

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) **May 13, 2015**

Seaboard Corporation

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation)

1-3390

(Commission
File Number)

04-2260388

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

9000 W. 67th Street, Shawnee Mission, Kansas

(Address of principal executive offices)

66202

(Zip Code)

Registrant's telephone number, including area code **(913) 676-8800**

Not Applicable

(Former name or former address, if changed since last report.)

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:

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

Item 1.01 Entry into a Material Definitive Agreement

Seaboard TF Holdings, LLC (“Seaboard TF Holdings”), a subsidiary of Seaboard’s wholly-owned subsidiary, Seaboard Foods LLC, entered into the Seaboard Triumph Foods, LLC Subscription Agreement dated May 13, 2015 between Seaboard TF Holdings and Seaboard Triumph Foods, LLC (“STF”) pursuant to which Seaboard TF Holdings agrees to contribute up to \$207.4 million to STF, as needed in connection with the development and operation of a pork processing facility. STF is owned equally by Seaboard TF Holdings and Triumph Foods, LLC.

Item 8.01 Other Events

On May 14, 2015, Seaboard’s wholly-owned subsidiary, Seaboard Foods, issued a press release announcing that Seaboard Foods and Triumph Foods have organized a new joint venture entity, Seaboard Triumph Foods, LLC, which will construct a new pork processing facility in Sioux City, Iowa. In connection with organizing Seaboard Triumph Foods, LLC, Seaboard Foods and Triumph Foods entered into various agreements setting forth the terms of the joint venture, including an agreement to provide hogs to be processed at the facility.

The foregoing is a summary and does not purport to be a complete description of all terms and conditions of the agreements. The Seaboard Triumph Foods, LLC Subscription Agreement is included as Exhibit 10.1 and the full text of the press release is included as Exhibit 99.1 to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

Seaboard hereby furnishes the following exhibits:

10.1 Seaboard Triumph Foods, LLC Subscription Agreement dated May 13, 2015.

99.1 Press release of Seaboard Corporation dated May 14, 2015.

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 thereunto duly authorized.

DATE: May 14, 2015

Seaboard Corporation

by: /s/ Robert L. Steer
Robert L. Steer, Executive Vice President,
Chief Financial Officer

**SEABOARD TRIUMPH FOODS, LLC
SUBSCRIPTION AGREEMENT**

May 13, 2015

For good and valuable consideration, the undersigned subscriber (the “Subscriber”) hereby irrevocably subscribes for the number of Units in Seaboard Triumph Foods, LLC, a Delaware limited liability company (the “Company”), set forth on Exhibit A hereto under the heading “Seaboard Units” (the “Units”) at a price per Unit equal to \$10,000 (aggregate of \$207,400,000), subject to the terms and provisions of this Subscription Agreement (this “Subscription Agreement”) and the Operating Agreement of the Company (as it may be amended, modified or supplemented from time to time, the “Operating Agreement”), dated as of the date hereof, and agrees, as consideration for the Units, to pay the price for the Units set forth on Exhibit A hereto. The Subscriber will pay the purchase price for the Units, and the Company will issue such Units, at the times set forth on Exhibit A hereto. The Units shall have the rights, powers, restrictions and limitations of Units set forth in the Operating Agreement.

Notwithstanding anything herein to the contrary, it is understood, in accordance with Section 3.02(a) of the Operating Agreement, (i) that the amounts and timing of the payments otherwise set out on Exhibit A hereto shall be adjusted to reflect the amount of funds borrowed by the Company pursuant to any “Debt Financing” (as defined in the Operating Agreement), (ii) that the “Members” (as defined in the Operating Agreement) by mutual written consent, can also adjust the amounts and timing for payments otherwise set out on Exhibit A hereto based on the various factors (including, for example, the receipt, timing and amount of the Debt Financing and the time and cost of the projected components of “Capital Contributions” (as defined in the Operating Agreement)) forming the basis for the payments set forth in Exhibit A hereto, and (iii) that, unless and until the amounts or timing for the payments otherwise set out on Exhibit A are in fact adjusted in accordance with clauses (i) or (ii) of this sentence, the payments listed on Exhibit A shall be made in accordance with Exhibit A.

THE SUBSCRIBER UNDERSTANDS THAT THE UNITS ARE BEING ISSUED WITHOUT REGISTRATION UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “FEDERAL ACT”), OR UNDER THE SECURITIES LAWS OF ANY U.S. STATE (THE “STATE ACTS”), IN RELIANCE UPON EXEMPTIONS PROVIDED BY THE FEDERAL ACT AND THE STATE ACTS AND THE REGULATIONS PROMULGATED THEREUNDER.

The Subscriber further understands that such reliance is based in part upon its representations set forth below. The Subscriber hereby represents and warrants as follows:

1. The Subscriber understands that the Units have not been registered under the Federal Act or the State Acts, and, therefore, cannot be resold unless they are registered thereunder or unless an exemption from registration is available in the opinion of the Company and, if required by the Company, in the opinion of counsel to the Company. The Subscriber further understands that it is not contemplated that any registration of the Units will be made under the Federal Act or any State Act, or that the Company will take steps that make the provisions of Rule 144 under the Federal Act available to permit resale of the Units. The

Subscriber will not attempt to pledge, transfer, convey or otherwise dispose of the Units other than in compliance with the terms and conditions of the Operating Agreement.

2. The Subscriber is an “accredited investor” as such term is defined in Rule 501(a) of Securities and Exchange Commission Regulation D promulgated under the Federal Act.

3. The Subscriber is the sole party in interest as to the Units and is acquiring the Units for its own account, not with a view toward the resale or distribution thereof and with the intent of holding the Units indefinitely. The Subscriber has not offered or sold the Units within the meaning of the Federal Act or any State Act. The Subscriber does not contemplate the sale of the Units either currently or after the passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance. There is no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for, or that is likely to compel a disposition of, the Units. The Subscriber is not aware of any circumstance presently in existence that is likely in the future to prompt the distribution of the Units.

4. The Subscriber understands that it must continue to bear the economic risk associated with the Units for an indefinite period of time, because the Units have not been registered under the Federal Act or any State Act. The Subscriber is able to bear the economic risk associated with the Units for an indefinite period of time.

5. The Subscriber understands and agrees to all notices and restrictions on transfer set forth in the certificate representing the Units, the Operating Agreement and the Master Transfer Agreement (as defined in the Operating Agreement).

This Subscription Agreement (including the acceptance page hereto), constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Subscription Agreement may be amended only by a writing executed by both of the parties hereto.

This Subscription Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to Delaware choice of law rules.

This Subscription Agreement may be executed in multiple counterparts and by the parties hereto on separate counterparts which, taken together, shall constitute one binding agreement. This Subscription Agreement shall also be deemed duly executed, delivered and in full force and effect if (a) the Subscriber has properly executed a signature page to this Subscription Agreement, and (b) the Company has accepted the Subscriber’s subscription by properly executing an acceptance of the Subscriber’s subscription.

IN WITNESS WHEREOF, the undersigned Subscriber has executed and acknowledged this Subscription Agreement as of the date set forth below.

SUBSCRIBER:

SEABOARD TF HOLDINGS, LLC

By: /s/ Robert L. Steer
Name: Robert L. Steer
Title: Vice President

Date of Submission: May 13 , 2015

The foregoing subscription of Seaboard TF Holdings, LLC is hereby accepted.

SEABOARD TRIUMPH FOODS, LLC

By: /s/ Mark S. Campbell
Name: Mark S. Campbell
Title: Vice President

By: /s/ Terry J. Holton
Name: Terry J. Holton
Title: Vice President

Exhibit A

Schedule of Unit Issuances

[Omitted]

Seaboard Corporation undertakes to provide to the Securities and Exchange Commission Exhibit A, as requested, subject to Seaboard's right to request confidential treatment under the Freedom of Information Act.

PRESS RELEASE

Seaboard Foods and Triumph Foods announce plans to build new pork processing plant

Sioux City, Iowa (May 14, 2015) — Seaboard Foods and Triumph Foods announced today the formation of a joint venture, with equal ownership, to construct a new pork processing facility in Sioux City, Iowa, with site work expected to begin this summer and construction completed by July 2017.

The plant is expected to process about 3 million market hogs annually operating a single shift and employ approximately 1,100 persons, including approximately 200 salaried positions and 900 hourly production positions. The plant will be built on property in the Bridgeport West Industrial Park in Sioux City, located north of the Sioux Gateway Airport along the Missouri River.

A full line of fresh pork products for international, retail, food service, and further processing markets will be produced. Seaboard Foods will market and sell the pork produced by the plant. Currently, Seaboard Foods markets and sells fresh pork processed by Triumph Foods' St. Joseph, Mo., and Seaboard Foods, Guymon, Okla., plants to domestic markets under the PrairieFresh® Premium Pork brand and international markets under the Seaboard Farms® and St. Joe Pork® brands.

“Today’s announcement marks another step in strengthening our business partnership and position as a leading integrated food system providing customers domestically and throughout the world with premium pork focused on the highest standards for food safety and pork quality consistency,” says Terry Holton, Seaboard Foods president and CEO. “We look forward to the new opportunities the plant will bring to our customers as well as the Sioux City region.”

Mark Campbell, Triumph Foods CEO, adds, “When we started inquiring about expanding our business, we recognized the strong commitment and willingness to welcome Triumph Foods and Seaboard Foods to the City. Local leaders have built a business environment poised to bring growth to the region. We look forward to the new pork processing facility being part of that growth, and its staff being actively involved in the Sioux City community.”

Triumph Foods is owned exclusively by pork producers and Seaboard Foods is a wholly-owned subsidiary of Seaboard Corporation (NYSE MKT: “SEB”). Triumph Foods and Seaboard Foods are integrated food companies, with farm operations and pork processing, controlling the entire process every step of the way from before the farm to the plate. Together, Seaboard Foods and Triumph Foods have aligned their farm operations and pork processing, including genetics, pig nutrition, animal care, food safety and product quality, to ensure consistent, wholesome premium pork products to its customers. If the two companies were considered as a single combined entity, they would comprise the second largest hog producer, a top 5 U.S. pork processor, and a leading exporter of U.S. pork.

In addition to the new plant, Seaboard Foods and Triumph Foods own Daily’s® Premium Meats that has bacon processing plants in Salt Lake City, Utah and Missoula, Montana, and a third plant under construction in St. Joseph, Missouri. Daily’s markets and sells a variety of processed pork items from signature honey cured bacon to applewood smoked bacon to naturally smoked hams to breakfast sausages. The new pork processing plant will supply raw materials for Daily’s operations in addition to the Guymon and St. Joseph plants.

Sioux City was selected because of the existence of a shovel-ready industrial site location, transportation infrastructure, availability of market hogs in the region, and the pro-business

environment city leaders, the Iowa Economic Development Authority and the State of Iowa demonstrated throughout the site selection process.

Both Seaboard Foods and Triumph Foods share a strong commitment to stewardship and community involvement. Focused on being good neighbors, the pork processing facility will include a modern architecture design, customized landscaping for beautification and buffering from neighbors, and modern odor abatement technologies, as well as other environmentally friendly design features. Also, Triumph Foods and Seaboard Foods have made a commitment for the plant to support local civic and charitable organizations and community events.

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