receivables Facility or any agreement, instrument or document related thereto (a) to add any provision that would cause or permit the purchasers or their representative to cause the cessation of purchases of accounts receivable thereunder or (b) to modify any such existing provision in a manner adverse to the Borrower.”

SECTION 2. Waiver. The undersigned Lender hereby waives any Event of Default under Section 7.13 or 7.14 of the Credit Agreement with respect to the most recent fiscal quarter for which financial statements are required to be delivered pursuant to Section 6.09(a) of the Credit Agreement, which Event of Default would not have occurred under such sections as proposed to be amended hereby.

SECTION 3. Representations and Warranties. The Borrower represents and warrants to each of the Lenders and the Administrative Agent that, after giving effect to this Amendment:

(a) the representations and warranties set forth in Article IV of the Credit Agreement are true and correct in all material respects with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date;

(b) the Borrower is in compliance with the covenants set forth in Article VI and Article VII of the Credit Agreement as of the date hereof; and

(c) no Default has occurred and is continuing.

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SECTION 4. Effectiveness. This Amendment shall become effective on the date (the “ Effective Date ”) on which the following conditions shall be satisfied:

(a) The Administrative Agent shall have received duly executed counterparts hereof which, when taken together, bear the authorized signatures of the Borrower, the Administrative Agent and the Majority Lenders.

(b) The Administrative Agent shall have received a favorable written opinion of counsel for the Borrower covering such matters relating to this Amendment as the Administrative Agent or the Majority Lenders shall reasonably request. Such opinion shall be addressed to the Administrative Agent and the Lenders and shall be dated the Effective Date. The Borrower hereby requests such counsel to deliver such opinion.

(c) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of the Borrower, the authorization of this Amendment and any other legal matters relating to this Amendment, all in a form and substance satisfactory to the Administrative Agent and its counsel.

(d) The Borrower shall have received all consents required under the Receivables Facility in connection with the amendments effected hereby.

(e) The Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Effective Date, including the Amendment Fee referred to in Section 5 below and, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Credit Agreement, any prior Amendment to the Credit Agreement or this Amendment.

SECTION 5. Amendment Fee. The Borrower agrees to pay on the Effective Date to the Administrative Agent, for the account of each Lender that executes and delivers this Amendment at or prior to 3:00 p.m., New York City time, on July 27, 2006 (the “ Signing Date ”), an amendment fee (the “ Amendment Fee ”) in an amount equal to 0.150% of the Commitment of such Lender, whether used or unused, on the Signing Date. All fees shall be payable in immediately available funds and shall not be refundable.

SECTION 6. Effect of Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent, the Lenders, the Syndication Agent, the Documentation Agent or the Co-Documentation Agents under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements

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contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. This Amendment shall apply and be effective only with respect to the provisions of the Credit Agreement specifically referred to herein. Each of this Amendment and the Designated Subsidiary Guarantee Agreement delivered pursuant to Section 6.13(b) shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents. As used therein, the terms "Agreement", "herein", "hereunder", "hereto", "hereof" and words of similar import shall, unless the context otherwise requires, refer to the Credit Agreement as modified hereby.

**SECTION 7. Applicable Law. THIS AMENDMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF SAID STATE WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.**

SECTION 8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract. Delivery of an executed counterpart of a signature page of this Amendment by telecopy shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 9. Headings. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

[signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the date first above written.

TYSON FOODS, INC.,

by

/s/ Dennis Leatherby

Name: Dennis Leatherby

Title: SVP Finance & Treasurer

JPMORGAN CHASE BANK, N.A., individually and as Administrative Agent,

by

/s/ Randolph Cates

Name: Randolph Cates

Title: Vice President

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LENDER: AGFIRST FARM CREDIT BANK, as Voting Participant

by:

/s/ Steven J. O'Shea

Name: Steven J. O'Shea

Title: Vice President

by:

Name:

Title:

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LENDER: AGSTAR FINANCIAL SERVICES, FLCA

by:

/s/ Troy Mostaert

Name: Troy Mostaert

Title: Vice President

by:

Name:

Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO THE TYSON FOODS, INC. FIVE-YEAR CREDIT AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: Bank of America, N.A.

by:

/s/ William F. Sweeney

Name: William F. Sweeney

Title: Senior Vice President

by:

Name:

Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO THE TYSON FOODS, INC. FIVE-YEAR CREDIT AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: Bank of China, New York Branch

by:

/s/ William W. Smith

Name: William W. Smith

Title: Deputy General Manager

by:

Name:

Title:

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LENDER: Bank of Communications Co., Ltd., New York Branch

by:

/s/ Shelley He

Name: Shelley He

Title: General Deputy Manager

by:

Name:

Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO THE TYSON FOODS, INC. FIVE-YEAR CREDIT AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: Bank of Hapoalim, B.M.

by:

/s/ James P. Surless

Name: James P. Surless

Title: Vice President

by:

/s/ Charles McLaughlin

Name: Charles McLaughlin

Title: Senior Vice President

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO THE TYSON FOODS, INC. FIVE-YEAR CREDIT AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: The Bank of Nova Scotia

by:

/s/ Dana Maloney

Name: Dana Maloney

Title: Managing Director

by:

Name:

Title:

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LENDER: The Bank of Tokyo-Mitsubishi UFJ, Ltd.

by:

/s/ D. Barnell

Name: D. Barnell

Title: V.P. & Manger

by:

Name:

Title:

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LENDER: BARCLAYS BANK PLC

by:

/s/ David Barton

Name: David Barton

Title: Associate Director

by:

Name:

Title:

---

LENDER: BNP Paribas

by:

/s/ Richard Broeren

Name: Richard Broeren

Title: Managing Director

by:

/s/ Gaye Plunkett

Name: Gaye Plunkett

Title: Vice President

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO THE TYSON FOODS, INC. FIVE-YEAR CREDIT AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: Citibank, N.A.

by:

/s/ Christopher Snider

Name: Christopher Snider

Title: Vice President

by:

Name:

Title:

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LENDER: CoBANK, ACB

by:

/s/ Jim Stutzman

Name: Jim Stutzman

Title: Vice President

by:

Name:

Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO THE TYSON FOODS, INC. FIVE-YEAR CREDIT AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.  
"RABOBANK INTERNATIONAL", NEW YORK BRANCH

by:

/s/ Richard J. Beard  
Name: Richard J. Beard  
Title: Executive Director

by:

/s/ Rebecca Morrow  
Name: Rebecca Morrow  
Title: Executive Director

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO THE TYSON FOODS, INC. FIVE-YEAR CREDIT AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: E.Sun Commercial Bank, Ltd., Los Angeles Branch

by:

/s/ Benjamin Lin

Name: Benjamin Lin

Title: EVP & General Manager

by:

Name:

Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO THE TYSON FOODS, INC. FIVE-YEAR CREDIT AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: FARM CREDIT BANK OF TEXAS, as Voting Participant of CoBank, ACB

by:

/s/ Luis Requejo

Name: Luis Requejo

Title: Vice President

by:

Name:

Title:

---

LENDER: The Governor and Company of the Bank of Ireland

by:

/s/ Noelle McGrath

Name: Noelle McGrath

Title: Authorized Signatory

by:

/s/ Carla Ryan

Name: Carla Ryan

Title: Authorized Signatory

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LENDER: Greenstone Farm Credit Services, FLCA

by:

/s/ Jeff Pavlik

Name: Jeff Pavlik

Title: AVP – Capital Markets

by:

Name:

Title:

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LENDER: HSBC Bank USA, National Association

by:

/s/ Robert J. Devir

Name: Robert J. Devir

Title: Senior Vice President

by:

Name:

Title:

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LENDER: ING CAPITAL, LLC

by:

/s/ Daniel W. Lamprecht

Name: Daniel W. Lamprecht

Title: Managing Director

by:

Name:

Title:

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LENDER: MERRILL LYNCH BANK USA

by:

/s/ Louis Alder

Name: Louis Alder

Title: Director

by:

Name:

Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO THE TYSON FOODS, INC. FIVE-YEAR CREDIT AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: Mizuho Corporate Bank, Ltd.

by:

/s/ Takahiko Ueda

Name: Takahiko Ueda

Title: Deputy General Manager

by:

Name:

Title:

---

LENDER: MORGAN STANLEY BANK

by:

/s/ Daniel Twenge

Name: Daniel Twenge

Title: Authorized Signatory

by:

Name:

Title:

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LENDER: Morgan Stanley Senior Funding, Inc.

by:

/s/ Eugene F. Martin

Name: Eugene F. Martin

Title: Vice President

by:

Name:

Title:

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LENDER: Sumitomo Mitsui Banking Corporation

by:

/s/ David A. Buck

Name: David A. Buck

Title: Senior Vice President

by:

Name:

Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO THE TYSON FOODS, INC. FIVE-YEAR CREDIT AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: SunTrust Bank

by:

/s/ Susan M. Hall

Name: Susan M. Hall

Title: Managing Director

by:

Name:

Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO THE TYSON FOODS, INC. FIVE-YEAR CREDIT AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: U.S. AGBANK, FCB

by:

/s/ Patrick Zeka

Name: Patrick Zeka

Title: Vice President

by:

Name:

Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO THE TYSON FOODS, INC. FIVE-YEAR CREDIT AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: U.S. Bank National Association

by:

/s/ Travis Vogler

Name: Travis Vogler

Title: Corporate Banking Officer

by:

Name:

Title:

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Wachovia Bank, National Association

by:

/s/ Beth Rue

Name: Beth Rue

Title: Vice President

by:

Name:

Title:

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LENDER: FARM CREDIT SERVICES OF MISSOURI, PCA

by:

/s/ Lee Fuchs

Name: Lee Fuchs

Title: Vice President

by:

Name:

Title:

AMENDMENT NO. 3 dated as of July 27, 2006 (this “ Amendment ”) to the Three-Year Term Loan Agreement (as amended, supplemented or otherwise modified from time to time, the “ Term Loan Agreement ”) dated as of September 28, 2005, among LAKESIDE FARM INDUSTRIES LTD., an Alberta corporation (the “ Borrower ”); TYSON FOODS, INC., a Delaware corporation (the “ Guarantor ”); the LENDERS party thereto; JPMORGAN CHASE BANK, N.A., TORONTO BRANCH; as administrative agent (the “ Administrative Agent ”); MERRILL LYNCH CAPITAL CANADA INC., as syndication agent; and RABOBANK NEDERLAND CANADIAN BRANCH and BNP PARIBAS (CANADA), as documentation agents.

A. Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Term Loan Agreement.

B. Each of the Guarantor and the Borrower has requested that the Lenders (i) amend certain provisions of, and (ii) waive certain Events of Default under, the Term Loan Agreement. The Majority Lenders are willing to agree to such amendments and waiver on the terms and subject to the conditions set forth herein.

Accordingly, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Amendments.

(a) Section 1.01 of the Term Loan Agreement is hereby amended by adding the following definitions in the appropriate order:

“ *Adjusted Inventory Amount* ” has the meaning specified in the Five-Year Revolving Credit Agreement.

“ *Aggregate Committed Credit Exposure* ” has the meaning specified in the Five-Year Revolving Credit Agreement.

“ *Bid Loans* ” has the meaning specified in the Five-Year Revolving Credit Agreement.

“ *Compliance Date* ” means the date on which (a) the Guarantor shall have delivered to the Administrative Agent the financial statements referred to in Section 6.09(a) as of the end of and for the second quarter of its fiscal year ending in 2007 together with the certificate of its Chief Financial Officer or Treasurer referred to in Section 6.09(c) demonstrating compliance with Sections 7.13 and 7.14 and (b) no Default shall have occurred and be continuing.

“ *Designated Subsidiary* ” means each of Tyson Chicken, Inc., Tyson Poultry, Inc., and Tyson Farms, Inc., all wholly owned Subsidiaries of the Guarantor, and their respective successors.

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“ *Designated Subsidiary Guarantee Agreement* ” means a Designated Subsidiary Guarantee Agreement, together with the form of Indemnity, Contribution and Subrogation Agreement attached thereto, in the form attached as Annex I to Amendment No. 3 to this Agreement.”

“ *Domestic Subsidiary* ” means any Subsidiary that is organized under the laws of the United States of America or any state thereof or the District of Columbia.

“ *Index Rating* ” means, as to either Moody’s or S&P, the rating of such rating agency at the time in effect for the credit facility established by this Agreement or, if no such rating shall be in effect, the rating of such rating agency at the time in effect for the Guarantor’s senior, unsecured, non-credit enhanced long-term Indebtedness for borrowed money.”

“ *TFM Lakeside Guarantee* ” means the TFM Lakeside Guarantee, in the form attached as Annex II to Amendment No. 3 to this Agreement.””

(b) The definition of “ *Loan Documents* ” is hereby amended by inserting immediately after the words “means this Agreement,” the following:

“any Designated Subsidiary Guarantee Agreement that is in effect as to any Subsidiary,”.

(c) the definition of “ *Loan Parties* ” is hereby amended by inserting immediately after the word “the Borrower”:

“, any Subsidiary that is obligated under an effective Designated Subsidiary Guarantee Agreement, TFM and”.

(b) Section 6.09(c) of the Term Loan Agreement is hereby amended by inserting immediately after the words “Section 7.13 and 7.14” the following:

“(and, in the case of any certificate delivered prior to the Compliance Date, Section 7.15 and 7.16)”.

(c) Article VI of the Term Loan Agreement is hereby amended by adding the following new Section:

“SECTION 6.13. Designated Subsidiary Guarantees. (a) In the event that at any time prior to the Compliance Date any of the following circumstances shall exist: (i) the Index Ratings of Moody’s and S&P shall be Ba1 and BB+, respectively, (ii) the Index Rating of Moody’s shall be below Ba1, (iii) the Index Rating of S&P shall be below BB+ or (iv) either of Moody’s or S&P shall not have an Index Rating in effect, then the Borrower shall (A) within three Business Days, cause each Designated Subsidiary to execute and deliver to the Administrative Agent a Designated Subsidiary Guarantee Agreement and (B) promptly deliver to the Administrative Agent a legal opinion in form and

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substance and from counsel reasonably acceptable to the Administrative Agent as to the existence and good standing of each such Designated Subsidiary, the power and authority of each such Designated Subsidiary to enter into and perform its obligations under such Designated Subsidiary Guarantee Agreement and such other matters as the Administrative Agent shall reasonably request, as well as such organizational documents, resolutions and other evidence of such power and authority as the Administrative Agent shall reasonably request.”

(b) If a Designated Subsidiary shall have executed and delivered a Designated Subsidiary Guarantee Agreement, the guarantee thereunder will be automatically released at such time as each of the following conditions shall be satisfied: (i) the Compliance Date shall have occurred, (ii) the Index Ratings of Moody’s and S&P shall be at least (A) Baa3 and BB+, respectively, or (B) Ba1 and BBB-, respectively, in each case with at least stable outlook, and (iii) no Default shall have occurred and be continuing.”

(d) Section 7.05 of the Term Loan Agreement is hereby amended by inserting the following new sentence at the end thereof:

“Notwithstanding the foregoing provisions of this Section or any other provisions of this Agreement, from the date on which any of the circumstances set forth in Section 6.13(a)(i), (ii), (iii) or (iv) shall exist and until such date as each of the conditions set forth in Section 6.13(b)(i), (ii) and (iii) shall have been satisfied, neither TFM nor any Designated Subsidiary shall (i) merge or consolidate with, or liquidate into, or transfer any material portion of its assets to, the Borrower or TFM without the prior written consent of the Majority Lenders, except that any Subsidiary may pay cash dividends to the holders of its equity interests or (ii) transfer any material portion of its operating assets to any Subsidiary other than TFM or any other Designated Subsidiary unless prior to such transfer such transferee Subsidiary (A) executes and delivers to the Administrative Agent a Designated Subsidiary Guarantee Agreement and (B) delivers to the Administrative Agent a legal opinion in form and substance and from counsel reasonably acceptable to the Administrative Agent as to the existence and good standing of such transferee Subsidiary, the power and authority of such transferee Subsidiary to enter into and perform its obligations under such Designated Subsidiary Guarantee Agreement and such other matters as the Administrative Agent shall reasonably request, as well as such organizational documents, resolutions and other evidence of such power and authority as the Administrative Agent shall reasonably request.”

(f) Section 7.09(b) of the Term Loan Agreement is hereby amended by inserting the following immediately before the semicolon preceding the proviso:

“, or that restricts the ability of any Domestic Subsidiary to guarantee the Obligations”

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(g) Section 7.13 of the Term Loan Agreement is hereby amended to read in its entirety as follows:

“SECTION 7.13. *Leverage Ratio* . The Guarantor shall not permit the Leverage Ratio at any time during any of the periods set forth below to exceed the ratio set forth below opposite such period:

<u>Period</u>	<u>Ratio</u>
Second Quarter of Fiscal Year 2007	4.75:1.00
Third Quarter of Fiscal Year 2007	4.50:1.00
Fourth Quarter of Fiscal Year 2007	4.00:1.00
Fiscal Year 2008	3.75:1.00
Fiscal Year 2009 and thereafter	3.25:1.00”

(h) Section 7.14 of the Term Loan Agreement is hereby amended to read in its entirety as follows:

“SECTION 7.14. *Interest Expense Coverage Ratio* . The Guarantor shall not permit the ratio of Consolidated EBITDA to Consolidated Interest Expense for any period of four consecutive fiscal quarters ending with any fiscal quarter referred to below to be less than the ratio set forth below with respect to such fiscal quarter:

<u>Fiscal Quarter</u>	<u>Ratio</u>
Third Quarter of Fiscal Year 2006 Through First Quarter of Fiscal Year 2007	2.00:1.00
Second Quarter of Fiscal Year 2007	2.50:1.00
Each Quarter thereafter	3.00:1.00”

(i) Article VII of the Term Loan Agreement is hereby amended by adding the following new Sections:

“SECTION 7.15. *Minimum Consolidated EBITDA* . The Guarantor shall not permit Consolidated EBITDA for any period of four consecutive fiscal quarters ending with any fiscal quarter referred to below to be less than the amount set forth below with respect to such quarter:

Third Quarter of Fiscal Year 2006	\$625,000,000
Fourth Quarter of Fiscal Year 2006	\$490,000,000
First Quarter of Fiscal Year 2007	\$550,000,000

SECTION 7.16. *Asset Coverage Test* . The Guarantor shall not, prior to the Compliance Date, permit (a) the sum of the Aggregate Committed Credit Exposure and the aggregate principal amount of the outstanding Bid Loans at any time to be greater than (b) the Adjusted Inventory Amount at such time.

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SECTION 7.17. *Amendment of Receivables Facility* . The Guarantor shall not amend the Receivables Facility or any agreement, instrument or document related thereto (a) to add any provision that would cause or permit the purchasers or their representative to cause the cessation of purchases of accounts receivable thereunder or (b) to modify any such existing provision in a manner adverse to the Borrower.”

SECTION 2. Waiver. The undersigned Lender hereby waives any Event of Default under Section 7.13 or 7.14 of the Term Loan Agreement with respect to the most recent fiscal quarter for which financial statements are required to be delivered pursuant to Section 6.09(a) of the Term Loan Agreement, which Event of Default would not have occurred under such sections as proposed to be amended hereby.

SECTION 3. Representations and Warranties. Each of the Borrower and the Guarantor represents and warrants to each of the Lenders and the Administrative Agent that, after giving effect to this Amendment:

(a) the representations and warranties set forth in Article IV of the Term Loan Agreement are true and correct in all material respects with the same effect as if made on and as of the date hereof, except to the extent such representations and warranties expressly relate solely to an earlier date;

(b) each of the Borrower and the Guarantor is in compliance with the covenants set forth in Article VI and Article VII of the Term Loan Agreement as of the date hereof; and

(c) no Default has occurred and is continuing.

SECTION 4. Effectiveness. This Amendment shall become effective on the date (the “Effective Date”) on which the following conditions shall be satisfied:

(a) The Administrative Agent shall have received duly executed counterparts hereof which, when taken together, bear the authorized signatures of the Borrower, the Administrative Agent and the Majority Lenders.

(b) The Administrative Agent shall have received a favorable written opinion of counsel for the Borrower and the Guarantor covering such matters relating to this Amendment as the Administrative Agent or the Majority Lenders shall reasonably request. Such opinion shall be addressed to the Administrative Agent and the Lenders and shall be dated the Effective Date. Each of the Borrower and the Guarantor hereby requests such counsel to deliver such opinion.

(c) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of the Borrower, the authorization of this Amendment and any other legal matters relating to this Amendment, all in a form and substance satisfactory to the Administrative Agent and its counsel.

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(d) The Guarantor shall have received all consents required under the Receivables Facility in connection with the amendments effected hereby.

(e) The Administrative Agent shall have received (i) a counterpart to the TFM Lakeside Guarantee executed by TFM or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy transmission of a signed counterpart) that TFM has signed such counterpart, together with (A) a favorable opinion, dated the date of the TFM Lakeside Guarantee and addressed to the Administrative Agent and the Lenders of counsel to TFM, to substantially the effect set forth in Exhibit A to the TFM Lakeside Guarantee and as to such other matters as any Lender through the Administrative Agent or its counsel may reasonably request and (B) such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and good standing of TFM, and the authorization of the Transactions to which TFM is a party.

(f) The Administrative Agent shall have received all fees and other amounts due and payable on or prior to the Effective Date, including the Amendment Fee referred to in Section 5 below and, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower under the Term Loan Agreement, any prior Amendment to the Term Loan Agreement or this Amendment.

SECTION 5. Amendment Fee. The Guarantor agrees to pay on the Effective Date to the Administrative Agent, for the account of each Lender that executes and delivers this Amendment at or prior to 3:00 p.m., New York City time, on July 27, 2006 (the “Signing Date”), an amendment fee (the “Amendment Fee”) in an amount equal to 0.150% of the Commitment of such Lender, whether used or unused, on the Signing Date. All fees shall be payable in immediately available funds and shall not be refundable.

SECTION 6. Effect of Amendment. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent, the Lenders, the Syndication Agent, the Documentation Agent or the Co-Documentation Agents under the Term Loan Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Term Loan Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle the Borrower to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Term Loan Agreement or any other Loan Document in similar or different circumstances. This Amendment shall apply and be effective only with respect to the provisions of the Term Loan Agreement specifically referred to herein. Each of this Amendment and the Designated Subsidiary Guarantee Agreement delivered pursuant to Section 6.13(b) shall constitute a “Loan Document” for all purposes of the Term Loan Agreement and the other Loan Documents. As used

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therein, the terms “Agreement”, “herein”, “hereunder”, “hereto”, “hereof” and words of similar import shall, unless the context otherwise requires, refer to the Term Loan Agreement as modified hereby.

**SECTION 7. Applicable Law. THIS AMENDMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF NEW YORK, AND FOR ALL PURPOSES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF SAID STATE WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.**

SECTION 8. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract. Delivery of an executed counterpart of a signature page of this Amendment by telecopy shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 9. Headings. The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

[signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers as of the date first above written.

LAKESIDE FARM INDUSTRIES LTD.,

By /s/ Dennis Leatherby  
Name: Dennis Leatherby  
Title: SVP Finance and Treasurer

TYSON FOODS, INC.,

By /s/ Dennis Leatherby  
Name: Dennis Leatherby  
Title: SVP Finance and Treasurer

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, individually and as  
Administrative Agent,

By /s/ Sara Collins  
Name: Sara Collins  
Title: Vice President

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO  
THE LAKESIDE FARM INDUSTRIES LTD. THREE-YEAR TERM LOAN  
AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: Bank of America, N.A.  
(Canada Branch)

By : /s/ Medina Sales De Andrade  
Name: Medina Sales De Andrade  
Title: Assistant Vice President

By  
Name:  
Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO  
THE LAKESIDE FARM INDUSTRIES LTD. THREE-YEAR TERM LOAN  
AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: The Bank of Nova Scotia

By: /s/ Dana Moloney  
Name: Dana Moloney  
Title: Managing Director

By  
Name:  
Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO  
THE LAKESIDE FARM INDUSTRIES LTD. THREE-YEAR TERM LOAN  
AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: BNP Paribus (Canada)

By: /s/ Don R. Lee

Name: Don R. Lee

Title: Managing Director Corporate Banking

By: /s/ Andrew Sclater

Name: Andrew Sclater

Title: Vice President Corporate Banking

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO  
THE LAKESIDE FARM INDUSTRIES LTD. THREE-YEAR TERM LOAN  
AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: Citibank, N.A.

By: /s/ Christopher Snider  
Name: Christopher Snider  
Title: Vice President

By  
Name:  
Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO  
THE LAKESIDE FARM INDUSTRIES LTD. THREE-YEAR TERM LOAN  
AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: HSBC Bank USA, N.A. Toronto Branch

By: /s/ Jody Sanderson  
Name: Jody Sanderson  
Title: Authorized Signatory

By: /s/ Margaret Lane  
Name: Margaret Lane  
Title: Authorized Signatory

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO  
THE LAKESIDE FARM INDUSTRIES LTD. THREE-YEAR TERM LOAN  
AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: IBM Global Financing, LLC

By: /s/ Steven A. Flanagan  
Name: Steven A. Flanagan  
Title: Regional Credit Officer, Americas

By  
Name:  
Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO  
THE LAKESIDE FARM INDUSTRIES LTD. THREE-YEAR TERM LOAN  
AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: ING Capital Corporation

By: /s/ Daniel W. Lamprecht  
Name: Daniel W. Lamprecht  
Title: Managing Director

By  
Name:  
Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO  
THE LAKESIDE FARM INDUSTRIES LTD. THREE-YEAR TERM LOAN  
AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: MERRILL LYNCH CAPITAL CANADA, INC.

By: /s/ Marcelo Cosma  
Name: Marcelo Cosma  
Title: Vice President

By  
Name:  
Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO  
THE LAKESIDE FARM INDUSTRIES LTD. THREE-YEAR TERM LOAN  
AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: Mizuho Corporate Bank (Canada)

By: /s/ Robert MacKinnon  
Name: Robert MacKinnon  
Title: Group Vice President

By  
Name:  
Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO  
THE LAKESIDE FARM INDUSTRIES LTD. THREE-YEAR TERM LOAN  
AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: MORGAN STANLEY SENIOR FUNDING (NOVA SCOTIA) CO.

By: /s/ Jaap Tonckens  
Name: Jaap Tonckens  
Title: Vice President

By  
Name:  
Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO  
THE LAKESIDE FARM INDUSTRIES LTD. THREE-YEAR TERM LOAN  
AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: CANADIAN BRANCH

By: /s/ Rommel J. Domingo  
Name: Rommel J. Domingo  
Title: Vice President

By: /s/ Khurram Rahman-Kharr  
Name: Khurram Rahman-Kharr  
Title: Executive Director

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO  
THE LAKESIDE FARM INDUSTRIES LTD. THREE-YEAR TERM LOAN  
AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: U.S. BANK NATIONAL ASSOCIATION CANADA BRANCH

By: /s/ Kevin Jephcott  
Name: Kevin Jephcott  
Title: Principal Officer

By  
Name:  
Title:

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SIGNATURE PAGE TO AMENDMENT NO. 3 DATED AS OF JULY 27, 2006 TO  
THE LAKESIDE FARM INDUSTRIES LTD. THREE-YEAR TERM LOAN  
AGREEMENT DATED AS OF SEPTEMBER 28, 2005

LENDER: Wachovia Capital Finance Corporation (Canada)  
fka: Congress Financial Corporation (Canada)

By: /s/ Enza Agosta

Name: Enza Agosta

Title: Vice President Wachovia Capital Finance Corporation (Canada)

By

Name:

Title:

**TYSON REPORTS THIRD QUARTER  
AND NINE MONTHS RESULTS**

- ***Oversupply of proteins negatively impacted sales prices and operating results***
- ***Fiscal 2006 diluted loss per share is now estimated to be \$0.41 to \$0.51***
- ***\$200 million cost savings plan initiated***
- ***Tax account balance review initiated***

**Springdale, Arkansas – July 31, 2006** - Tyson Foods, Inc. (NYSE: TSN), today reported a loss of \$0.15 per diluted share for the third fiscal quarter ended July 1, 2006, compared to \$0.36 diluted earnings per share in the same quarter last year. Third quarter 2006 sales were \$6.4 billion compared to \$6.7 billion for the same period last year. Operating loss was \$25 million compared to operating income of \$256 million, and net loss was \$52 million compared to net income of \$131 million, for the same period last year.

Loss per diluted share for the first nine months of fiscal 2006 was \$0.41 compared to diluted earnings per share of \$0.71 in the same period last year. Sales for the first nine months of fiscal 2006 were \$19.1 billion compared to \$19.5 billion for the same period last year. Operating loss for the first nine months of fiscal 2006 was \$57 million compared to operating income of \$557 million, and net loss was \$140 million compared to net income of \$255 million, for the same period last year.

Pretax loss for the first nine months of fiscal 2006 included \$59 million, or \$0.11 per diluted share, of costs related to beef and prepared foods plant closings.

Pretax earnings for the third quarter and nine months of fiscal 2005 included costs of \$33 million related to a legal settlement involving the Company's live swine operations, and \$10 million and \$15 million, respectively, related to poultry and prepared foods plant closings. The nine months of fiscal 2005 included \$12 million received in connection with vitamin antitrust litigation and a gain of \$8 million from the sale of the Company's remaining interest in Specialty Brands, Inc. The combined effect of these items decreased diluted earnings per share by \$0.08 and \$0.05 for the third quarter and nine months of fiscal 2005, respectively.

"Our Beef, Pork and Prepared Foods segments' operating results improved \$126 million over the second quarter, excluding plant closing charges of \$59 million," said Richard L. Bond, president and chief executive officer. "However, despite improvements, the third quarter remained challenging with losses in the Chicken and Beef segments. The oversupply of chicken and forward sales of leg quarters led to lower average sales prices in the third quarter as compared to the same quarter last year. In our Beef segment, May and June were positive, but not enough to offset a very difficult April. In addition, our Canadian operations continue to struggle, compounded by the strong Canadian currency.

"According to poultry industry production data, supply and demand should be in better balance during the remainder of the fourth quarter, and we expect our Chicken segment to post positive results. Although forward leg quarter sales adversely affected July, leg quarter pricing for August and September will be significantly better. As cattle supplies continue to increase year over year, we expect our Beef segment to break even in the fourth quarter. We expect Prepared Foods earnings to improve and the Pork segment should remain flat.

"The Company's operating results improved significantly from the second quarter to the third quarter, and we expect the improvement to continue into the fourth quarter. We are projecting a diluted loss per share range of \$0.41 to \$0.51 for the fiscal year.

"We are taking aggressive measures to return the company to profitability as soon as possible. Our chicken inventories have been significantly reduced from historical highs, and we are reviewing our structure and processes to ensure efficient and cost effective operations throughout our company," Bond said. "We have implemented a comprehensive cost management initiative to generate approximately \$200 million in cost reductions. Approximately half will be divided equally among consulting and professional fees, sales and marketing. The remaining \$100 million is expected to be divided equally between staffing costs and other expenses."

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**Tax Account Balance Review**

Tyson announced it started a review of its tax account balances. In connection with its renewal of certain leases, the Company noted differences in deferred tax liabilities related to temporary book to tax basis differences. At this time, the tax effect of the aggregate basis differences related to the leases is an understatement of approximately \$22 million.

Tyson initiated a review process to assess the adequacy of tax liabilities recorded for basis differences and for all of its tax account balances, not just those related to its lease agreements. As this process continues, additional information, including additional temporary differences, positive or negative, may be discovered which could materially impact the accounting for the preliminary differences indicated above. However, management does not believe this will have a material impact on the results of operations for the nine months ended July 1, 2006 or July 2, 2005. Once the review is completed, which is currently expected to be by October 31, 2006, the Company will make a final determination as to what, if any, adjustments should be recorded in the Company's financial statements and in which period any such adjustments should be recorded.

**Outlook**

Based upon the Company's outlook for fiscal year 2006, including its view of all the various markets, the Company now estimates its fiscal 2006 diluted loss per share to be in the range of \$0.41 to \$0.51.

**Segment Performance Review (in millions)**

Sales								
<i>(for the third quarter and nine months ended July 1, 2006, and July 2, 2005)</i>								
	Third Quarter				Nine Months			
	Sales		Avg. Sales		Sales		Avg. Sales	
	2006	2005	Volume Change	Price Change	2006	2005	Volume Change	Price Change
<b>Chicken</b>	\$1,922	\$2,085	7.0%	(13.9)%	\$5,968	\$6,207	4.8%	(8.3)%
<b>Beef</b>	3,032	3,102	6.3%	(8.0)%	8,804	8,671	4.2%	(2.6)%
<b>Pork</b>	754	811	(1.9)%	(5.2)%	2,275	2,484	0.0%	(8.5)%
<b>Prepared Foods</b>	661	696	0.9%	(5.7)%	1,995	2,119	(0.8)%	(5.1)%
<b>Other</b>	14	14	n/a	n/a	46	38	n/a	n/a
<b>Total</b>	<b>\$6,383</b>	<b>\$6,708</b>	<b>4.9%</b>	<b>(9.3)%</b>	<b>\$19,088</b>	<b>\$19,519</b>	<b>3.4%</b>	<b>(5.4)%</b>

Operating Income (Loss)								
<i>(for the third quarter and nine months ended July 1, 2006, and July 2, 2005)</i>								
	Third Quarter				Nine Months			
	Operating Margin		Operating Margin		Operating Margin		Operating Margin	
	2006	2005	2006	2005	2006	2005	2006	2005
<b>Chicken</b>	\$(59)	\$198	(3.1)%	9.5%	\$73	\$445	1.2%	7.2%
<b>Beef</b>	(10)	36	(0.3)%	1.2%	(262)	1	(3.0)%	0.0%
<b>Pork</b>	12	(19)	1.6%	(2.3)%	32	15	1.4%	0.6%
<b>Prepared Foods</b>	13	28	2.0%	4.0%	46	60	2.3%	2.8%
<b>Other</b>	19	13	n/a	n/a	54	36	n/a	n/a
<b>Total</b>	<b>\$(25)</b>	<b>\$256</b>	<b>(0.4)%</b>	<b>3.8%</b>	<b>\$(57)</b>	<b>\$557</b>	<b>(0.3)%</b>	<b>2.9%</b>

**Chicken (30.1% of Net Sales – 3rd Quarter 2006)  
(31.3% of Net Sales – Nine Months 2006)**

- *Increased Chicken sales volumes were more than offset by decreased average sales prices including lower leg quarter pricing*

While Chicken sales volumes increased 7.0% and 4.8% in the third quarter and nine months of fiscal 2006, respectively, as compared to the same periods last year, lower average sales prices in the third quarter and nine months of fiscal 2006 resulted in decreased Chicken segment sales of 7.8% and 3.9%, respectively.

Chicken segment operating results decreased \$267 million and \$384 million in the third quarter and nine months of fiscal 2006, respectively, as compared to the same periods last year, excluding plant closing related accruals of \$10 million recorded in the three months of fiscal 2005 and \$12 million recorded in the nine months of fiscal 2005. The decreases in operating results were primarily due to lower average sales prices, predominantly caused by an oversupply of proteins in the marketplace. Additionally, operating results were negatively impacted by the forward sales of leg quarter inventories at lower prices.

Also, operating results were negatively impacted by higher energy costs, higher grain costs and decreased margins at the Company's operations in Mexico. Chicken operating results for the nine months ended July 1, 2006 were positively impacted by a net loss of less than \$1 million from the Company's commodity risk management activities related to grain purchases as compared to net losses of \$28 million realized in the same period last year.

**Beef (47.5% of Net Sales – 3rd Quarter 2006)  
(46.1% of Net Sales – Nine Months 2006)**

- *Increased Beef sales volumes were more than offset by decreased average sales prices*
- *Quarter three operating results improved significantly as compared to the second quarter*

While Beef sales volumes increased 6.3% in the third quarter of fiscal 2006, as compared to the same period last year, lower average sales prices more than offset the volume increase and resulted in decreased Beef segment sales of 2.3%. Beef segment sales increased 1.5% in the nine months of fiscal 2006 as compared to the same period last year. The increase in sales for the nine months of fiscal 2006 was primarily due to a 4.2% increase in sales volumes, offset partially by a 2.6% decrease in average sales prices.

Beef segment operating results decreased \$46 million and \$208 million in the third quarter and nine months of fiscal 2006, respectively, as compared to the same periods last year, excluding plant closing related accruals of \$45 million recorded in the nine months of fiscal 2006 and \$10 million received in the nine months of fiscal 2005 in connection with vitamin antitrust litigation. The decreases in Beef segment operating results were primarily due to significant operating margin reductions at the Company's Lakeside operation in Canada. Additionally, beef operating results for the three months ended July 1, 2006, were negatively impacted by net losses of \$19 million from the Company's commodity risk management activities related to its fixed forward boxed beef sales and forward live cattle purchases, a decline of \$10 million from the same period last year. Beef operating results for the nine months ended July 1, 2006, were negatively impacted by \$40 million from the Company's commodity risk management activities, a decline of \$29 million from the same period last year.

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**Pork (11.8% of Net Sales – 3rd Quarter 2006)**  
**(11.9% of Net Sales – Nine Months 2006)**

- *Lower live costs were more than offset by decreased average sales prices*

Pork segment sales decreased 7.0% and 8.4% in the third quarter and nine months of fiscal 2006, respectively, as compared to the same periods last year. The decrease in sales was primarily due to lower average sales prices.

Pork segment operating results decreased \$2 million and \$14 million in the third quarter and nine months of fiscal 2006, respectively, as compared to the same periods last year, excluding \$33 million of costs related to a live swine legal settlement recorded in the three and nine months of fiscal 2005 and \$2 million received in the nine months of fiscal 2005 in connection with vitamin antitrust litigation. Operating results were negatively impacted by an oversupply of proteins in the marketplace, resulting in decreased average sales prices, partially offset by lower average live prices.

**Prepared Foods (10.4% of Net Sales – 3rd Quarter 2006)**  
**(10.5% of Net Sales – Nine Months 2006)**

- *Lower average sales prices and higher operating costs resulted in decreased operating margins*

Prepared Foods segment sales decreased 5.0% and 5.9% in the third quarter and nine months of fiscal 2006, as compared to the same periods last year. The decrease in sales was primarily due to lower average sales prices.

Prepared Foods segment operating income decreased \$15 million and \$3 million in the third quarter and nine months of fiscal 2006, respectively, as compared to the same periods last year, excluding plant closing related accruals of \$14 million recorded in the nine months of fiscal 2006 and \$3 million recorded in the nine months of fiscal 2005. The decreases were primarily due to lower average sales prices and higher operating costs.

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

	Three Months Ended		Nine Months Ended	
	July 1, 2006	July 2 , 2005	July 1, 2006	July 2, 2005
Sales	\$ 6,383	\$ 6,708	\$ 19,088	\$ 19,519
Cost of Sales	<u>6,180</u>	<u>6,189</u>	<u>18,388</u>	<u>18,226</u>
	203	519	700	1,293
Selling, General and Administrative Other Charges	230	220	700	688
	<u>(2)</u>	<u>43</u>	<u>57</u>	<u>48</u>
Operating Income (Loss)	(25)	256	(57)	557
Other (Income) Expenses:				
Interest Income	(11)	(2)	(17)	(7)
Interest Expense	74	58	189	179
Other	<u>(12)</u>	<u>(1)</u>	<u>(13)</u>	<u>(12)</u>
Income (Loss) before Income Taxes	(76)	201	(216)	397
Income tax (benefit) expense	(24)	70	(76)	142
Net Income (Loss)	<u>\$ (52)</u>	<u>\$ 131</u>	<u>\$ (140)</u>	<u>\$ 255</u>
Weighted Average Shares Outstanding:				
Class A Basic	249	243	246	243
Class B Basic	96	102	99	102
Diluted	345	358	345	357
Earnings (Loss) Per Share:				
Class A Basic	\$ (0.15)	\$ 0.39	\$ (0.41)	\$ 0.76
Class B Basic	\$ (0.14)	\$ 0.35	\$ (0.38)	\$ 0.68
Diluted	\$ (0.15)	\$ 0.36	\$ (0.41)	\$ 0.71
Cash Dividends Per Share:				
Class A	\$ 0.040	\$ 0.040	\$ 0.120	\$ 0.120
Class B	\$ 0.036	\$ 0.036	\$ 0.108	\$ 0.108
Sales Growth (Decline)	(4.8)%	1.1%	(2.2)%	1.2%
Margins: (Percent of Sales)				
Gross Profit	3.2%	7.7%	3.7%	6.6%
Operating Income (Loss)	(0.4)%	3.8%	(0.3)%	2.9%
Net Income (Loss)	(0.8)%	2.0%	(0.7)%	1.3%
Effective Tax Rate	(32.4)%	35.2%	(35.3)%	35.9%

**TYSON FOODS, INC.**  
**CONSOLIDATED CONDENSED BALANCE SHEETS**  
**(In millions)**

	<u>(Unaudited)</u> <u>July 1, 2006</u>	<u>October 1, 2005</u>
Assets		
Current Assets:		
Cash and cash equivalents	\$ 44	\$ 40
Short-term investment	760	-
Accounts receivable, net	1,209	1,214
Inventories	2,095	2,062
Other current assets	113	169
Total Current Assets	<u>4,221</u>	<u>3,485</u>
Net Property, Plant and Equipment	4,040	4,007
Goodwill	2,500	2,502
Other Assets	485	510
Total Assets	<u>\$ 11,246</u>	<u>\$ 10,504</u>
Liabilities and Shareholders' Equity		
Current Liabilities:		
Current debt	\$ 1,049	\$ 126
Trade accounts payable	954	961
Other current liabilities	914	1,070
Total Current Liabilities	<u>2,917</u>	<u>2,157</u>
Long-Term Debt	3,063	2,869
Deferred Income Taxes	589	638
Other Liabilities	167	169
Shareholders' Equity	4,510	4,671
Total Liabilities and Shareholders' Equity	<u>\$ 11,246</u>	<u>\$ 10,504</u>

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

	Three Months Ended		Nine Months Ended	
	July 1, 2006	July 2, 2005	July 1, 2006	July 2, 2005
Cash Flows From Operating Activities:				
Net income (loss)	\$ (52)	\$ 131	\$ (140)	\$ 255
Depreciation and amortization	130	126	383	377
Plant closing-related charges	(6)	8	46	12
Deferred income taxes and other	10	16	(111)	(12)
Net changes in working capital	(139)	183	(62)	289
 Cash Provided by (Used for) Operating Activities	 (57)	 464	 116	 921
Cash Flows From Investing Activities:				
Additions to property, plant and equipment	(113)	(163)	(470)	(395)
Proceeds from sale of assets	1	7	14	23
Investments in marketable securities	50	(8)	11	(42)
Purchase of short-term investment	-	-	(750)	-
Other	1	14	11	16
 Cash Used for Investing Activities	 (61)	 (150)	 (1,184)	 (398)
Cash Flows From Financing Activities:				
Net change in debt	126	(307)	125	(467)
Proceeds from Notes offering	-	-	992	-
Purchases of treasury shares	(10)	(9)	(30)	(36)
Dividends	(14)	(14)	(41)	(41)
Stock options exercised and other	12	11	31	16
 Cash Provided by (Used for) Financing Activities	 114	 (319)	 1,077	 (528)
 Effect of Exchange Rate Change on Cash	 9	 2	 (5)	 4
 Increase (Decrease) in Cash and Cash Equivalents	 5	 (3)	 4	 (1)
 Cash and Cash Equivalents at Beginning of Period	 39	 35	 40	 33
 Cash and Cash Equivalents at End of Period	 <u>\$ 44</u>	 <u>\$ 32</u>	 <u>\$ 44</u>	 <u>\$ 32</u>

Tyson Foods, Inc., founded in 1935 with headquarters in Springdale, Arkansas, is the world's largest processor and marketer of chicken, beef and pork and the second-largest food company in the *Fortune* 500 and a member of the S&P 500. The company produces a wide variety of protein-based and prepared food products, which are marketed under the "Powered by Tyson™" strategy. Tyson is the recognized market leader in the retail and foodservice markets it serves, providing products and service to customers throughout the United States and more than 80 countries. Tyson has approximately 114,000 Team Members employed at more than 300 facilities and offices in the United States and around the world. Through its Core Values, Code of Conduct and Team Member Bill of Rights, Tyson strives to operate with integrity and trust and is committed to creating value for its shareholders, customers and Team Members. The company also strives to be faith-friendly, provide a safe work environment and serve as stewards of the animals, land and environment entrusted to it.

A conference call to discuss the Company's financial results will be held at 9 a.m. Eastern today. To listen live via telephone, call 888-791-1856. A pass code and the leader's name will be required to join the call. The pass code is Tyson Foods and the leader's name is Ruth Ann Wisener. International callers dial 210-234-0000. The call also will be webcast live on the Internet at <http://ir.tysonfoodsinc.com>. Financial information, such as this news release, as well as other quarterly information, including Company distribution channel information, can be accessed from the Company's web site at <http://ir.tysonfoodsinc.com>. A telephone replay will be available through August 30 at 866-455-0475. International callers dial 203-369-1261.

#### Forward-Looking Statements

Certain information contained in the press release may constitute forward-looking statements, such as statements relating to expected earnings and results. These forward-looking statements are subject to a number of factors and uncertainties which could cause the Company's actual results and experiences to differ materially from the anticipated results and expectations, expressed in such forward-looking statements. The Company wishes to caution readers not to place undue reliance on any forward-looking statements, which speak only as of the date made. Among the factors that may cause actual results and experiences to differ from the anticipated results and expectations expressed in such forward-looking statements are the following: (i) fluctuations in the cost and availability of inputs and raw materials, such as live cattle, live swine, feed grains, and energy; (ii) the company's ability to realize anticipated savings from its cost reduction initiatives; (iii) market conditions for finished products, including competition from other global and domestic food processors, the supply and pricing of alternative proteins, and the demand for alternative proteins; (iv) risks associated with effectively evaluating derivatives and hedging activities; (v) access to foreign markets together with foreign economic conditions, including currency fluctuations, import/export restrictions and foreign politics; (vi) outbreak of a livestock disease (such as avian influenza (AI) or bovine spongiform encephalopathy (BSE)) which could have an effect on livestock owned by the Company, the availability of livestock for purchase by the Company, consumer perception of certain protein products or the Company's ability to access certain domestic and foreign markets; (vii) successful rationalization of existing facilities, and the operating efficiencies of the facilities; (viii) changes in the availability and relative costs of labor and contract growers, and the ability of the Company to maintain good relationships with employees, labor unions, contract growers and independent producers providing livestock to the Company; (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 the Company's ability to identify and react to consumer trends; (xi) significant marketing plan changes by large customers, or the 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) changes in regulations and laws (both domestic and foreign), including changes in accounting standards, tax laws, environmental laws and occupational, health and safety laws; (xv) the ability of the Company to make effective acquisitions and successfully integrate newly acquired businesses into existing operations; (xvi) effectiveness of advertising and marketing programs; and (xvii) the effect of, or changes in, general economic conditions.