THIS DOCUMENT RELATES TO SECURITIES BEING ACQUIRED BY TYSON FOODS, INC. ON BEHALF OF THE PARTICIPANTS UNDER THE EMPLOYEE STOCK PURCHASE PLAN. COPIES OF TYSON FOODS, INC. ANNUAL REPORTS TO SHAREHOLDERS, ANNUAL REPORTS ON FORM 10-K, QUARTERLY REPORTS ON FORM 10-Q AND ALL OTHER REPORTS FILED PURSUANT TO SECTION 13(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, ARE INCORPORATED HEREIN BY REFERENCE AND ARE AVAILABLE, WITHOUT CHARGE, TO PLAN PARTICIPANTS UPON REQUEST TO: SECRETARY OF TYSON FOODS, INC., 2200 DON TYSON PARKWAY, SPRINGDALE, ARKANSAS 72762
I. Purpose
The Tyson Foods, Inc. Employee Stock Purchase Plan (the “Plan”) is intended to serve as a means to provide a convenient way to acquire shares of Tyson Foods, Inc.’s (“Tyson” or the “Company”) Class A Common Stock (the “Shares”), thereby maintaining and stimulating employee interest in the growth and profitability of the Company. The Plan allows the acquisition by eligible employees of Shares either directly from Tyson or in the open market at prevailing market prices.

II. Eligible Employees
Under the Plan, all persons classified as employees who are in the regular service of Tyson or a participating affiliate and who have completed three (3) full calendar months of service (the “Eligible Employees”) are eligible to participate beginning with the first payday that falls on or after the first day of the immediately succeeding month. However, any employee who is a member of a collective bargaining unit and who is covered by a collective bargaining agreement which does not provide for coverage of such employee under the Plan is not an Eligible Employee. In the case of employees of an affiliate which has been acquired through the acquisition of substantially all of the assets or all of the stock of the affiliate, except to the extent otherwise provided by Tyson, service only includes employment subsequent to the later of (i) Tyson’s consummation of the acquisition of the affiliate or (ii) the date on which such affiliate is designated as a participating affiliate.

III. Employee Participation and Contributions
Participation by Eligible Employees in the Plan is voluntary. An Eligible Employee may elect to purchase Shares under the Plan by calling the voice response system at 1-800-850-4015 or by accessing the following Website: www.tysonbenefits.com and authorizing his or her employer to withhold from the employee’s compensation a specified amount to purchase Shares. The employee must elect either (i) a specified percentage (not less than 1% nor more than 20%) of his or her Base Earnings to be withheld or (ii) a specified dollar amount (not less than $1.00 per week nor more than $25.00 per week). An election to participate is effective for the first payday following receipt of the election if the election is received in advance of the payday by a minimum period of time as may be specified from time to time by the Committee (see Section VII below).

Base Earnings are defined under the Plan as regular salary and wages, including overtime payments and commission payments, but excluding discretionary and non-discretionary bonuses, or other irregular payments made by an employer to an employee. Such percentage or amount may be increased or decreased by any multiple of one percent or one dollar, respectively, at such times as permitted by the Committee. In no event, however, may an employee contribute, in any one year, more than 20% of his or her Base Earnings or $25.00 per week depending on the contribution method chosen. Amounts contributed by employees to the Plan are invested in Shares of Tyson (see below).

IV. Employer Contributions
Each participant who has completed at least one year of continuous service with Tyson or a participating affiliate shall be entitled to employer matching contributions on that participant’s employee contributions, if any, made following completion of the first year of service. The amount of the matching contribution on behalf of an eligible participant will be equal to a percentage (as determined by Tyson subject to a maximum cap) of the amount then being deferred by the participant, but without regard to deferrals in excess of 10% of Base Earnings. The actual percentage that applies to any participant within the foregoing guidelines may vary from time to time and may vary among different classes of employees. Participants will be separately notified of the percentage that applies to them at any point in time. The current matching rate is 25% of the first 10% of Base Earnings contributed by a participant. Matching contributions generally will be made at or about the same time as the payroll deductions for the employee contributions to which they relate.

Matching contributions may be suspended from time to time for one or more classes of employees. Affected employees will receive written notice before matching contributions are suspended.

V. Purchase and Delivery of Shares
All participant contributions plus the employer’s matching contributions are used to make purchases of the Shares on the open market or directly from Tyson. Shares are purchased at reasonable intervals on an aggregate basis with the aggregate amount of funds available used to buy whole Shares or multiples thereof. During the interim period between receipt of the funds and purchase of the Shares, no interest will be paid to participating employees. Cash dividends, if any, received with respect to Shares not yet delivered to participants are generally used to purchase additional Shares for the participating employees.

Shares acquired by the Plan are initially issued in the name of a brokerage firm with participating employees having an undivided interest in such Shares. Shares purchased from contributions made by a participant and Shares purchased from contributions made by Tyson will be issued only upon request from the participant setting forth the amount of Shares requested to be issued. Distribution requests will be processed on a weekly basis. However, requests for distribution of Shares purchased from employee contributions and dividends may not exceed the amount reflected on the participant’s most recent quarterly statement from the Plan and requests for distributions of Shares purchased from employer contributions may not exceed the amount reflected on the participant’s December 31 statement for the immediately preceding calendar year.

While an employee and for a limited period of time following termination of employment, a participant may sell back to the Company available Shares purchased under the Plan. If the Shares to be sold have not yet been distributed from the Plan, an eligible participant may sell the Shares to the Company by calling the voice response system at 1-800-850-4015 or by accessing the following Website: www.tysonbenefits.com. If a sale order is placed before 3:00 p.m. (Central Time) on a normal trading day, Shares will be purchased at the closing price per Share for that day. If a sale order is placed at or after 3:00 p.m. (Central Time) or on a day that is not a normal trading day, Shares will be purchased at the closing price per Share on the next normal trading day.

A participant’s undivided interest under the Plan in the Shares may not be assigned, sold, pledged or alienated except by testate or intestate succession or in the event a participant (or his beneficiary) can not reasonably be located in which case Shares may be subject to escheat.
under applicable state law. In addition, such undivided interest may not be encumbered by a lien or security interest of any kind and shall not liable for the debts of the participant or subject to attachment, or to any judgment rendered against the participant or to the process of any court in aid or execution of any judgment so rendered.

Unless the Committee may otherwise determine from time to time, participants shall have the right to vote all Shares purchased pursuant to the Plan prior to the distribution of such Shares to participants.

VI. Voluntary Withdrawal
An employee may withdraw from active participation in the Plan by calling the voice response system at 1-800-850-4015 or by accessing the following Website: www.tysonbenefits.com. The withdrawal will be given effect as soon as administratively practicable.

VII. Effect of Termination of Employment
Upon termination of employment, an employee’s participation in the Plan generally will be terminated effective with his or her last paycheck. As soon as possible after receipt of notice of termination of employment, any cash representing uninvested funds and the Shares to which the terminated employee is entitled will be forwarded to the employee at the address indicated in the Plan’s records. The death of a participant while an employee is treated like any other termination of employment. Shares and any uninvested cash will be forwarded to the (i) employee’s beneficiary validly designated by him under the Plan; (ii) to the employee’s spouse if there is no validly designated beneficiary; or (iii) if there is no spouse, to the executor or administrator of the employee’s estate.

VIII. Administration of the Plan
The Plan is administered by Tyson and there are no independent trustees, administrators or managers, as such. The Board of Directors of Tyson has appointed the Committee to exercise the authority of the Company in the administration of the Plan. The Committee consists of three members, as follows: David Van Bebber, Kenneth Kimbro and Lee Kidd. The Committee’s address is Tyson Foods, Inc, 2200 Don Tyson Parkway, Springdale, AR 72762.

The Committee is authorized to make all determinations necessary or advisable for administering the Plan. However, the Board of Directors of Tyson has the power, at any time, to remove members from or add members to such Committee. In addition, all vacancies on the Committee are filled by the Board. An individual member of the Committee may not participate in making any decisions of the Committee with respect to his or her own participation in the Plan.

IX. Costs
The cost of maintaining records and executing transfers under the Plan shall be paid by Tyson or allocated to and paid by a participating affiliate, as directed by the Board of Directors of Tyson. Brokerage expenses incurred in the purchase of Shares shall be included as part of the cost of the Shares to participating employees.

X. Adjustments Upon Changes in Stock and Reorganization
If any change is made in the Shares subject to the Plan (through merger, consolidation, reorganization, recapitalization, stock dividend, dividend in property other than cash, stock split, liquidating dividend, combination of Shares, exchange of Shares, change in corporate structure or otherwise), the maximum number of Shares and price per Share subject to outstanding rights under the Plan shall be adjusted automatically.

XI. Termination and Amendment of Plan
The Board of Directors or its delegate may alter, amend, suspend or terminate the Plan at any time in its discretion. If the Committee elects to terminate the Plan, it will send to each participant a stock certificate representing the number of whole Shares to which such participant is entitled, plus a check for the amount of any uninvested funds held for the participant’s account, except to the extent the Board of Directors determines otherwise.

In the event of a major capital reorganization of Tyson such as (i) a dissolution or liquidation of Tyson, (ii) a merger or consolidation in which Tyson is not the surviving corporation, (iii) a reverse merger in which Tyson is the surviving corporation, but the Shares of Tyson Class A Common Stock are converted into other property, or (iv) a capital reorganization in which 50% or more of the Shares are exchanged, the Plan shall terminate, unless another corporation assumes the responsibility of continuing the operation of the Plan or the Committee determines in its discretion that the Plan shall nevertheless continue in full force and effect.

XII. Employee Retirement Income Security Act
The Plan is not subject to any provision of the Employee Retirement Income Security Act of 1974 since it does not provide either retirement income to employees or deferral of income by employees for periods extending to the termination of their covered employment or beyond.

XIII. Restrictions on Resale
If you acquire Shares under the Plan and you are not an “affiliate” of Tyson within the meaning of Rule 405 under the Securities Act of 1933 (the “1933 Act”), you may generally resell to the public from time to time without registration or other restriction under the 1933 Act.

A person who is an “affiliate” of Tyson generally may resell Shares only in compliance with the exemptive provisions of Rule 144 promulgated by the Securities and Exchange Commission (the “SEC”) under the 1933 Act. Rule 144 defines an “affiliate” of a company as a person who directly, or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the company. Affiliates of a company generally include its directors, executive officers and principal shareholders and may include directors and executive officers of a company’s subsidiaries if they play a policy-making role at the company level. Generally, under Rule 144, any affiliate of Tyson selling registered securities is entitled to sell in brokers’ transactions, within any three-month period, a number of shares of Class A Common Stock that does not exceed the greater of (i) 1% of Tyson’s then outstanding Class A Common Stock or (ii) the average weekly trading volume of Tyson’s Class A Common Stock during the four weeks preceding the sale. In addition, sales of shares in reliance on Rule 144 are also subject to manner of sale provisions, notice requirements and the availability of current public information about Tyson. Affiliates holding registered shares are no longer subject to the volume restrictions and other limitations under Rule 144 beginning 90 days after an affiliate terminates. Any person who believes he or she may satisfy the definition of “affiliate” under Rule 405 should consult with counsel to determine whether he or she is subject to any resell restrictions.
XIV. Certain Tax Consequences Applicable to the Plan
The Plan is not intended to be a “qualified” plan under Section 401 or any other provision of the Internal Revenue Code of 1986, as amended. Accordingly, amounts withheld from a participant’s compensation, as well as a participant’s share of the Company’s matching contributions credited under this Plan, are immediately taxable to the participant for federal income tax purposes and may also be taxable under applicable state and local laws. Such taxable amount determines the participant’s cost basis in the Shares. Upon a disposition of the Shares, any gain or loss which may be realized will be treated for federal income tax purposes as long-term or short-term capital gain or loss.

The tax discussion set forth above is only a summary and is included herein for general information only. The tax consequences under the Plan may vary depending upon the particular circumstances of each participant. Individual participants should consult with their personal tax advisors in respect to any disposition of stock purchased under the Plan.

XV. Reports
The Committee shall provide quarterly reports to each participating employee under the Plan specifying his or her account balance and interest under the Plan. The Plan is administered on a calendar year basis.

XVI. Available Information
Tyson files annual, quarterly and special reports, proxy statements, and other information with the SEC. You may read and copy materials that Tyson has filed with the SEC, including the registration statement of Tyson Class A Common Stock, at the SEC public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at the SEC Public Reference Room at (202) 551-8090 for further information. Tyson’s SEC filings are also available to the public on the SEC’s Website at http://www.sec.gov.

XVII. Incorporation of Certain Documents by Reference
The SEC allows Tyson to “incorporate by reference” the information Tyson files with them, which means that Tyson can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of the information you need regarding participation in the Plan, and information that Tyson files later with the SEC will automatically update and supersede this information. Tyson incorporates by reference the documents listed below.

Annual Report: Tyson’s Annual Report on Form 10-K/A for the fiscal year ended October 2, 2010 (File Number: 001-14704).

Other Reports: All other reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 since the end of the fiscal year covered by the Annual Report described above (File Number: 001-14704).

Description of Common Stock: The description of Tyson Class A Common Stock contained in its Registration Statement on Form S-8A filed under the Securities Exchange Act of 1934 on October 14, 1997 (File Number: 001-14704) including any amendment or report filed for the purpose of updating such description.

In addition to the documents listed above, Tyson also incorporates by reference any future filings Tyson makes with the SEC pursuant to Sections 13, 14 and 15(d) of the Securities Exchange Act of 1934.

You may obtain a copy, at no charge, of these filings or obtain any additional information by telephoning Tyson at (479) 290-4000, or by writing to Tyson at 2200 Don Tyson Parkway, Springdale, Arkansas 72762 Attention: Plan Administrator—CP471.

Any statement contained in this document or in a document which is incorporated by reference, shall be deemed to be modified for purposes of this document to the extent that a statement contained herein or in any other subsequently dated document, which also is incorporated herein, modifies such statement. In addition, this document may be updated from time to time. The information provided herein or in any update is qualified by reference to the most current information provided in any update.

The preceding summary does not purport to be complete and is subject in all respects to the express terms of the Plan, a copy of which is kept on file with the Company and is available upon request. If you have any questions regarding the Plan or would like to obtain a copy of or additional information about the Plan, please contact the following:

Benefits Administrator, Tyson Foods, Inc., 2200 Don Tyson Parkway, Springdale, Arkansas 72762, Phone 479-290-4000

No person has been authorized to give any information or make any representations not contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorized by Tyson. This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy the securities described herein in any state to any person to whom it is unlawful to make such offer or solicitation. The delivery of this Prospectus at any time does not imply that the information herein is correct as of any time subsequent to the date hereof.