TREEHOUSE FOODS, INC.

FORM 10-12B/A
(Amended Registration Statement)

Filed 6/9/2005

Address	2515 MCKINNEY AVENUE SUITE 1200
	DALLAS, Texas 75201
Telephone	214-303-3400
CIK	0001320695
Fiscal Year	12/31

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As filed with the Securities and Exchange Commission on June 9, 2005

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

FORM 10/A
(Amendment No. 1)

GENERAL FORM FOR REGISTRATION OF SECURITIES
Pursuant to Section 12(b) or 12(g) of
The Securities Exchange Act of 1934

TreeHouse Foods, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**20-2311383**
(State or Other Jurisdiction of Incorporation)	*(I.R.S. Employer Identification No.)*

c/o Dean Foods Company
2515 McKinney Avenue, Suite 1200
Dallas, Texas 75201

(Address of Principal Executive Offices — Zip Code)

(214) 303-3400
(Registrant's Telephone Number, Including Area Code)

Securities to be registered pursuant to Section 12(b) of the Act:

Title of Each Class to be so Registered	**Name of Each Exchange on which Each Class is to be Registered**
Common Stock, $0.01 Par Value Per Share	New York Stock Exchange, Inc.
Preferred Stock Purchase Rights	New York Stock Exchange, Inc.

Securities to be registered pursuant to Section 12(g) of the Act:

None

TREEHOUSE FOODS, INC.

CROSS-REFERENCE SHEET BETWEEN INFORMATION STATEMENT AND ITEMS OF FORM 10

I. INFORMATION INCLUDED IN THE INFORMATION STATEMENT AND INCORPORATED BY REFERENCE INTO THE REGISTRATION STATEMENT ON FORM 10

Certain information required to be included herein is incorporated by reference to specifically identified portions of the body of the information statement filed herewith as Exhibit 99.1. None of the information contained in the information statement shall be incorporated by reference herein or deemed to be a part hereof unless such information is specifically incorporated by reference.

Item No.	Caption	Location in Information Statement
1.	Business	"Summary," "Risk Factors," "The Distribution," "Our Relationship with Dean Foods After the Distribution," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Our Business and Properties," and "Where You Can Find More Information."
2.	Financial Information	"Summary," "Risk Factors," "Capitalization," "Selected Historical Combined Financial Data," "Unaudited Pro Forma Condensed Combined Financial Statements," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Index to Combined Financial Statements and Schedule" including the Combined Financial Statements and Schedule.
3.	Properties	"Our Business and Properties."
4.	Security Ownership of Certain Beneficial Owners and Management	"Ownership of Our Stock."
5.	Directors and Executive Officers	"Management" and "Executive Compensation."
6.	Executive Compensation	"Executive Compensation."
7.	Certain Relationships and Related Transactions	"Our Relationship with Dean Foods After the Distribution," "Capitalization," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Certain Relationships and Related Transactions."
8.	Legal Proceedings	"Our Business and Properties — Legal Proceedings."
9.	Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters	"Summary," "The Distribution," "Dividend Policy" and "Description of Our Capital Stock."
11.	Description of Registrant's Securities to be Registered	"Description of Our Capital Stock."
12.	Indemnification of Directors and Officers	"Limitation of Liability and Indemnification of Our Officers and Directors."
13.	Financial Statements and Supplementary Data	"Summary," "Selected Historical Combined Financial Data," "Unaudited Pro Forma Condensed Combined Financial Statements," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Index to Combined Financial Statements and Schedule" including the Combined Financial Statements and Schedule.

Item No.	Caption	Location in Information Statement
15.	Financial Statements and Exhibits	"Index to Combined Financial Statements and Schedule," including the Combined Financial Statements and Schedule.

(a) List of Combined Financial Statements and Schedule. The following Combined Financial Statements and Schedule are included in the information statement and filed as part of this Registration Statement:

Report of Independent Registered Public Accounting Firm.

TreeHouse Foods, Inc. Combined Balance Sheets as of March 31, 2005 (unaudited) and December 31, 2004 and 2003.

TreeHouse Foods, Inc. Combined Statements of Income for the Three Months Ended March 31, 2005 and 2004 (unaudited) and the Years Ended December 31, 2004, 2003 and 2002.

TreeHouse Foods, Inc. Combined Statements of Parent's Net Investment for the Three Months Ended March 31, 2005 (unaudited) and the Years Ended December 31, 2004, 2003 and 2002.

TreeHouse Foods, Inc. Combined Statements of Cash Flows for the Three Months Ended March 31, 2005 and 2004 (unaudited) and the Years Ended December 31, 2004, 2003 and 2002.

Notes to Combined Financial Statements.

Schedule II — Valuation and Qualifying Accounts.

(b) Exhibits. The following documents are filed as exhibits hereto:

Exhibit No.	Exhibit Description
2.1	Form of Distribution Agreement
3.1	Form of Restated Certificate of Incorporation of TreeHouse Foods, Inc.
3.2	Form of Amended and Restated By-Laws of TreeHouse Foods, Inc.
4.1	Form of TreeHouse Foods, Inc. Common Stock Certificate
4.2*	Stockholders Agreement, dated January 27, 2005, by and between TreeHouse Foods, Inc., Dean Foods Company, Sam K. Reed, David B. Vermylen, E. Nichol McCully, Thomas E. O'Neill, and Harry J. Walsh.
4.3	Form of Rights Agreement between TreeHouse Foods, Inc. and The Bank of New York, as rights agent
4.4	Form of Certificate of Designation of Series A Junior Participating Preferred Stock (attached as an Exhibit to the Rights Agreement filed as Exhibit 4.3 hereto)
4.5	Form of Rights Certificate (attached as an Exhibit to the Rights Agreement filed as Exhibit 4.3 hereto)
10.1*†	Employment Agreement, dated January 27, 2005, by and between TreeHouse Foods, Inc. and Sam K. Reed
10.2*†	Employment Agreement, dated January 27, 2005, by and between TreeHouse Foods, Inc. and David B. Vermylen
10.3*†	Employment Agreement, dated January 27, 2005, by and between TreeHouse Foods, Inc. and E. Nichol McCully
10.4*†	Employment Agreement, dated January 27, 2005, by and between TreeHouse Foods, Inc. and Thomas E. O'Neill
10.5*†	Employment Agreement, dated January 27, 2005, by and between TreeHouse Foods, Inc. and Harry J. Walsh

Exhibit No.	Exhibit Description
10.6*	Form of Subscription Agreement
10.7	Form of 2005 Long-Term Stock Incentive Plan
10.8	Form of Transition Services Agreement
10.9	Form of Employee Matters Agreement
10.10	Form of Tax Sharing Agreement
10.11	Form of Trademark License Agreement between Dean Foods Company and TreeHouse Foods, Inc.
10.12	Form of Trademark License Agreement between TreeHouse Foods, Inc. and Dean Foods Company, Dean Intellectual Property Services II, L.P. and Dean Specialty Intellectual Property Services, L.P.
10.13	Form of Co-Pack Agreement between Dean Foods Company and TreeHouse Foods, Inc.
10.14†	Form of Memorandum of Amendment to Stockholders Agreement and Employment Agreements of Sam K. Reed, David B. Vermylen, E. Nichol McCully, Thomas E. O'Neill, and Harry J. Walsh
21.1	List of Subsidiaries
99.1	Information Statement of TreeHouse Foods, Inc., subject to completion dated June 9, 2005

* Filed previously.

† Management contract or compensatory plan or arrangement.

II. INFORMATION NOT INCLUDED IN THE INFORMATION STATEMENT

Item 10. ***Recent Sales of Unregistered Securities.***

On January 27, 2005, TreeHouse Foods, Inc. ("TreeHouse") entered into a series of subscription agreements with Sam K. Reed, David B. Vermylen, E. Nichol McCully, Thomas E. O'Neill, and Harry J. Walsh, pursuant to which these individuals and certain family trusts affiliated with these individuals purchased an aggregate of 2,000 shares of our common stock, par value $.01 per share, representing approximately 1.7% of our outstanding common stock, for an aggregate purchase price of $10.0 million. The sales of these securities were exempt from registration under Section 4(2) of the Securities Act. The remaining 118,000 shares of TreeHouse's common stock, representing approximately 98.3% of the outstanding common stock of TreeHouse, are held indirectly by Dean Foods.

Item 14. ***Changes in and Disagreements with Accountants on Accounting and Financial Disclosure***

None.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized.

TreeHouse Foods, Inc.

By: /s/ Sam K. Reed

Sam K. Reed
Chief Executive Officer

Date: June 9, 2005

INDEX TO EXHIBITS

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† Management contract or compensatory plan or arrangement.

Exhibit 2.1

Form of Distribution Agreement

Dated as of [_____], 2005

Between

Dean Foods Company

and

TreeHouse Foods, Inc.

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FORM OF DISTRIBUTION AGREEMENT

THIS DISTRIBUTION AGREEMENT is made on [___], 2005 by and between Dean Foods Company, a Delaware corporation (" **Dean** "), and TreeHouse Foods, Inc., a Delaware corporation (" **TreeHouse** ").

WHEREAS, Dean, through its subsidiaries, operates the Specialty Foods Group, *MochaMix* ®, *SecondNature* ®, and food service dressings businesses (collectively, the " **Transferred Businesses** ");

WHEREAS, the Board of Directors of Dean has determined that it would be advisable and in the best interests of Dean and its stockholders for Dean to transfer and assign, or cause to be transferred and assigned, to TreeHouse substantially all the business, operations, assets and liabilities related to the Transferred Businesses;

WHEREAS, Dean desires to transfer and assign, or cause to be transferred or assigned, to the TreeHouse Parties the assets and properties of the Transferred Businesses and the TreeHouse Parties desire to accept the transfer and assignment of such assets and to assume, or cause to be assumed, the liabilities and obligations arising out of or relating to the Transferred Businesses (the " **Contribution** ");

WHEREAS, the Board of Directors of Dean has determined that it would be advisable and in the best interests of Dean and its stockholders for Dean to distribute on a pro rata basis to the holders of Dean's common stock, par value $0.01 per share (the " **Dean Common Stock** "), without any consideration being paid by the holders of such Dean Common Stock, all of the outstanding shares of TreeHouse common stock, par value $0.01 per share (together with the preferred share purchase rights associated therewith, the " **TreeHouse Common Stock** "), then owned by Dean (the " **Distribution** ");

WHEREAS, for federal income tax purposes, the Distribution is intended to qualify under Section 355 of the Internal Revenue Code of 1986, as amended (the " **Code** "); and

WHEREAS, it is appropriate and desirable to set forth the principal transactions required to effect the Contribution and Distribution and certain other agreements that will govern the relationship of Dean and TreeHouse following the Distribution.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto hereby agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.1 Definitions . As used in this Agreement, the following terms shall have the meanings set forth in this Section 1.1.

" Actions " means any action, claim, demand, suit, arbitration, inquiry, subpoena, discovery request, proceeding or investigation by or before any court or grand jury, any governmental or other regulatory or administrative entity, agency or commission or any arbitration tribunal, domestic or foreign.

" Affiliate " means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such Person. For the purpose of this definition, the term "control" means the power to direct the management of an entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the term "controlled" has the meaning correlative to the foregoing. After the Distribution, TreeHouse and Dean shall not be deemed to be under common control for purposes hereof due solely to the fact that TreeHouse and Dean have common stockholders.

" Agent " means The Bank of New York, the distribution agent appointed by Dean to distribute shares of TreeHouse Common Stock pursuant to the Distribution.

" Agreement " has the meaning set forth in the first paragraph of this Agreement.

" Assumed Actions " has the meaning set forth in Section 6.8(a).

" Assumed Liabilities " has the meaning set forth in Section 2.3.

" Balance Sheet " has the meaning set forth in Section 2.1(a).

" Co-Pack Agreement " means the Co-Pack Agreement, dated the date hereof, between Dean and TreeHouse.

" Code " has the meaning set forth in the Recitals.

" Contracts " has the meaning set forth in Section 2.1(h).

" Contribution " has the meaning set forth in the Recitals.

" Conveyancing Instruments " has the meaning set forth in Section 4.1.

" Copyrights " means United States and foreign copyrights, both registered and unregistered, along with the registrations and applications to register any such copyrights.

" Corporate Transactions " means, collectively, each of the mergers, transfers, conveyances, contributions, distributions, dividends, assignments, redemptions and other transactions described or contemplated by the Information Statement and the Private Letter Ruling (or in the various Private Letter Ruling request submissions made to the IRS in connection therewith).

" Dean " has the meaning set forth in the first paragraph of this Agreement.

" Dean Common Stock " has the meaning set forth in the Recitals.

" Dean Indemnified Parties " has the meaning set forth in Section 10.2.

" Dean Parties " means Dean and its Subsidiaries (including those formed or acquired after the date hereof).

" Dean Policies " has the meaning set forth in Section 8.2.

" Distribution " has the meaning set forth in the Recitals.

" Distribution Date " means the date on which the Distribution is paid to holders of Dean Common Stock on the Record Date.

" Employee Matters Agreement " means the Employee Matters Agreement, dated the date hereof, between Dean and TreeHouse.

" Employment Agreements " means the Employment Agreements, dated as of January 27, 2005, between TreeHouse and each of the Management Investors.

" Environmental Permits " has the meaning set forth in Section 6.1(b).

" Escalation Notice " has the meaning set forth in Section 11.1(a).

" Exchange Act " means the Securities Exchange Act of 1934, as amended.

" Expenses " means any and all expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified against hereunder (including court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals).

" Foreign Exchange Rate " means, with respect to any currency other than United States dollars, as of any date of determination, the average of the opening bid and asked rates on such date at which such currency may be exchanged for United States dollars as quoted by Citibank, N.A. (or any successor thereto or other major money center commercial bank agreed to by the Parties).

" Governmental Authority " means any foreign, federal, state, local or other government, governmental, statutory or administrative authority, regulatory body or commission or any court, tribunal or judicial or arbitral body.

" Indemnified Party " has the meaning set forth in Section 10.5(a).

" Indemnifying Party " has the meaning set forth in Section 10.5(a).

" Indemnity Payment " has the meaning set forth in Section 10.5(a).

" Information " has the meaning set forth in Section 12.1(a).

" Information Statement " has the meaning set forth in Section 6.7.

" Insurance Charges " has the meaning set forth in Section 8.6.

" Intercompany Agreements " means any Contract between Dean or one of its Subsidiaries and TreeHouse or one of its Subsidiaries entered into prior to the Distribution excluding this Agreement and the Operating Agreements.

" IRS " means the Internal Revenue Service.

" Letters of Credit " has the meaning set forth in Section 8.9.

" Liability " means any and all debts, liabilities and obligations, absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising (unless otherwise specified in this Agreement), including all costs and expenses relating thereto, and including, without limitation, those debts, liabilities and obligations arising under any law, rule, regulation, Action, threatened Action, order or consent decree of any Governmental Authority or any award of any arbitrator of any kind, and those arising under any contract, commitment or undertaking.

" Losses " means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, fees, expenses, deficiencies, claims or other charges, absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown (including, without limitation, the costs and expenses of any and all Actions, threatened Actions, demands, assessments, judgments, settlements and compromises relating thereto and attorneys' fees and any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any such Actions or threatened Actions).

" Management Investors " means Sam K. Reed, David B. Vermylen, E. Nichol McCully, Thomas E. O'Neill, and Harry J. Walsh.

" Material Governmental Approvals and Consents " means any material notices, reports or other filings to be made with or to, or any material consents, registrations, approvals, permits, clearances or authorizations to be obtained from, any Governmental Authority.

" Non-Permitted Names " has the meaning set forth in Section 6.9.

" NYSE " means the New York Stock Exchange, Inc.

" Operating Agreements " means the Transition Services Agreement, the Employee Matters Agreement, the Tax Sharing Agreement, the Trademark License Agreements, the Co-Pack Agreement, and any other agreement regarding the ongoing business and service relationships between the Dean Parties and TreeHouse following the Distribution.

" Owned Real Property " has the meaning set forth in Section 2.1(d)(i).

" Party " means Dean or TreeHouse.

" Patents " means United States and foreign patents and applications for patents, including any continuations, continuations-in-part, divisions, renewals, reissues and extensions thereof.

" Payment Period " has the meaning set forth in Section 6.6.

" Person " means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization or Governmental Authority.

" Personal Property Leases " has the meaning set forth in Section 2.1(e).

" Prime Rate " means the prime rate as published in The Wall Street Journal on the last day of the applicable Payment Period.

" Private Letter Ruling " means the private letter ruling received by Dean from the IRS on April 29, 2005.

" Privilege " has the meaning set forth in Section 12.8(a).

" Privileged Information " has the meaning set forth in Section 12.8(a).

" Real Estate Leases " has the meaning set forth in Section 2.1(d)(ii).

" Receivables " has the meaning set forth in Section 2.1(b)(i).

" Record Date " means the date determined by the Board of Directors of Dean as the record date for the Distribution.

" Registration Statement " has the meaning set forth in Section 6.7.

" Retained Assets " has the meaning set forth in Section 2.2.

" Retained Business " means the business of Dean and its Subsidiaries other than the Transferred Businesses.

" Retained Contracts " has the meaning set forth in Section 2.1(h).

" Retained Liabilities " has the meaning set forth in Section 2.4.

" Retained Names " has the meaning set forth in Section 2.2(e).

" SEC " means the United States Securities and Exchange Commission.

" Self Insurance Costs " has the meaning set forth in Section 8.9.

" Shared Contracts " means any Contract with a third Person that directly benefits both Dean and TreeHouse following the Distribution.

" Software " means computer software programs, in source code and object code form, including, without limitation, all related source diagrams, flow charts, specifications, documentation and all other materials and documentation necessary to allow a reasonably skilled third party programmer or technician to maintain, support or enhance the Software.

" Specified Employee Liabilities " means the following Liabilities of any Dean Party:

(a) any termination or severance payments or benefits owing or becoming payable to any Business Employee;

(b) any liability resulting from any collective bargaining agreement entered into between any Dean Party and a union representing a Business Employee, any liability resulting from TreeHouse's failure to assume any such collective bargaining agreement, or any liability resulting from any negotiation or any amendments or modifications to such collective bargaining agreements that TreeHouse negotiates or implements;

(c) any liability resulting from any Multiemployer Plan relating to the Transferred Businesses, including, but not limited to, any contribution required to be made to such Multiemployer Plan or any liability to such Multiemployer Plan that occurs as a result of the Distribution;

(d) any liability resulting from any Dean Welfare Plan or Non-ERISA Benefit Arrangement related to any Business Employee, including, but not limited to, any claims payable on or after the Distribution Date, any liability related to the continuation of coverage of Business Employees under the Dean Welfare Plans, and any premium payments due as of the Distribution Date;

(e) any liability resulting from any TreeHouse Welfare Plan;

(f) any liability resulting from any TreeHouse flexible spending account plan or any liability resulting from any Dean flexible spending account plan related to any Business Employee;

(g) any claims by any Business Employee for (i) weekly indemnity and short-term disability benefits and (ii) long-term disability benefits;

(h) any liability resulting from any agreement, including, but not limited to, confidentiality and non-compete agreements, entered into between any Dean Party and Business Employees;

(i) any liability resulting from any agreement entered into between any Dean Party and independent contractors providing services to the Transferred Businesses;

(j) any liability resulting from any wages, salary, incentive compensation, commissions and bonuses payable to Business Employees;

(k) any liability resulting from any immigration-related rights, obligations and liabilities related to Business Employees, including, but not limited to, all obligations, liabilities and undertakings of any labor condition applications filed on behalf of H-1B employees;

(l) any claims of discrimination in employment or employment practices, for any reason, including, without limitation, age, gender, race, religion or other legally protected category brought by Business Employees;

(m) any claims by Business Employees for workers' compensation;

(n) any liability resulting from any vacation, sick, personal, bereavement or flex day or holiday accrued by Business Employees;

(o) any liability resulting from any TreeHouse 401(k) Plan, TreeHouse Union 401(k) Plan, TreeHouse Pension Plan or TreeHouse Deferred Compensation Plan; and

(p) any liability resulting from any Dean 401(k) Plan, Dean Union 401(k) Plan or Dean Pension Plan related to any Business Employee.

All capitalized terms used in the preceding definition not defined in this Agreement shall have the meanings set forth in the Employee Matters Agreement. Notwithstanding the foregoing, "Specified Employee Liabilities" do not include any liabilities or claims described in paragraphs (a), (b), (h), (j), (k), (l) and (m) above that did not arise out of or in connection with, involve or in any way relate to, directly or indirectly, any Business Employee's employment by any of the Transferred Businesses.

" Stockholders Agreement " means the Stockholders Agreement dated as of January 27, 2005, among TreeHouse, Dean, the Management Investors and each other Person who becomes a party thereto.

" Subsidiary " means, when used with reference to any Person, any corporation or other organization whether incorporated or unincorporated of which at least a majority of the securities or interests having by the terms thereof ordinary voting power to elect at least a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries. After the Distribution, TreeHouse and Dean shall not be deemed to be under common control for purposes hereof due solely to the fact that TreeHouse and Dean have common stockholders.

" Taxes " means all federal, state, local or foreign taxes, charges, fees, duties, levies, imposts, rates or assessments, including, but not limited to, income, gross receipts, excise, property, sales, use, license, capital stock, transfer, franchise, payroll, withholding, social security, value added or other taxes, including any interest, penalties or additions to tax attributable thereto, and a "Tax" shall mean any one of such Taxes.

" Tax Sharing Agreement " means the Tax Sharing Agreement, dated the date hereof, between Dean and TreeHouse.

" Third Party Claim " has the meaning set forth in Section 10.6(a).

" Third Party Consents " has the meaning set forth in Section 6.4(a).

" Trademark License Agreements " means (a) the Trademark License Agreement, dated the date hereof, between Dean and TreeHouse and (b) the Trademark License Agreement, dated the date hereof, between TreeHouse and Dean, Dean Intellectual Property Services II, L.P., a Delaware limited partnership and Dean Specialty Intellectual Property Services, L.P., a Delaware limited partnership.

" Trademarks " means all United States, state and foreign trademarks, service marks, logos, trade dress and trade names, domain names, websites and all other trade identities whether registered or unregistered, including all goodwill associated with the foregoing, and all registrations and pending applications to register the foregoing.

" Transferred Actions " has the meaning set forth in Section 6.8(b).

" Transferred Assets " has the meaning set forth in Section 2.1.

" Transferred Businesses " has the meaning set forth in the recitals.

" Transferred Intellectual Property " has the meaning set forth in Section 2.1(g).

" Transition Services Agreement " means the Transition Services Agreement, dated the date hereof, between Dean and TreeHouse.

" TreeHouse " has the meaning set forth in the first paragraph of this Agreement.

" TreeHouse Common Stock " has the meaning set forth in the recitals.

" TreeHouse Distributable Share " means for each holder of record of Dean Common Stock as of the close of business on the Record Date one share of TreeHouse Common Stock for every [___] shares of Dean Common Stock outstanding and held of record by such holder at such time.

" TreeHouse Indemnified Parties " has the meaning set forth in Section 10.3.

" TreeHouse Parties " means TreeHouse and its Subsidiaries (including those formed or acquired after the date hereof).

" TreeHouse Share(s) " mean(s) each share of TreeHouse Common Stock.

Section 1.2 Interpretation . (a) In this Agreement, unless the context clearly indicates otherwise:

(i) words used in the singular include the plural and words used in the plural include the singular;

(ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement;

(iii) reference to any gender includes the other gender;

(iv) the word "including" means "including but not limited to";

(v) reference to any Article, Section, Exhibit or Schedule means such Article or Section of, or such Exhibit or Schedule to, this Agreement, as the case may be, and references in any Section or definition to any clause means such clause of such Section or definition;

(vi) the words “herein,” “hereunder,” “hereof,” “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof;

(vii) reference to any agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement;

(viii) reference to any law (including statutes and ordinances) means such law (including all rules and regulations promulgated thereunder) as amended, modified, codified or reenacted, in whole or in part, and in effect at the time of determining compliance or applicability;

(ix) relative to the determination of any period of time, “from” means “from and including,” “to” means “to but excluding” and “through” means “through and including”;

(x) accounting terms used herein shall have the meanings historically ascribed to them by Dean and its Subsidiaries based upon Dean’s internal financial policies and procedures in effect prior to the date of this Agreement;

(xi) if there is any conflict between the provisions of the body of this Agreement and the Exhibits or Schedules hereto, the provisions of the body of this Agreement shall control unless explicitly stated otherwise in such Exhibit or Schedule;

(xii) the titles to Articles and headings of Sections contained in this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Agreement;

(xiii) any portion of this Agreement obligating a Party to take any action or refrain from taking any action, as the case may be, shall mean that such Party shall also be obligated to cause its relevant Subsidiaries to take such action or refrain from taking such action, as the case may be; and

(xiv) unless otherwise specified in this Agreement, all references to dollar amounts herein shall be in respect of lawful currency of the United States.

(b) This Agreement was negotiated by the Parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against either Party shall not apply to any construction or interpretation hereof.

ARTICLE II.
BUSINESS SEPARATION

Section 2.1 Transfer of Transferred Businesses . As more fully set forth in this Article II and subject to the terms and conditions of this Agreement and the Operating Agreements, prior to the Distribution, Dean shall, and shall cause its Subsidiaries to, convey, assign, transfer, contribute and set over, or cause to be conveyed, assigned, transferred, contributed and set over,

to the TreeHouse Parties, and Dean and TreeHouse shall cause the TreeHouse Parties to accept and receive, all right, title and interest of Dean and its Subsidiaries in and to the properties, assets and rights of every nature, kind and description, tangible and intangible (including goodwill), whether real, personal or mixed, whether accrued, contingent or otherwise, that primarily relate to, or are primarily held for use in connection with, the Transferred Businesses (other than the Retained Assets) (all of such assets being hereinafter referred to as the " **Transferred Assets** "), including the following:

(a) *Balance Sheet Assets* . All assets reflected or disclosed on the unaudited balance sheet of the Transferred Businesses as of March 31, 2005 attached as Exhibit A hereto (the " **Balance Sheet** ") that primarily relate to, or are primarily held for use in connection with, the Transferred Businesses, subject to acquisitions, dispositions and adjustments in the operation of the Transferred Businesses from the date of the Balance Sheet through the Distribution Date;

(b) *Receivables* .

(i) All accounts receivable created after March 31, 2005, notes receivable, lease receivables, prepayments (other than prepaid insurance), advances and other receivables arising out of or produced by the Transferred Businesses and owing by any Persons (the " **Receivables** ") (it being understood and agreed that with respect to accounts receivable created prior to March 31, 2005 and arising out of or produced by the Transferred Businesses, Dean shall, in lieu of transferring such accounts, make a payment to TreeHouse in the amount of $[___] on the Distribution Date); and

(ii) All cash payments received after the Distribution Date on account of the Receivables;

(c) *Inventories* . All supplies, packaging, work-in-process and other inventories that primarily relate to, or are primarily held for use in connection with, the Transferred Businesses;

(d) *Owned Real Property and Real Estate Leases* .

(i) Those certain parcels of land described on Schedule 2.1(d)(i) (the " **Owned Real Property** ") and any and all improvements, fixtures, machinery, equipment and other property located on the premises demised under such Owned Real Property; and

(ii) Those certain real estate leases set forth on Schedule 2.1(d)(ii) (the " **Real Estate Leases** ") and any and all improvements, fixtures, machinery, equipment and other property located on the premises demised under such Real Estate Leases;

(e) *Personal Property Leases* . Those certain machinery, equipment or other tangible personal property leases (the " **Personal Property Leases** ") set forth on Schedule 2.1(e) ;

(f) *Equipment* . All fixtures, machinery, installations, equipment, computers, furniture, tools, spare parts, supplies, automobiles, trucks, materials, and other personal property that primarily relate to, or are primarily held for use in connection with, the Transferred Businesses;

(g) *Intellectual Property* . (i) All Copyrights, Patents and Trademarks set forth on Schedule 2.1(g) ; (ii) all Software used primarily in the Transferred Businesses, including the Software set forth on Schedule 2.1(g) ; (iii) all business and technical information, non-patented inventions, including the patent disclosures set forth on Schedule 2.1(g) , discoveries, processes, formulations, trade secrets, know-how and technical data that primarily relate to, or are primarily held for use in connection with, the Transferred Businesses made or conceived by employees, consultants or contractors of Dean or its Subsidiaries as to which Dean or its Subsidiaries have rights under any agreement or otherwise relating to the foregoing; (iv) all business and technical information, non-patented inventions, discoveries, processes, formulations, trade secrets, know-how and technical data that primarily relate to, or are primarily held for use in connection with, the Transferred Businesses made or conceived by third parties as to which Dean or its Subsidiaries have rights pursuant to executory agreements with said third parties relating to the foregoing; and (v) all permits, grants, contracts, agreements and licenses running to or from Dean or its Subsidiaries relating to the foregoing; and all rights that are associated with the foregoing (collectively, the " **Transferred Intellectual Property** ");

(h) *Contracts* . Except for the Contracts listed on Schedule 2.1(h) (the " **Retained Contracts** "), all of the contracts, agreements, arrangements, leases (other than Real Estate Leases and Personal Property Leases), manufacturers' warranties, memoranda, understandings and offers open for acceptance of any nature, whether written or oral that primarily relate to, or are primarily held for use in connection with, the Transferred Businesses (the " **Contracts** "), including the following:

(i) all Contracts related to acquisitions or divestitures of assets or stock, except to the extent indicated on Schedule 2.1(h)(i) ;

(ii) all supplier Contracts, including those set forth on Schedule 2.1(h)(ii) ;

(iii) all Contracts with third parties relating to services provided to, or for the benefit of, the Transferred Businesses, including those set forth on Schedule 2.1(h)(iii) ; and

(iv) the Shared Contracts set forth on Schedule 2.1(h)(iv) ; and

(v) any Contracts set forth on Schedule 2.1(h)(v).

(i) *Permits and Licenses* . All permits, approvals, licenses, franchises, authorizations or other rights granted by any Governmental Authority held or applied for by Dean and its Subsidiaries and that primarily relate to, or are primarily held for use in connection with, the Transferred Businesses or that relate primarily to the Transferred Assets, and all other consents, grants and other rights that are used primarily for the lawful ownership of the Transferred Assets or the operation of the Transferred Businesses, in each case to the extent legally transferable to TreeHouse;

(j) *Claims and Indemnities* . All rights, claims, demands, causes of action, judgments, decrees and rights to indemnity or contribution, whether absolute or contingent, contractual or otherwise, in favor of Dean or any of its Subsidiaries relating primarily to the Transferred Businesses, including the right to sue, recover and retain such recoveries and the right to continue in the name of Dean and its Subsidiaries any pending actions relating to the foregoing, and to recover and retain any damages therefrom (including all manufacturers'

warranties or guarantees related primarily to the Transferred Assets and all manufacturers' or third party service or replacement programs related primarily to the Transferred Assets);

(k) *Books and Records* . All books and records (including all records pertaining to customers, suppliers and personnel), wherever located, that primarily relate to, or are primarily held for use in connection with, the Transferred Businesses;

(l) *Supplies* . All office supplies, production supplies, spare parts, purchase orders, forms, labels, shipping material, art work, catalogues, sales brochures, operating manuals and advertising and promotional material and all other printed or written material that primarily relate to, or are primarily held for use in connection with, the Transferred Businesses;

(m) *Employee Benefit Assets* . Assets relating to the provision of benefits to present or former employees of the Transferred Businesses (including, without limitation, pension and other post-retirement benefit assets) or relating to the Specified Employee Liabilities; and

(n) *Other Assets* . All other assets, tangible or intangible, including all goodwill, that primarily relate to, or are primarily held for use in connection with, the Transferred Businesses, other than e-mail addresses.

Section 2.2 Retained Assets . Notwithstanding anything to the contrary herein, the following assets (the " **Retained Assets** ") are not, and shall not be deemed to be, Transferred Assets:

(a) cash and cash equivalents, any cash on hand or in bank accounts, certificates of deposit, commercial paper and similar securities, except for (i) deposits securing bonds, letters of credit, leases and all other obligations that primarily relate to, or are primarily held for use in connection with, the Transferred Businesses, and (ii) bank accounts of TreeHouse (it being understood and agreed that on or prior to the Distribution Date, Dean will sweep, and will be entitled to retain, any and all available cash in the bank accounts of TreeHouse);

(b) the Retained Contracts;

(c) any amounts accrued on the books and records of Dean or its Subsidiaries with respect to any Retained Liabilities;

(d) any right, title or interest in and to any prepaid insurance premiums for the Dean Policies existing immediately prior to the Distribution;

(e) the trade names "Dean," "Carb Conquest" and "Fieldcrest" (and any derivatives of any such trade name) and associated logos (collectively, the " **Retained Names** ") and all Trademarks other than the Trademarks set forth on Schedule 2.1(g) ;

(f) all Copyrights and Patents other than those set forth on Schedule 2.1(g) ; and

(g) all assets of Dean and its Subsidiaries other than the Transferred Assets.

Section 2.3 Assumption of Liabilities . In connection with the transactions contemplated by Section 2.1, and except as set forth in Section 2.4, TreeHouse shall, and shall cause the TreeHouse Parties to, assume on a joint and several basis with TreeHouse, and to pay, comply with and discharge all contractual and other Liabilities of Dean or its Subsidiaries arising out of the ownership or use of the Transferred Assets or the operation of the Transferred Businesses, whether due or to become due, including:

(a) all Liabilities of Dean and its Subsidiaries that are reflected, disclosed or reserved for on the Balance Sheet, as such Liabilities may be increased or decreased in the operation of the Transferred Businesses from the date of the Balance Sheet through the Distribution Date;

(b) all Liabilities of Dean and its Subsidiaries under or related to the Real Estate Leases, the Personal Property Leases and the Contracts, such assumption to occur as (i) assignee if such Real Estate Leases, Personal Property Leases and Contracts are assignable and are assigned or otherwise transferred to TreeHouse, or (ii) subcontractor, sublessee or sublicensee as provided in Section 6.2 if such assignment of such Real Estate Leases, Personal Property Leases and Contracts and/or proceeds thereof is prohibited by law, by the terms thereof or not permitted by the other contracting party;

(c) all Liabilities of any Dean Party related to the Business Employees (as defined in the Employee Matters Agreement) including, without limitation, the Specified Employee Liabilities;

(d) all Liabilities of Dean and its Subsidiaries related to any and all Actions asserting a violation of any law, rule or regulation arising out of the operations of the Transferred Businesses or the ownership or use of the Transferred Assets, whether before or after the Distribution Date and all Liabilities relating to Assumed Actions;

(e) all Liabilities for which TreeHouse is liable in accordance with the terms of the Operating Agreements;

(f) if registration of the TreeHouse Common Stock occurs and trading of the TreeHouse Common Stock commences, up to $12,500,000 of fees and expenses incurred by Dean and TreeHouse in connection with (i) drafting, negotiating and implementing this Agreement, the Stockholders Agreement, the Employment Agreements or any of the Operating Agreements and (ii) planning, analyzing and executing the Distribution; and

(g) all other Liabilities of Dean and its Subsidiaries arising out of the ownership or use of the Transferred Assets or the operation of the Transferred Businesses, whether existing on the date hereof or arising at any time or from time to time after the date hereof, and whether based on circumstances, events or actions arising heretofore or hereafter, whether or not such Liabilities shall have been disclosed herein, and whether or not reflected on the books and records of Dean and its Subsidiaries or TreeHouse and its Subsidiaries or the Balance Sheet.

The Liabilities described in this Section 2.3 are referred to in this Agreement collectively as the " **Assumed Liabilities** ."

Section 2.4 Retained Liabilities . Notwithstanding anything to the contrary in this Agreement, neither TreeHouse nor any of the other TreeHouse Parties shall assume any of the following Liabilities of the Dean Parties (the " **Retained Liabilities** "):

(a) Liabilities consisting of indebtedness for borrowed money (other than capital lease obligations) to, or guarantees for any such indebtedness of, Dean, any of its Affiliates (other than TreeHouse) or any third party;

(b) Liabilities for which Dean is liable in accordance with the terms of the Operating Agreements; and

(c) Liabilities arising out of the ownership or use of the Retained Assets or the operation of the Retained Business.

Section 2.5 Termination of Existing Intercompany Agreements . Except as otherwise expressly provided in this Agreement, the Operating Agreements, the Stockholders Agreement or as set forth on Schedule 2.5 , and except for all receivables accrued in the ordinary course of business of the Dean Parties and TreeHouse, all Intercompany Agreements and all other intercompany arrangements and course of dealings, whether or not in writing and whether or not binding, in effect immediately prior to the Distribution Date, shall be terminated and be of no further force and effect from and after the Distribution Date.

Section 2.6 Shared Contracts . (a) Notwithstanding anything in this Agreement to the contrary, with respect to Liabilities pursuant to, arising under or relating to any Shared Contract, such Liabilities shall be allocated between the Dean Parties, on the one hand, and the TreeHouse Parties on the other hand, as follows:

(i) first, if a Liability is incurred exclusively in respect of a benefit received by one Party, the Party receiving such benefit shall be responsible for such Liability; and

(ii) second, if a Liability cannot be so allocated under clause (i), such Liability shall be allocated between the Parties based on the relative proportions of total benefit received under the relevant Shared Contract. Notwithstanding the foregoing, each Party shall be responsible for any and all Liabilities arising out of or resulting from its breach of the relevant Shared Contract.

(b) If any of the Dean Parties, on the one hand, or any of the TreeHouse Parties, on the other hand, receive any benefit or payment under any Shared Contract that was intended for the other Party, the Party receiving such benefit or payment will use commercially reasonable efforts to deliver, transfer or otherwise afford such benefit or payment to the other Party.

(c) With respect to any Shared Contract that is transferred to TreeHouse pursuant to Section 2.1(h)(iv), TreeHouse shall exercise and exploit its rights under such Shared Contracts and take such other action as may be reasonably requested by Dean and at Dean's expense in order to place Dean in the same position it would have been if such Contract had not been transferred as contemplated hereby on the Distribution Date.

(d) With respect to any Shared Contract that is not transferred to TreeHouse pursuant to Section 2.1(h)(iv) and is instead retained by Dean, Dean shall exercise and exploit its rights under such Shared Contracts and take such other action as may be reasonably requested by TreeHouse and at TreeHouse's expense in order to place TreeHouse in the same position it would have been if such Contract had been transferred on the Distribution Date.

Section 2.7 Corporate Transactions . On or prior to the Distribution Date (but in any event prior to the Distribution), each of Dean and TreeHouse will, and will cause each of their respective Subsidiaries to, as applicable, take such commercially reasonable action or actions as are necessary to consummate the Corporate Transactions. Notwithstanding the foregoing, each of the Parties agrees that, at any time prior to the Distribution, the Corporate Transactions may be amended, modified or supplemented in any manner determined in good faith to be appropriate or necessary by Dean, including to qualify any of such transactions as a non-taxable transaction under the Code.

Section 2.8 Tax Matters . Notwithstanding anything in this Agreement to the contrary, the assumption or retention of any liabilities for Taxes and the transfer, retention or ownership of any Tax assets such as Tax refunds, Tax credits, or Tax attributes shall be governed exclusively by the Tax Sharing Agreement and to the extent there is any inconsistency between this Agreement and the Tax Sharing Agreement as to any Tax matter the terms of the Tax Sharing Agreement shall control.

ARTICLE III.
THE DISTRIBUTION

Section 3.1 Issuance and Delivery of TreeHouse Shares . TreeHouse shall issue to Dean the number of TreeHouse Shares required so that the total number of TreeHouse Shares held by Dean immediately prior to the Distribution is equal to the total number of TreeHouse Shares distributable by Dean pursuant to Section 3.2. Dean shall deliver to the Agent one or more stock certificates representing all TreeHouse Shares held by Dean, together with one or more stock power(s) endorsed in blank and, with respect to any uncertificated shares to be distributed pursuant to Section 3.2, shall take such steps as are necessary to permit such shares to be distributed in the manner described in Section 3.2. The Agent will distribute such shares in the manner described in Section 3.2.

Section 3.2 Distribution of TreeHouse Shares . Dean shall instruct the Agent to distribute the TreeHouse Distributable Share to each holder of record of Dean Common Stock at the close of business on the Record Date. Each distributed TreeHouse Share shall be validly issued, fully paid and nonassessable and free of preemptive rights. The shares of TreeHouse Common Stock distributed shall be distributed as uncertificated shares registered in book-entry form through the direct registration system. Except as required by applicable law, no certificates therefor shall be distributed. The Agent shall deliver an account statement to each holder of TreeHouse Common Stock reflecting such holder's ownership interest in shares of TreeHouse Common Stock.

Section 3.3 Treatment of Fractional Shares . No certificates or scrip representing fractional TreeHouse Shares shall be issued in the Distribution. In lieu of receiving fractional

shares, each holder of Dean Common Stock who would otherwise be entitled to receive a fractional TreeHouse Share pursuant to the Distribution will receive cash for such fractional share. Dean and TreeHouse shall instruct the Agent to determine the number of whole TreeHouse Shares and fractional TreeHouse Shares allocable to each holder of record of Dean Common Stock as of the close of business on Record Date, to aggregate all such fractional shares into whole shares and sell the whole shares obtained thereby in the open market at the then prevailing prices on behalf of holders who would otherwise be entitled to receive fractional share interests, and to distribute to each such holder such holder's ratable share of the total proceeds of such sale after making appropriate deductions of any amounts required for U.S. federal tax withholding purposes and after deducting any taxes attributable to the sale of such fractional share interests.

Section 3.4 Dean Board Action . The Dean Board of Directors shall, in its discretion, establish the Record Date and the Distribution Date and all appropriate procedures in connection with the Distribution. The Board of Directors of Dean shall also have the right to adjust the TreeHouse Distributable Share at any time prior to the Distribution. The consummation of the transactions provided for in this Article III shall only be effected after the Distribution has been declared by the Dean Board of Directors.

Section 3.5 Additional Approvals . Dean shall cooperate with TreeHouse in effecting any actions which are reasonably necessary or desirable to be taken by TreeHouse to effectuate the transactions referenced in or contemplated by this Agreement in a manner consistent with the terms hereof, including the preparation and implementation of appropriate plans, agreements and arrangements for employees of the Transferred Businesses and non-employee members of TreeHouse's Board of Directors.

ARTICLE IV.
BUSINESS SEPARATION CLOSING MATTERS

Section 4.1 Delivery of Instruments of Conveyance . In order to effectuate the transactions contemplated by Article II, the Parties shall execute and deliver, or cause to be executed and delivered, prior to or as of the Distribution such deeds, bills of sale, instruments of assumption, instruments of assignment, stock powers, certificates of title and other instruments of assignment, transfer, assumption and conveyance (collectively, the " **Conveyancing Instruments** ") as the Parties shall reasonably deem necessary or appropriate to effect such transactions.

Section 4.2 Delivery of Other Agreements . Prior to or as of the Distribution, the Parties shall execute and deliver, or shall cause to be executed and delivered, each of the Operating Agreements.

Section 4.3 Provision of Corporate Records . Prior to or as promptly as practicable after the Distribution, Dean shall deliver to TreeHouse all corporate books and records of the TreeHouse Parties and copies of all corporate books and records of the Dean Parties relating to the Transferred Businesses.

ARTICLE V.
NO REPRESENTATIONS AND WARRANTIES

Section 5.1 No Dean Representations or Warranties . Dean does not represent or warrant in any way (i) as to the value or freedom from encumbrance of, or any other matter concerning, any of the Transferred Assets or Assumed Liabilities or (ii) as to the legal sufficiency to convey title to any of the Transferred Assets on the execution, delivery and filing of the Conveyancing Instruments. ALL TRANSFERRED ASSETS ARE BEING TRANSFERRED ON AN "AS IS, WHERE IS" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MARKETABILITY, TITLE, VALUE, FREEDOM FROM ENCUMBRANCE OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, and the TreeHouse Parties shall bear the economic and legal risks that any conveyances of the Transferred Assets shall prove to be insufficient or that the TreeHouse Parties' title to any such Transferred Assets shall be other than good and marketable and free of encumbrances. Without limiting the Dean Parties' obligations set forth in any other provision of this Agreement, Dean does not represent or warrant that the obtaining of the consents or approvals, the execution and delivery of any amendatory agreements and the making of the filings and applications contemplated by this Agreement shall satisfy the provisions of all applicable agreements or the requirements of all applicable laws or judgments, and, subject to Section 6.3, the TreeHouse Parties shall bear the economic and legal risk that any necessary consents or approvals are not obtained or that any requirements of law or judgments are not complied with.

ARTICLE VI.
CERTAIN COVENANTS

Section 6.1 Material Governmental Approvals and Consents; Transition Environmental Matters . (a) The Parties will use commercially reasonable efforts to obtain any Material Governmental Approvals and Consents required by the transactions contemplated by this Agreement. Except with respect to Environmental Permits (which are addressed exclusively in Section 6.1(b) below), if and to the extent that the Parties do not obtain any Material Governmental Approval and Consent, unless prohibited by law or the terms of the applicable Material Governmental Approval and Consent, (i) the relevant Dean Party shall continue to be bound thereby, if applicable, and the purported transfer or assignment to any TreeHouse Party shall automatically be deemed deferred until such time as all legal impediments are removed and all necessary approvals or consents have been obtained; (ii) the TreeHouse Parties shall pay, perform and discharge fully all of the obligations of the Dean Parties thereunder from and after the Distribution, or such earlier time as such transfer or assignment would otherwise have taken place, and indemnify the Dean Parties for all Losses arising out of such performance by such TreeHouse Party; and (iii) the Dean Parties shall exercise or exploit their rights and options under all such Material Governmental Approvals and Consents and take such other action as may be reasonably requested by TreeHouse and at TreeHouse's expense in order to place TreeHouse in the same position it would have been if such approval or consent had been obtained on or prior to the Distribution Date. If and when any such Material Governmental Approval and Consent shall be obtained, the applicable Dean Party shall promptly assign or transfer (to the extent permissible) all of its rights and obligations thereunder to the applicable TreeHouse Party

without payment of further consideration, and the TreeHouse Party shall, without the payment of any further consideration therefor, assume such rights and obligations.

(b) From and after the Distribution Date, TreeHouse shall have sole responsibility (to the extent allowed by applicable law) for compliance with all terms and conditions of all environmental permits, licenses and other such authorizations held by the Dean Parties in respect of the Transferred Businesses (the " **Environmental Permits** "). During any interim period from and after the Distribution Date through completion of the transfer and/or reissuance to the TreeHouse Parties of any Environmental Permit, Dean shall provide the TreeHouse Parties (to the extent allowed by applicable law) with the benefits of such Environmental Permit and the TreeHouse Parties shall pay, perform, discharge and comply with fully all of the obligations of the Dean Parties thereunder from and after the Distribution Date, and TreeHouse shall indemnify the Dean Parties for all Losses arising out of such performance by such TreeHouse Party. The Dean Parties shall otherwise exercise or exploit their rights and options under all such Environmental Permits only as reasonably directed by TreeHouse and at TreeHouse's expense.

Section 6.2 Non-Assignable Contracts . If and to the extent that any Dean Party does not obtain any consent, approval or amendment necessary for the transfer or assignment to any TreeHouse Party of any Contract or other rights relating to the Transferred Businesses that would otherwise be transferred or assigned to such TreeHouse Party as contemplated by this Agreement or any other agreement or document contemplated hereby, (i) such Dean Party shall continue to be bound thereby and the purported transfer or assignment to such TreeHouse Party shall automatically be deemed deferred until such time as all legal impediments are removed and all necessary consents have been obtained, and (ii) unless not permitted by the terms thereof or by law, the TreeHouse Parties shall pay, perform and discharge fully all of the obligations of the Dean Parties thereunder from and after the Distribution, or such earlier time as such transfer or assignment would otherwise have taken place, and indemnify the Dean Parties for all Losses arising out of such performance by such TreeHouse Party. The Dean Parties shall, without further consideration therefor, pay and remit to the applicable TreeHouse Party promptly all monies, rights and other considerations received in respect of such performance. The Dean Parties shall exercise or exploit their rights and options under all such Contracts and take such other action as may be reasonably requested by TreeHouse and at TreeHouse's expense in order to place TreeHouse in the same position it would have been if such Contract had been transferred as contemplated hereby on the Distribution Date. If and when any such consent, approval or amendment shall be obtained or such Contract or other right or agreement shall otherwise become transferable or assignable or be able to be novated, the Dean Parties shall promptly assign or transfer and novate (to the extent permissible) all of their rights and obligations thereunder to the applicable TreeHouse Party without payment of further consideration, and the TreeHouse Party shall, without the payment of any further consideration therefor, assume such rights and obligations. To the extent that the transfer or assignment of any Contract or other right (or the proceeds thereof) pursuant to this Section 6.2 is prohibited by law or the terms thereof, this Section 6.2 shall operate to create a subcontract with the applicable TreeHouse Party to perform each relevant Contract or other right, agreement or document at a subcontract price equal to the monies, rights and other consideration received by the Dean Parties with respect to the performance by such TreeHouse Party. For purposes of this Section 6.2 , "Contract" shall be deemed to include Real Estate Leases and Personal Property Leases.

Section 6.3 Novation of Assumed Liabilities . (a) Except as otherwise specifically provided in Section 2.6 with respect to Shared Contracts and elsewhere in this Agreement, it is expressly understood and agreed to by the Parties that upon the assumption by the TreeHouse Parties of the Assumed Liabilities, the Dean Parties and their respective officers, directors and employees shall be released unconditionally by the TreeHouse Parties from any and all Liabilities, whether joint, several or joint and several, for the discharge, performance or observance of any of the Assumed Liabilities, so that the TreeHouse Parties will be solely responsible for such Assumed Liabilities.

(b) The TreeHouse Parties, at the reasonable request of any Dean Party, shall use commercially reasonable efforts to obtain, or cause to be obtained, any consent, approval, release, substitution or amendment required to novate or assign all obligations under the Assumed Liabilities, or to obtain in writing the unconditional release of all parties to such arrangements other than the TreeHouse Parties.

(c) If a TreeHouse Party is unable to obtain any such consent, approval, release, substitution or amendment required to novate or assign an obligation under an Assumed Liability, the applicable Dean Party shall continue to be bound by such Assumed Liability and, unless not permitted by law or the terms thereof, the TreeHouse Parties shall, as agent or subcontractor for the Dean Parties, pay, perform and discharge fully all of the obligations or other Liabilities of the Dean Parties thereunder from and after the Distribution Date. The TreeHouse Parties shall indemnify and hold harmless the Dean Parties against any Liabilities arising in connection with such Assumed Liability. Except as otherwise set forth in this Agreement, the Dean Parties shall, without further consideration, pay and remit, or cause to be paid or remitted, to the applicable TreeHouse Party promptly the after-tax amount of all money, rights and other consideration received by it in respect of such performance (unless any such consideration is a Retained Asset). If and when any such consent, approval, release, substitution or amendment shall be obtained or such Assumed Liability shall otherwise become assignable or be able to be novated, the applicable Dean Party shall thereafter assign, or cause to be assigned, all of their rights, obligations and other Liabilities thereunder to the applicable TreeHouse Party, without payment of further consideration, and the TreeHouse Parties shall, without the payment of any further consideration, assume such rights and obligations.

Section 6.4 Further Assurances . (a) In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws, regulations and agreements to consummate and make effective the Contribution, the Distribution and the other agreements and documents contemplated hereby. Without limiting the generality of the foregoing, each Party shall cooperate with the other Party to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain all consents, approvals or authorizations of, any Governmental Authority or any other Person under any permit, license, Contract or other instrument, and to take all such other actions as such Party may reasonably be requested to take by the other Party from time to time, consistent with the terms of this Agreement, in order to confirm the title of the TreeHouse Parties to all of the Transferred Assets, to put the applicable TreeHouse Party in actual possession and operating control thereof and to

permit the applicable TreeHouse Party to exercise all rights with respect thereto and to effectuate the provisions and purposes of this Agreement and the other agreements and documents contemplated hereby or thereby, including (i) the obtaining of all necessary actions or non-actions, waivers, consents and approvals from Governmental Authorities and the making of all necessary registrations and filings (including filings with Governmental Authorities) and the taking of all reasonable steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Authority, (ii) the obtaining of all necessary consents, approvals or waivers from third parties (" **Third Party Consents** "), (iii) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated hereby, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Authority vacated or reversed and (iv) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated by this Agreement. Notwithstanding the foregoing, the Parties shall fully cooperate and use commercially reasonable efforts to obtain all consents and approvals, to enter into all amendatory agreements and to make all filings and applications that may be required for the consummation of the transactions contemplated by this Agreement.

(b) If, as a result of mistake or oversight, any asset required for the conduct of the Transferred Businesses in all material respects in the manner in which the Transferred Businesses had been conducted immediately prior to the Distribution Date is not transferred to the applicable TreeHouse Party, or any asset required for the conduct of the Retained Business in all material respects in the manner in which the Retained Business had been conducted immediately prior to the Distribution Date is transferred to any TreeHouse Party, Dean and TreeHouse shall negotiate in good faith after the Distribution to determine whether such asset should be transferred to a TreeHouse Party or to a Dean Party, as the case may be, and the terms and conditions upon which such asset shall be made available to a TreeHouse Party or to a Dean Party, as the case may be. Unless expressly provided to the contrary in this Agreement or any Operating Agreement, if, as a result of mistake or oversight, any Liability arising out of or relating to the Transferred Businesses is retained by any Dean Party, or any Liability arising out of or relating to the Retained Business is assumed by any TreeHouse Party, Dean and TreeHouse shall negotiate in good faith after the Distribution to determine whether such Liability should be transferred to a TreeHouse Party or a Dean Party, as the case may be, and/or the terms and conditions upon which any such Liability shall be transferred.

Section 6.5 Collection of Accounts Receivable . (a) Following the Distribution, the Dean Parties shall be entitled to control all collection actions related to the Retained Business and the TreeHouse Parties shall be entitled to control all collection actions related to the Transferred Businesses (except for (i) accounts receivable created prior to March 31, 2005 and (ii) accounts receivable arising out of or produced by the *MochaMix* ®, *SecondNature* ® and foodservice dressings businesses, for which, in each case, the collection and remittance to TreeHouse will be performed by Dean in accordance with the terms of the Transition Services Agreement), in each case including the determination of what actions are necessary or appropriate and when and how to take any such action.

(b) If, after the Distribution, any TreeHouse Party shall receive any remittance from any account debtors with respect to the accounts receivable arising out of the Retained Business

or other amounts due any Dean Party in respect of services rendered by any Dean Party after the Distribution, or any Dean Party shall receive any remittance from any account debtors with respect to the accounts receivable arising out of the Transferred Businesses or other amounts due any TreeHouse Party in respect of services rendered by any TreeHouse Party after the Distribution, such Party shall receive and deposit such remittance and hold the same for the benefit of the other Party. The Parties shall reconcile any amounts held under this Section 6.5 on a monthly basis, with the difference between the amounts held by each Party for the benefit of the other being settled by a cash payment to be made as soon as practicable following such reconciliation and, in any event, no later than five business days following the completion of such reconciliation.

(c) Each Party shall deliver to the other such schedules and other information with respect to accounts receivable as each shall reasonably request from time to time in order to permit such Parties to reconcile their respective records and to monitor the collection of all accounts receivable. Each Party shall afford the other reasonable access to its books and records relating to any accounts receivable.

Section 6.6 Late Payments . Except as expressly provided to the contrary in this Agreement or in any Operating Agreement, any amount not paid when due pursuant to this Agreement or any Operating Agreement (and any amounts billed or otherwise invoiced or demanded and properly payable that are not paid within 30 days of the date of such bill, invoice or other demand) (the "Payment Period") shall accrue interest at a rate per annum equal to the Prime Rate plus 2%.

Section 6.7 Registration and Listing . Prior to the Distribution:

(a) Dean and TreeHouse shall cooperate with respect to the preparation of the registration statement on Form 10, including such amendments or supplements thereto as may be necessary (together, the " **Registration Statement** "), to effect the registration of the TreeHouse Common Stock under the Exchange Act. The Registration Statement shall include an information statement to be sent by Dean to its stockholders in connection with the Distribution (the " **Information Statement** "). TreeHouse and Dean shall use commercially reasonable efforts to cause the Registration Statement to become and remain effective under the Exchange Act as soon as reasonably practicable. As soon as practicable, after the Registration Statement becomes effective, Dean shall mail the Information Statement to the holders of Dean Common Stock.

(b) The Parties shall use commercially reasonable efforts to take all such action as may be necessary or appropriate under state and foreign securities and "Blue Sky" laws in connection with the transactions contemplated by this Agreement.

(c) Dean and TreeHouse shall prepare, and TreeHouse shall file and seek to make effective, an application for the listing of the TreeHouse Common Stock, subject to official notice of issuance. Dean shall, to the extent commercially reasonable, give notice of the Record Date in compliance with Rule 10b-17 of the Exchange Act.

(d) The Parties shall cooperate in preparing, filing with the SEC and causing to become effective any registration statements or amendments thereto that are necessary or appropriate in order to effect the transactions contemplated hereby.

Section 6.8 Litigation . (a) As of the Distribution, TreeHouse shall assume and, except as provided in Article VIII, pay all Liabilities that may result from the Assumed Actions and, subject to subsection (c) below, all fees and costs relating to the defense of the Assumed Actions, including reasonable attorneys' fees and costs. " **Assumed Actions** " means those cases, claims and investigations (i) in which any Dean Party or any Affiliate of a Dean Party, other than TreeHouse and its Subsidiaries, is a defendant or the party against whom the claim or investigation is directed, and (ii) which relates to the Transferred Businesses (other than with respect to Retained Liabilities), including those listed on Schedule 6.8(a) .

(b) On the Distribution Date, the Dean Parties shall transfer the Transferred Actions to TreeHouse, and TreeHouse shall receive and have the benefit of all of the proceeds of such Transferred Actions. " **Transferred Actions** " means those cases and claims (i) in which any Dean Party or any of its Affiliates is a plaintiff or claimant, and (ii) which relates to the Transferred Businesses (other than with respect to the Retained Assets), including those listed on Schedule 6.8(b) .

(c) On the Distribution Date, TreeHouse shall assume and shall diligently conduct, at its sole cost and expense, the defense of all Assumed Actions; *provided,* that Dean shall have the right to participate in such proceedings and to be represented by attorneys of its own choosing and at its sole cost and expense. In no event shall TreeHouse settle or compromise any such Assumed Action or Transferred Action without the express prior written consent of Dean unless (i) there is no finding or admission of any violation of any law or any violation of the rights of any Person by any Dean Party, (ii) there is no relief (either monetary or non-monetary) binding upon any Dean Party, and (iii) no Dean Party shall have any Liability with respect to any such settlement or compromise.

(d) Each Party agrees that at all times from and after the Distribution, if an Action is commenced by a third party naming both Parties as defendants thereto and with respect to which one Party is a nominal defendant, then the other Party shall use commercially reasonable efforts to cause such nominal defendant to be removed from such Action.

(e) The matters set forth on Schedule 6.8(e) shall be handled in accordance with the terms, conditions and procedures set forth on such schedule.

Section 6.9 Signs; Use of Company Name . Except as otherwise contemplated by this Agreement or any of the Operating Agreements, prior to December 31, 2005, the Parties, at TreeHouse's expense, shall remove (or, if necessary, on an interim basis cover up) any and all exterior and interior signs and identifiers on the Transferred Assets that refer or pertain to any Dean Party or the Retained Business, or that refer or pertain to TreeHouse or the Transferred Businesses on the Retained Assets. After such period, (i) the TreeHouse Parties shall not use or display any Retained Name, or any variations thereof, or other trademarks, any trade names, logos or identifiers using any of such names or otherwise owned by or licensed to any Dean Party that have not been assigned or licensed to TreeHouse, and (ii) the Dean Parties shall not

use or display any trademarks, trade names, logos or identifiers owned by or licensed to TreeHouse that have not been assigned or licensed to a Dean Party (collectively, the " **Non-Permitted Names** "), without the prior written consent of the other Party; *provided*, that notwithstanding the foregoing, nothing contained in this Agreement shall prevent either Party from using the other's name in public filings with Governmental Authorities, materials intended for distribution to either Party's stockholders or any other communication in any medium that describes the relationship between the Parties, including materials distributed to employees relating to the transition of employee benefit plans; and *provided further*, that TreeHouse shall be permitted to use its inventories of packaging and promotional materials and other supplies existing on the Distribution Date that bear any Retained Name.

ARTICLE VII.
CONDITIONS TO THE DISTRIBUTION

The obligation of Dean to effect the Distribution is subject to the satisfaction or the waiver by Dean of each of the following conditions:

Section 7.1 Approval by Dean Board of Directors . This Agreement and the transactions contemplated hereby, including the declaration of the Distribution, shall have been duly approved by the Board of Directors of Dean in accordance with applicable law and the certificate of incorporation and by-laws of Dean.

Section 7.2 IRS Private Letter Ruling . The Private Letter Ruling shall remain in effect as of the Distribution Date.

Section 7.3 Compliance with State and Foreign Securities and "Blue Sky" Laws . The Parties shall have taken all such action as may be necessary or appropriate under state and foreign securities and "blue sky" laws in connection with the Distribution.

Section 7.4 SEC Filings and Approvals . The Parties shall have prepared and TreeHouse shall, to the extent required under applicable law, have filed with the SEC any such documentation and no action letter requests that Dean reasonably determines are necessary or desirable to effectuate the Distribution, and each Party shall have obtained all necessary approvals or no action letters from the SEC.

Section 7.5 Effectiveness of Registration Statement; No Stop Order . The Registration Statement shall have been declared effective by the SEC, and no stop order suspending the effectiveness of the Registration Statement shall have been initiated or, to the knowledge of either of the Parties, threatened by the SEC.

Section 7.6 Dissemination of Information to Dean Stockholders . Prior to the Distribution, the Parties shall have prepared and mailed to the holders of Dean Common Stock such information concerning TreeHouse, its business, operations and management, the Distribution and such other matters as Dean shall reasonably determine and as may be required by law.

Section 7.7 Approval of NYSE Listing Application . The TreeHouse Common Stock to be distributed in the Distribution shall have been approved for listing on the NYSE, subject to official notice of issuance.

Section 7.8 Operating Agreements . Each of the Operating Agreements shall have been executed and delivered, and each of such agreements shall be in full force and effect.

Section 7.9 Consents . All Material Governmental Approvals and Consents required to permit the valid consummation of the Distribution shall have been obtained and be in full force and effect.

Section 7.10 No Actions . No order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Distribution or the other transactions contemplated by this Agreement (including a stop order with respect to the effectiveness of the Registration Statement) shall be in effect and no other event outside the control of Dean shall have occurred or failed to occur that prevents the consummation of the Distribution or the other transactions contemplated by this Agreement.

Section 7.11 No Material Adverse Effect . No other event or developments shall have occurred that, in the judgment of the Dean Board of Directors, would result in the Distribution having a material adverse effect on Dean or its stockholders.

Section 7.12 Opinions . Dean or TreeHouse, as the case may be, shall have received any and all legal opinions, in a form reasonably satisfactory to the Board of Directors of the applicable entity, as such Board of Directors shall determine in good faith to be reasonably necessary for it to authorize the consummation of the Distribution.

Section 7.13 Other Actions . Such other reasonable and customary actions as Dean shall determine to be reasonably necessary in order to assure the successful completion of the Distribution shall have been taken.

Section 7.14 Satisfaction of Conditions . The satisfaction of the foregoing conditions are for the sole benefit of Dean and shall not give rise to or create any duty on the part of Dean or the Dean Board of Directors to waive or not waive any such condition, to effect the Distribution or in any way limit Dean’s power of termination set forth in Section 13.11.

ARTICLE VIII.
INSURANCE MATTERS

Section 8.1 Insurance Prior to the Distribution Date . Except as may otherwise be expressly provided in this Article VIII, Dean and its Subsidiaries shall not have any Liability whatsoever as a result of the insurance policies and practices of Dean in effect at any time prior to the Distribution Date, including as a result of the level or scope of any such insurance, the creditworthiness of any insurance carrier, the terms and conditions of any policy and the adequacy or timeliness of any notice to any insurance carrier with respect to any claim or potential claim or otherwise.

Section 8.2 Ownership of Existing Policies and Programs . Dean or one or more of the other Dean Parties shall continue to own all property damage and business interruption, and liability insurance policies and programs, including, without limitation, primary and excess general liability, executive liability, automobile, workers' compensation, property damage and business interruption, crime and surety insurance policies, in effect on or before the Distribution Date (collectively, the " **Dean Policies** " and individually, a " **Dean Policy** "). Subject to the provisions of this Agreement, the Dean Parties shall retain all of their respective rights, benefits and privileges, if any, under the Dean Policies. Nothing contained herein shall be construed to be an attempted assignment of or a change to any part of the ownership of the Dean Policies. With respect to any claim relating to the Transferred Businesses or the Transferred Assets, Dean shall have sole responsibility for claims administration and financial administration of the policies set forth on Schedule 8.3 and such administration shall be governed solely by the terms of Sections 8.5 and 8.6

Section 8.3 Maintenance of Insurance for TreeHouse . Through the Distribution Date, Dean will maintain in full force and effect its existing insurance to the extent that it applies to the Transferred Assets or the Transferred Businesses, which insurance policies are set forth on Schedule 8.3 .

Section 8.4 Acquisition and Maintenance of Post-Distribution Insurance by TreeHouse . Commencing on and as of the Distribution Date, TreeHouse shall be responsible for establishing and maintaining separate property damage and business interruption and liability insurance policies and programs (including, primary and excess general liability, executive liability, automobile, workers' compensation, property damage and business interruption, crime, surety and other similar insurance policies) for activities and claims involving any TreeHouse Party or any of their Affiliates, in each case with commercially reasonable limits and deductibles. Each of the TreeHouse Parties and each of their Affiliates, as appropriate, shall be responsible for all administrative and financial matters relating to insurance policies established and maintained by the TreeHouse Parties and each of their Affiliates for claims relating to any period on or after the Distribution Date involving any TreeHouse Party or any of its Affiliates.

Section 8.5 Property Damage and Business Interruption Insurance Claims Administration for Pre-Distribution Claims . For property damage and business interruption losses related to the Transferred Assets or the Transferred Businesses which occur prior to the Distribution Date, Dean shall, at TreeHouse's request and to the extent consistent with Dean's past practice, prepare and process claims, including claims that are payable to the Dean Parties in whole or in part because of insurance or reinsurance in support of property damage and business interruption insurance maintained by Dean prior to the Distribution Date. Any amounts received by Dean (net of any costs, expenses, deductibles and other similar payments made by Dean) with respect to any such unresolved claims in existence on the Distribution Date that are settled subsequent to the Distribution Date shall be paid to TreeHouse within 5 business days of receipt thereof by Dean.

Section 8.6 Liability and Workers Compensation Insurance Claims Administration for Post-Distribution Claims . The Dean Parties shall have the sole right, responsibility and authority for liability and workers compensation claims administration and financial administration of pre-Distribution claims that relate to or affect the Dean Policies or that are uninsured due to the terms

of the Dean Policies. Upon notification by a TreeHouse Party or any of its Affiliates of a claim relating to a TreeHouse Party or any of its Affiliates under one or more of the Dean Policies, Dean shall cooperate with TreeHouse in asserting and pursuing coverage and payment for such claim by the appropriate insurance carrier(s). Except as set forth in Section 10.6, Dean shall have sole power and authority to make binding decisions, determinations, commitments and stipulations on its own behalf and on behalf of the TreeHouse Parties and their Affiliates, which decisions, determinations, commitments and stipulations shall be final and conclusive if reasonably made to maximize the overall economic benefit of the Dean Policies. The TreeHouse Parties and their Affiliates shall assume responsibility for, and shall pay to the appropriate insurance carriers or otherwise, any premiums, retrospectively-rated premiums, defense costs, indemnity payments, deductibles, retentions or uninsured costs arising from liability or workers compensation losses, which are uninsured because of coverage terms or conditions of the policies covering such losses, or other charges (collectively, " **Insurance Charges** ") whenever arising, which shall become due and payable under the terms and conditions of any applicable Dean Policy in respect of any liabilities, losses, claims, actions or occurrences, whenever arising or becoming known, arising out of the ownership, use or operation of any of the assets, businesses, operations or liabilities of any TreeHouse Party or any of its Affiliates, when the same relate to the period prior to, on or after the Distribution Date. To the extent that the terms of any applicable Dean Policy provide that any Dean Party shall have an obligation to pay or guarantee the payment of any Insurance Charges relating to any TreeHouse Party, Dean shall be entitled to demand that TreeHouse make such payment directly to the Person or entity entitled thereto. In connection with any such demand, Dean shall submit to TreeHouse a copy of any invoice or listing of claims received by Dean pertaining to such Insurance Charges together with appropriate supporting documentation. In the event that TreeHouse fails to pay any such Insurance Charges when due and payable, whether at the request of the Person entitled to payment or upon demand by Dean, any Dean Party may (but shall not be required to) pay such insurance charges for and on behalf of the TreeHouse Parties and, thereafter, the TreeHouse Parties shall forthwith reimburse Dean for such payment within 30 days. Subject to the other provisions of this Article VIII, the retention by Dean of the Dean Policies and the responsibility for claims administration and financial administration of such policies are in no way intended to limit, inhibit or preclude any right of TreeHouse, Dean or any other insured to insurance coverage for any insured claims under the Dean Policies.

Section 8.7 Non-Waiver of Rights to Coverage . An insurance carrier that would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto, or, solely by virtue of the provisions of this Article VIII, have any subrogation rights with respect thereto. It is expressly understood and agreed that no insurance carrier or any third party shall be entitled to a benefit (i.e. a benefit they would not be entitled to receive had no Distribution occurred or in the absence of the provisions of this Article VIII) by virtue of the provisions hereof.

Section 8.8 Scope of Affected Policies of Insurance . The provisions of this Article VIII relate solely to matters involving property, damage and business interruption, and liability insurance policies and programs, including, without limitation, primary and excess general liability, executive liability, automobile, workers' compensation, property damage and business interruption, crime and surety insurance policies, and shall not be construed to affect any obligation of or impose any obligation on the Parties with respect to any life, health and accident,

dental or medical or any other insurance policies applicable to any of the officers, directors, employees or other representatives of the Parties or their Affiliates.

Section 8.9 Letter of Credit Reimbursement . With respect to those states in which Dean is required to maintain standby letters of credit relating to workers compensation claims by employees of the Transferred Businesses (the "Letters of Credit"), TreeHouse shall reimburse Dean, on and after the Distribution Date, for all costs and expenses incurred by Dean in respect of the Letters of Credit (including any expenses incurred in arranging for such Letters of Credit). In addition, with respect to those states in which Dean maintains qualified self insurance programs relating to workers compensation claims by employees of the Transferred Businesses, TreeHouse shall reimburse Dean, on and after the Distribution Date, for the allocated portion of costs and expenses incurred by Dean in respect of such self insurance programs and any corresponding collateral (the "Self Insurance Costs"). For each twelve (12) month period (which initial period shall commence on the Distribution Date and end on the one-year anniversary thereof), Dean shall submit an invoice summarizing the costs and expenses by jurisdiction in respect of the Letters of Credit and the Self Insurance Costs to TreeHouse. Payment shall be made by TreeHouse no later than thirty (30) days after the invoice date. In addition, in the event any Letter of Credit is drawn by the beneficiary thereof, TreeHouse shall reimburse Dean for the amount of such drawing within five (5) days of Dean's demand therefor. The obligations of TreeHouse set forth in this Section 8.9 shall survive the Distribution Date indefinitely.

ARTICLE IX.
EXPENSES

Section 9.1 Allocation of Expenses . If registration of the TreeHouse Common Stock occurs and trading of the TreeHouse Common Stock commences on the NYSE, TreeHouse shall be responsible for, and shall pay, up to $12,500,000 of fees and expenses incurred by Dean and TreeHouse in connection with (i) drafting, negotiating and implementing this Agreement, the Stockholders Agreement, the Employment Agreements or any of the Operating Agreements and (ii) planning, analyzing and executing the Distribution. No later than ninety (90) days after the Distribution Date (or the termination of this Agreement, if earlier), Dean shall notify TreeHouse in writing of the fees and expenses to be reimbursed by TreeHouse pursuant to this Section 9.1, and TreeHouse shall promptly remit payment of such fees and expenses to Dean. Notwithstanding the foregoing, Dean shall be responsible for, and shall not be entitled to reimbursement of, its costs incurred in connection with the transfer of production out of the City of Industry South plant located in City of Industry, California to other Dean facilities.

ARTICLE X.
INDEMNIFICATION

Section 10.1 Release of Pre-Distribution Claims .

(a) Except as provided in Section 10.1(b), effective as of the Distribution Date, each Party does hereby, on behalf of itself and its respective Subsidiaries and Affiliates, successors and assigns and all Persons who at any time prior to the Distribution Date have been shareholders, directors, officers, agents or employees of either Party (in each case, in their respective capacities as such), remise, release and forever discharge the other Party, its respective

Subsidiaries and Affiliates, successors and assigns and all Persons who at any time prior to the Distribution Date have been shareholders, directors, officers, agents or employees of such Party (in each case, in their respective capacities as such), and their respective heirs, executors, administrators, successors and assigns, from any and all Liabilities whatsoever, whether at law or in equity (including any right of contribution), whether arising under any contract or agreement, by operation of law or otherwise, existing or arising from any acts or events occurring or failing to occur or alleged to have occurred or to have failed to occur or any conditions existing or alleged to have existed on or before the Distribution Date, including in connection with the transactions and all other activities to implement the Distribution.

(b) Nothing contained in Section 10.1(a) shall impair any right of any Person identified in Section 10.1(a) to enforce this Agreement, the Stockholders Agreement, the Employment Agreements, the Operating Agreements or any Shared Contract. Nothing contained in Section 10.1 (a) shall release any Person from:

(i) any Liability provided in or resulting from any agreement, arrangement, commitment or understanding of the Parties that is specified in Section 2.5 or the Schedule thereto as not to terminate as of the Distribution Date, or any other Liability specified in Section 2.5 as not to terminate as of the Distribution Date;

(ii) any Liability, contingent or otherwise, assumed, transferred, assigned, retained or allocated to a Party, its Subsidiaries or Affiliates in accordance with this Agreement, or any other Liability of any Party, its Subsidiaries or Affiliates under this Agreement;

(iii) any Liability that any Indemnified Party may have with respect to indemnification or contribution pursuant to this Agreement for claims brought against the Parties or their respective Subsidiaries or Affiliates by third Persons, which Liability shall be governed by the provisions of this Article X and, if applicable, the appropriate provisions of the Operating Agreements; or

(iv) any Liability the release of which would result in the release of any Person other than a Person released pursuant to Section 10.1 (a).

(c) Neither Party shall make, nor permit any of its Subsidiaries or Affiliates to make, any claim or demand, or commence any Action asserting any claim or demand, including any claim of contribution or indemnification, against the other Party, or any other Person released pursuant to Section 10.1(a), with respect to any Liability released pursuant to Section 10.1(a).

(d) It is the intent of each of the Parties by virtue of the provisions of this Section 10.1 to provide for a full and complete release and discharge of all Liabilities existing or arising from all acts and events occurring or failing to occur or alleged to have occurred or to have failed to occur and all conditions existing or alleged to have existed on or before the Distribution Date, between the Parties (including any contractual agreements or arrangements existing or alleged to exist between the Parties on or before the Distribution Date), except as expressly set forth in Section 10.1(b). At any time, at the reasonable request of either Party, the other Party shall execute and deliver releases reflecting the provisions hereof.

Section 10.2 Indemnification by TreeHouse . Except as provided in Section 10.5 and except as expressly provided in the Operating Agreements, TreeHouse shall, and shall cause each of the other TreeHouse Parties to, indemnify, defend and hold harmless the Dean Parties and each of their Affiliates, directors, officers, employees and agents, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the " **Dean Indemnified Parties** "), from and against any and all Expenses or Losses incurred or suffered by one or more of the Dean Indemnified Parties, in connection with, relating to, arising out of or due to, directly or indirectly, any of the following items:

(a) any claim that the information included in the Registration Statement or the Information Statement set forth on Schedule 10.2(a) is or was false or misleading with respect to any material fact or omits or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, regardless of whether the occurrence, action or other event giving rise to the applicable matter took place prior to or subsequent to the Distribution Date;

(b) the Transferred Businesses as conducted by the Dean Parties or their Affiliates or predecessors on or at any time prior to the Distribution Date;

(c) the Transferred Assets;

(d) the Assumed Liabilities;

(e) the Transferred Businesses not being operated in the ordinary course of business after the Distribution as a result of any action or failure to act by any TreeHouse Party, or any of the persons who served (or would have served had such person not retired or his employment been terminated voluntarily or involuntarily) or is serving, in each case, after the Distribution, as a director, officer or employee of any TreeHouse Party;

(f) the use by any TreeHouse Party after the Distribution of any Retained Name or any variation thereof, or other Trademarks, tradenames, logos or identifiers using any of such names or otherwise owned by or licensed to any Dean Party; and

(g) the breach by any TreeHouse Party of any covenant or agreement set forth in this Agreement, any Operating Agreement or any Conveyancing Instrument, in each case, regardless of when or where the loss, claim, accident, occurrence, event or happening giving rise to the Expense or Loss took place, or whether any such loss, claim, accident, occurrence, event or happening is known or unknown, or reported or unreported; and

(h) the matters set forth on Schedule 10.2(h).

Section 10.3 Indemnification by Dean . Except as provided in Section 10.5 and except as expressly provided in the Operating Agreements, Dean shall indemnify, defend and hold harmless TreeHouse and each of its Affiliates, directors, officers, employees and agents, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the " **TreeHouse Indemnified Parties** "), from and against any and all Expenses or Losses incurred or suffered by one or more of the TreeHouse Indemnified Parties in connection with, relating to, arising out of or due to, directly or indirectly, any of the following items:

(a) the business (other than the Transferred Businesses) conducted by the Dean Parties or their Affiliates or predecessors on or at any time prior to the Distribution Date;

(b) the assets owned by Dean or its Subsidiaries other than the Transferred Assets;

(c) the Liabilities (including the Retained Liabilities) of the Dean Parties other than the Assumed Liabilities;

(d) the breach by any Dean Party of any covenant or agreement set forth in this Agreement, any Operating Agreement or any Conveyancing Instrument, in each case, regardless of when or where the loss, claim, accident, occurrence, event or happening giving rise to the Expense or Loss took place, or whether any such loss, claim, accident, occurrence, event or happening is known or unknown, or reported or unreported; and

(e) any claim that the information (other than the information set forth on Schedule 10.2(a)) included in the Registration Statement or the Information Statement is or was false or misleading with respect to any material fact or omits or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, regardless of whether the occurrence, action or other event giving rise to the applicable matter took place prior to or subsequent to the Distribution Date.

Section 10.4 Applicability of and Limitation on Indemnification . EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE INDEMNITY OBLIGATION UNDER THIS ARTICLE X SHALL APPLY NOTWITHSTANDING ANY INVESTIGATION MADE BY OR ON BEHALF OF ANY INDEMNIFIED PARTY AND SHALL APPLY WITHOUT REGARD TO WHETHER THE LOSS OR EXPENSE FOR WHICH INDEMNITY IS CLAIMED HEREUNDER IS BASED ON STRICT LIABILITY, ABSOLUTE LIABILITY, ANY OTHER THEORY OF LIABILITY OR ARISES AS AN OBLIGATION FOR CONTRIBUTION.

Section 10.5 Adjustment of Indemnifiable Losses .

(a) The amount that any Party or any of its Affiliates (an " **Indemnifying Party** ") is required to pay to any Person entitled to indemnification hereunder (an " **Indemnified Party** ") shall be reduced by any insurance proceeds and other amounts actually recovered by or on behalf of such Indemnified Party in reduction of the related Expense or Loss. If an Indemnified Party receives a payment (an " **Indemnity Payment** ") required by this Agreement from an Indemnifying Party in respect of any Expense or Loss and subsequently actually receives Insurance Proceeds or other amounts in respect of such Expense or Loss, then such Indemnified Party shall pay to the Indemnifying Party a sum equal to the lesser of (1) the after-tax amount of such Insurance Proceeds or other amounts actually received or (2) the net amount of Indemnity Payments actually received previously. The Indemnified Party agrees that the Indemnifying Party shall be subrogated to such Indemnified Party under any insurance policy.

(b) An insurer who would otherwise be obligated to pay any claim shall not be relieved of the responsibility with respect thereto, or, solely by virtue of the indemnification provisions hereof, have any subrogation rights with respect thereto.

(c) Indemnity Payments (i) shall be increased to take into account any tax cost incurred by the Indemnified Party as a result of the receipt or accrual of Indemnity Payments hereunder, and (ii) shall be reduced to take into account any tax benefit actually realized by the Indemnified Party arising from incurrence or payment by the Indemnified Party of the related Expense or Loss. The parties intend that amounts paid by Dean to or for the benefit of TreeHouse, or by TreeHouse to or for the benefit of Dean, under this Article X shall be treated by the Parties, for all applicable tax purposes, as relating back to the time immediately before the Distribution as an adjustment to capital (i.e., a capital contribution or distribution), and accordingly as being not deductible by the payor and, to the fullest extent permitted by law, not includible in the taxable income of the recipient. The parties shall not take any position inconsistent with such intended tax treatment, except to the extent that a final determination (as defined in Section 1313 of the Code) with respect to the recipient party causes any such payment not to be so treated.

(d) In the event that an Indemnity Payment shall be denominated in a currency other than United States dollars, the amount of such payment shall be translated into United States dollars using the Foreign Exchange Rate for such currency determined in accordance with the following rules:

(i) with respect to an Expense or a Loss arising from payment by a financial institution under a guarantee, comfort letter, letter of credit, foreign exchange contract or similar instrument, the Foreign Exchange Rate for such currency shall be determined as of the date on which such financial institution shall have been reimbursed;

(ii) with respect to an Expense or a Loss covered by insurance, the Foreign Exchange Rate for such currency shall be the Foreign Exchange Rate employed by the insurance company providing such insurance in settling such Expense or Loss with the Indemnifying Party; and

(iii) with respect to an Expense or a Loss not covered by clause (i) or (ii) above, the Foreign Exchange Rate for such currency shall be determined as of the date that notice of the claim with respect to such Expense or Loss shall be given to the Indemnified Party.

Section 10.6 Procedures for Indemnification of Third Party Claims .

(a) If any third party shall make any claim or commence any arbitration proceeding or suit (collectively, a " **Third Party Claim** ") against any one or more of the Indemnified Parties with respect to which an Indemnified Party intends to make any claim for indemnification against a TreeHouse Party under Section 10.2 or against a Dean Party under Section 10.3, such Indemnified Party shall promptly give written notice to the Indemnifying Party describing such Third Party Claim in reasonable detail. Notwithstanding the foregoing, the failure of any Indemnified Party to provide notice in accordance with this Section 10.6(a) shall not relieve the related Indemnifying Party of its obligations under this Article X, except to the extent that such Indemnifying Party is actually prejudiced by such failure to provide notice.

(b) The Indemnifying Party shall have 30 days after receipt of the notice referred to in Section 10.6(a) to notify the Indemnified Party that it elects to conduct and control the defense of

such Third Party Claim. If the Indemnifying Party does not give the foregoing notice, the Indemnified Party shall have the right to defend, contest, settle or compromise such Third Party Claim in the exercise of its exclusive discretion subject to the provisions of Section 10.6(c), and the Indemnifying Party shall, upon request from any of the Indemnified Parties, promptly pay to such Indemnified Parties in accordance with the other terms of this Section 10.6(b) the amount of any Expense or Loss resulting from their liability to the third party claimant. If the Indemnifying Party gives the foregoing notice, the Indemnifying Party shall have the right to undertake, conduct and control, through counsel reasonably acceptable to the Indemnified Party, and at its sole expense, the conduct and settlement of such Third Party Claim, and the Indemnified Party shall cooperate with the Indemnifying Party in connection therewith, provided that (i) the Indemnifying Party shall not thereby permit any lien, encumbrance or other adverse charge to thereafter attach to any asset of any Indemnified Party; (ii) the Indemnifying Party shall not thereby permit any injunction against any Indemnified Party; (iii) the Indemnifying Party shall permit the Indemnified Party and counsel chosen by the Indemnified Party and reasonably acceptable to the Indemnifying Party to monitor such conduct or settlement and shall provide the Indemnified Party and such counsel with such information regarding such Third Party Claim as either of them may reasonably request (which request may be general or specific), but the fees and expenses of such counsel chosen by the Indemnified Party (including allocated costs of in-house counsel and other personnel) shall be borne by the Indemnified Party unless (A) the Indemnifying Party and the Indemnified Party shall have mutually agreed to the retention of such counsel or (B) the named parties to any such Third Party Claim include the Indemnified Party and the Indemnifying Party and in the reasonable opinion of counsel to the Indemnified Party representation of both parties by the same counsel would be inappropriate due to actual or likely conflicts of interest between them, in either of which cases the reasonable fees and disbursements of counsel for such Indemnified Party (including allocated costs of in-house counsel and other personnel) shall be paid by the Indemnifying Party; and (iv) the Indemnifying Party shall agree promptly to reimburse to the extent required under this Article X the Indemnified Party for the full amount of any Expense or Loss resulting from such Third Party Claim and all related expenses incurred by the Indemnified Party. In no event shall the Indemnifying Party, without the prior written consent of the Indemnified Party, settle or compromise any claim or consent to the entry of any judgment that does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such claim.

If the Indemnifying Party shall not have undertaken the conduct and control of the defense of any Third Party Claim as provided above, the Indemnifying Party shall nevertheless be entitled through counsel chosen by the Indemnifying Party and reasonably acceptable to the Indemnified Party to monitor the conduct or settlement of such claim by the Indemnified Party, and the Indemnified Party shall provide the Indemnifying Party and such counsel with such information regarding such Third Party Claim as either of them may reasonably request (which request may be general or specific), but all costs and expenses incurred in connection with such monitoring shall be borne by the Indemnifying Party.

(c) So long as the Indemnifying Party is contesting any such Third Party Claim in good faith, the Indemnified Party shall not pay or settle any such Third Party Claim. Notwithstanding the foregoing, the Indemnified Party shall have the right to pay or settle any such Third Party Claim, provided that in such event the Indemnified Party shall waive any right

to indemnity therefor by the Indemnifying Party, and no amount in respect thereof shall be claimed as an Expense or a Loss under this Article X.

If the Indemnified Party determines in its reasonable good faith judgment that the Indemnifying Party is not contesting such Third Party Claim in good faith, the Indemnified Party shall have the right to undertake control of the defense of such Third Party Claim upon five days written notice to the Indemnifying Party and thereafter to defend, contest, settle or compromise such Third Party Claim in the exercise of its exclusive discretion.

If the Indemnified Party shall have undertaken the conduct and control of the defense of any Third Party Claim as provided above, the Indemnified Party, on not less than 45 days prior written notice to the Indemnifying Party, may make settlement (including payment in full) of such Third Party Claim, and such settlement shall be binding upon the Parties for the purposes hereof, unless within said 45-day period the Indemnifying Party shall have requested the Indemnified Party to contest such Third Party Claim at the expense of the Indemnifying Party. In such event, the Indemnified Party shall promptly comply with such request and the Indemnifying Party shall have the right to direct the defense of such claim or any litigation based thereon subject to all of the conditions of Section 10.6(b). Notwithstanding anything in this Section 10.6 (c) to the contrary, if the Indemnified Party, in the good-faith belief that a claim may materially and adversely affect it other than as a result of money damages or other money payments, advises the Indemnifying Party that it has determined to settle a claim, the Indemnified Party shall have the right to do so at its own cost and expense, without any requirement to contest such claim at the request of the Indemnifying Party, but without any right under the provisions of this Article X for indemnification by the Indemnifying Party.

(d) To the extent that, with respect to any claim governed by Section 9 of the Tax Sharing Agreement, there is any inconsistency between the provisions of such Section 9 and of this Section 10.6, the provisions of Section 9 of the Tax Sharing Agreement shall control with respect to the conduct, defense and settlement of such claim.

Section 10.7 Procedures for Indemnification of Direct Claims . Any claim for indemnification on account of an Expense or a Loss made directly by the Indemnified Party against the Indemnifying Party and that does not result from a Third Party Claim shall be asserted by written notice from the Indemnified Party to the Indemnifying Party specifically claiming indemnification hereunder. Such Indemnifying Party shall have a period of 45 days after the receipt of such notice within which to respond thereto. If such Indemnifying Party does not respond within such 45-day period, such Indemnifying Party shall be deemed to have accepted responsibility to make payment and shall have no further right to contest the validity of such claim. If such Indemnifying Party does respond within such 45-day period and rejects such claim in whole or in part, such Indemnified Party shall be free to pursue resolution as provided in Article XI.

Section 10.8 Contribution . If the indemnification provided for in this Article X is unavailable to an Indemnified Party in respect of any Expense or Loss arising out of or related to information contained in the Registration Statement or the Information Statement, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Expense or Loss in such

proportion as is appropriate to reflect the relative fault of the TreeHouse Indemnified Parties, on the one hand, or the Dean Indemnified Parties, on the other hand, in connection with the statements or omissions that resulted in such Expense or Loss. The relative fault of any TreeHouse Indemnified Party, on the one hand, and of any Dean Indemnified Party, on the other hand, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission of a material fact relates to information supplied by the Transferred Businesses or a TreeHouse Indemnified Party, on the one hand, or by the Retained Business or a Dean Indemnified Party, on the other hand.

Section 10.9 Remedies Cumulative . The remedies provided in this Article X shall be cumulative and, subject to the provisions of Article XI, shall not preclude assertion by an Indemnified Party of any other rights or the seeking of any and all other remedies against any Indemnifying Party.

Section 10.10 Survival . All covenants and agreements of the Parties contained in this Agreement relating to indemnification shall survive the Distribution Date indefinitely, unless a specific survival or other applicable period is expressly set forth herein.

ARTICLE XI.
DISPUTE RESOLUTION

Section 11.1 Escalation and Mediation .

(a) The Parties agree to use commercially reasonable efforts to resolve expeditiously any dispute, controversy or claim between them with respect to the matters covered hereby that may arise from time to time on a mutually acceptable negotiated basis. In furtherance of the foregoing, any Party involved in a dispute, controversy or claim may deliver a notice (an " **Escalation Notice** ") demanding an in-person meeting involving representatives of the Parties at a senior level of management of the Parties (or if the Parties agree, of the appropriate strategic business unit or division within such entity). A copy of any such Escalation Notice shall be given to the General Counsel, or like officer or official, of each Party involved in the dispute, controversy or claim (which copy shall state that it is an Escalation Notice pursuant to this Agreement). Any agenda, location or procedures for such discussions or negotiations between the Parties may be established by the Parties from time to time; *provided , however* , that the Parties shall use commercially reasonable efforts to meet within 30 days of the Escalation Notice.

(b) The Parties may agree to retain a mediator, acceptable to both Parties, to aid the Parties in their discussions and negotiations by informally providing advice to the Parties. Any opinion expressed by the mediator shall be strictly advisory and shall not be binding on the Parties, nor shall any opinion expressed by the mediator be admissible in any action or proceeding. The mediator shall be selected by the Party that did not deliver the applicable Escalation Notice from the list of individuals to be supplied to the Parties by JAMS/Endispute, the American Arbitration Association or such entity mutually agreeable to the Parties. Costs of the mediator shall be borne equally by the Parties involved in the matter, except that each Party shall be responsible for its own expenses.

Section 11.2 Continuity of Service and Performance . Unless otherwise agreed in writing, the Parties will continue to provide service and honor all other commitments under this Agreement and each Operating Agreement during the course of dispute resolution pursuant to the provisions of this Article XI with respect to all matters not subject to such dispute, controversy or claim.

Section 11.3 Choice of Forum . Any mediation hereunder shall take place in the State of Delaware, unless otherwise agreed in writing by the Parties.

Section 11.4 Ability to Pursue Other Legal Remedies . For the avoidance of doubt, nothing in this Article XI shall prevent any Party from pursuing any and all remedies available to it in connection with a dispute relating to this Agreement, the Stockholders Agreement or any of the Operating Agreements if the Parties are unable to otherwise resolve such dispute in accordance with the foregoing procedures.

ARTICLE XII.
ACCESS TO INFORMATION AND SERVICES

Section 12.1 Agreement for Exchange of Information . (a) At all times from and after the Distribution Date for a period of five years, as soon as reasonably practicable after written request: (i) Dean shall afford to TreeHouse, its Subsidiaries and their authorized accountants, counsel and other designated representatives reasonable access during normal business hours, at TreeHouse's expense and provide copies of, all records, books, contracts, instruments, data, documents and other information (collectively, " **Information** ") in the possession or under the control of Dean immediately following the Distribution Date that relates to TreeHouse, the Transferred Businesses or the employees of the Transferred Businesses; and (ii) TreeHouse shall afford to Dean, its Subsidiaries and their authorized accountants, counsel and other designated representatives reasonable access during normal business hours to, or, at Dean's expense, provide copies of, all Information in the possession or under the control of TreeHouse immediately following the Distribution Date that relates to Dean, the Retained Business or the employees of Dean; *provided*, that in the event that either Party determines that any such provision of or access to Information could be commercially detrimental, violate any law or agreement or waive any attorney-client privilege, the Parties shall take all reasonable measures to permit the compliance with such obligations in a manner that avoids any such harm or consequence.

(b) Either Party may request Information under Section 12.1(a), (i) to comply with reporting, disclosure, filing or other requirements imposed on the requesting party (including under applicable securities or tax laws) by a Governmental Authority having jurisdiction over the requesting party, (ii) for use in any other judicial, regulatory, administrative, tax or other proceeding or in order to satisfy audit, accounting, claims defense, regulatory filings, litigation, tax or other similar requirements, (iii) for use in compensation, benefit or welfare plan administration or other bona fide business purposes or (iv) to comply with its obligations under this Agreement or any Operating Agreement. The rights and obligations under this Article XII are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange or confidential treatment of Information set forth in this Agreement or any Operating Agreement or Shared Contract.

Section 12.2 Ownership of Information . Any Information owned by one Party that is provided to a requesting Party pursuant to Section 12.1 shall be deemed to remain the property of the providing Party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed to grant or confer rights of license or otherwise in any such Information.

Section 12.3 Compensation for Providing Information . The Party requesting Information agrees to reimburse the providing Party for the reasonable costs, if any, of creating, gathering and copying such Information, to the extent that such costs are incurred for the benefit of the requesting Party. Except as otherwise specifically provided in this Agreement, such costs shall be computed in accordance with the providing Party's standard methodology and procedures.

Section 12.4 Retention of Records . To facilitate the possible exchange of Information pursuant to this Article XII after the Distribution Date, the Parties agree to use commercially reasonable efforts to retain all Information in their respective possession or control on the Distribution Date in accordance with the policies and procedures of Dean as in effect on the Distribution Date or such other procedures as may reasonably be adopted by the applicable Party after the Distribution Date. No party will destroy, or permit any of its Subsidiaries or Affiliates to destroy, any Information that the other Party may have the right to obtain pursuant to this Agreement prior to the fifth anniversary of the date hereof, and thereafter without first using commercially reasonable efforts to notify the other Party of the proposed destruction and giving the other Party the opportunity to take possession of such Information prior to such destruction; *provided,* that in the case of any Information relating to taxes, the parties' obligations with respect to record retention will be as set forth in Section 10.02(b) of the Tax Sharing Agreement.

Section 12.5 Limitation of Liability . No Party shall have any liability to the other Party (i) if any Information exchanged or provided pursuant to this Agreement that is an estimate or forecast, or that is based on an estimate or forecast, is found to be inaccurate, in the absence of gross negligence or willful misconduct by the Party providing such Information, or (ii) if any Information is destroyed after commercially reasonable efforts to comply with the provisions of Section 12.4.

Section 12.6 Production of Witnesses . At all times from and after the Distribution Date, each Party shall use commercially reasonable efforts to make available to the other Party (without cost (other than reimbursement of actual out-of-pocket expenses) to, and upon prior written request of, the other Party) its directors, officers, employees and agents as witnesses to the extent that the same may reasonably be required by the other Party in connection with any Action (except in the case of any Action by one Party against the other Party) in which the requesting Party may from time to time be involved with respect to the Transferred Businesses, the Retained Business or any transactions contemplated hereby.

Section 12.7 Confidentiality . From and after the Distribution Date, each of Dean and TreeHouse shall hold, and shall cause their respective directors, officers, employees, agents, consultants, advisors and other representatives to hold, in strict confidence, with at least the same degree of care that applies to Dean's confidential and proprietary information pursuant to policies in effect as of the Distribution Date or such other procedures as may reasonably be adopted by the applicable Party after the Distribution Date, all non-public information

concerning or belonging to the other Party or any of its Subsidiaries or Affiliates obtained by it prior to the Distribution Date, accessed by it pursuant to Section 12.1, or furnished to it by the other Party or any of its Subsidiaries or Affiliates pursuant to this Agreement or any agreement or document contemplated hereby, including, without limitation, any trade secrets, technology, know-how and other non-public, proprietary intellectual property rights licensed pursuant to the Trademark License Agreements and shall not release or disclose such information to any other Person, except their representatives, who shall be bound by the provisions of this Section 12.7; *provided , however* , that Dean and TreeHouse and their respective directors, officers, employees, agents, consultants, advisors and other representatives may disclose such information if, and only to the extent that, (i) a disclosure of such information is compelled by judicial or administrative process or, in the opinion of such Party's counsel, by other requirements of law (in which case the disclosing Party will provide, to the extent practicable under the circumstances, advance written notice to the other Party of its intent to make such disclosure), or (ii) such Party can show that such information (A) is published or is or has otherwise become available to the general public as part of the public domain without breach of this Agreement; (B) has been furnished or made known to the recipient without any obligation to keep it confidential by a third party under circumstances which are not known to the recipient to involve a breach of the third party's obligations to a Party hereto; (C) was developed independently of information furnished to the recipient under this Agreement; or (D) in the case of information furnished after the Distribution Date, was not known to the recipient at the time of the Distribution but became known to the recipient prior to the time of receipt thereof from the other Party.

Section 12.8 Privileged Matters . (a) Each of Dean and TreeHouse agrees to maintain, preserve and assert all privileges, including, without limitation, privileges arising under or relating to the attorney-client relationship (which shall include without limitation the attorney-client and work product privileges), not heretofore waived, that relate to the Transferred Businesses and the Transferred Assets for any period prior to the Distribution Date (" **Privilege** " or " **Privileges** "). Each Party acknowledges and agrees that any costs associated with asserting any Privilege shall be borne by the Party requesting that such privilege be asserted. Each Party agrees that it shall not waive any Privilege that could be asserted under applicable law without the prior written consent of the other Party. The rights and obligations created by this Section 12.8 shall apply to all information relating to the Transferred Businesses as to which, but for the Distribution, either Party would have been entitled to assert or did assert the protection of a Privilege (" **Privileged Information** "), including without limitation, (i) any and all information generated prior to the Distribution Date but which, after the Distribution, is in the possession of either Party; and (ii) all information generated, received or arising after the Distribution Date that refers to or relates to Privileged Information generated, received or arising prior to the Distribution Date.

(b) Upon receipt by either Party of any subpoena, discovery or other request that may call for the production or disclosure of Privileged Information or if either Party obtains knowledge that any current or former employee of Dean or TreeHouse has received any subpoena, discovery or other request that may call for the production or disclosure of Privileged Information, such Party shall notify promptly the other Party of the existence of the request and shall provide the other Party a reasonable opportunity to review the information and to assert any rights it may have under this Section 12.8 or otherwise to prevent the production or disclosure of Privileged Information. Each Party agrees that it will not produce or disclose any information

that may be covered by a Privilege under this Section 12.8 unless (i) the other Party has provided its written consent to such production or disclosure (which consent shall not be unreasonably withheld), or (ii) a court of competent jurisdiction has entered a final, nonappealable order finding that the information is not entitled to protection under any applicable Privilege.

(c) Dean's transfer of books and records and other information to TreeHouse, and Dean's agreement to permit TreeHouse to possess Privileged Information existing or generated prior to the Distribution Date, are made in reliance on TreeHouse's agreement, as set forth in Sections 12.7 and 12.8, to maintain the confidentiality of Privileged Information and to assert and maintain all applicable Privileges. The access to information being granted pursuant to Section 12.1, the agreement to provide witnesses and individuals pursuant to Section 12.6 and the transfer of Privileged Information to TreeHouse pursuant to this Agreement shall not be deemed a waiver of any Privilege that has been or may be asserted under this Section 12.8 or otherwise. Nothing in this Agreement shall operate to reduce, minimize or condition the rights granted to Dean in, or the obligations imposed upon TreeHouse by, this Section 12.8.

ARTICLE XIII.
MISCELLANEOUS

Section 13.1 Entire Agreement . This Agreement and the Operating Agreements, including the Schedules and Exhibits referred to herein and therein and the documents delivered pursuant hereto and thereto, constitute the entire agreement between the Parties with respect to the subject matter contained herein or therein, and supersede all prior agreements, negotiations, discussions, understandings, writings and commitments between the Parties with respect to such subject matter.

Section 13.2 Choice of Law and Forum . This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Delaware and the federal laws of the United States of America applicable therein, as though all acts and omissions related hereto occurred in Delaware.

Section 13.3 Amendment . This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties.

Section 13.4 Waiver . Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently given for the purposes of this Agreement if, as to any Party, it is in writing signed by an authorized representative of such Party. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, or in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

Section 13.5 Partial Invalidity . Wherever possible, each provision hereof shall be interpreted in such a manner as to be effective and valid under applicable law, but in case any

one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Section 13.6 Execution in Counterparts . This Agreement may be executed in one or more counterparts, each of which shall be deemed an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties.

Section 13.7 Successors and Assigns . This Agreement and each Operating Agreement shall be binding upon and inure to the benefit of the Parties hereto and thereto, respectively, and their successors and permitted assigns; *provided* , *however* , that the rights of either Party under this Agreement and each Operating Agreement shall not be assignable by such Party without the prior written consent of the other Party. The successors and permitted assigns hereunder shall include, without limitation, any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, liquidation (including successive mergers or liquidations) or otherwise).

Section 13.8 Third Party Beneficiaries . Except to the extent otherwise provided in Article X or in any Operating Agreement, the provisions of this Agreement and each Operating Agreement are solely for the benefit of the Parties and their respective Affiliates, successors and permitted assigns and shall not confer upon any third Person any remedy, claim, liability, reimbursement or other right in excess of those existing without reference to this Agreement or any Operating Agreement. Nothing in this Agreement or any Operating Agreement shall obligate Dean or TreeHouse to assist any TreeHouse employee to enforce any rights such employee may have with respect to any of the employee benefits described in this Agreement.

Section 13.9 Notices . All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed given upon (a) a transmitter's confirmation of a receipt of a facsimile transmission (but only if followed by confirmed delivery of a standard overnight courier the following business day or if delivered by hand the following business day), (b) confirmed delivery of a standard overnight courier or when delivered by hand or (c) the expiration of five business days after the date mailed by certified or registered mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice):

If to Dean, to:

Dean Foods Company
2515 McKinney Avenue
Suite 1200
Dallas, Texas 75201
Telephone: (214) 303-3413
Fax: (214) 303-3853
Attention: General Counsel

with a copy (which shall not constitute effective notice) to:

Wilmer Cutler Pickering Hale and Dorr LLP
2445 M Street, N.W.
Washington, D.C. 20037
Telephone: (202) 663-6000
Fax: (202) 663-6363
Attention: Erika L. Robinson

If to TreeHouse, to:

TreeHouse Foods, Inc.
857-897 School Place
P.O. Box 19057
Green Bay, Wisconsin 54307
Telephone: (920) 497-7131
Fax: (920) 497-4604
Attention: General Counsel

with a copy (which shall not constitute effective notice) to:

Winston and Strawn LLP
35 W. Wacker Drive
Chicago, Illinois 60601
Telephone: (312) 558-5600
Fax: (312) 558-5700
Attention: Bruce A. Toth

Either party may, by written notice to the other parties, change the address or the party to which any notice, request, instruction or other documents is to be delivered.

Section 13.10 Performance . Each Party shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Subsidiary or Affiliate of such Party.

Section 13.11 Termination . Notwithstanding any provisions hereof, this Agreement may be terminated and the Distribution abandoned at any time prior to the Distribution Date by and in the sole discretion of the Board of Directors of Dean without the prior the approval of any Person but subject to the rights of the parties under the Stockholders Agreement. In the event of such termination, this Agreement shall forthwith become void and no Person shall have any liability to any other Person by reason of this Agreement.

[*signature page follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date first above written.

DEAN FOODS COMPANY

By: _____
Name:
Title:

TREEHOUSE FOODS, INC.

By: _____
Name:
Title:

Exhibit 3.1

FORM OF RESTATED CERTIFICATE OF INCORPORATION

OF

TREEHOUSE FOODS, INC.

FIRST: The name of the Corporation is TreeHouse Foods, Inc.

SECOND: The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 50,000,000 shares, consisting of (i) 40,000,000 shares of common stock, $.01 par value per share ("Common Stock"), and (ii) 10,000,000 shares of preferred stock, $.01 par value per share ("Preferred Stock").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A COMMON STOCK .

1. General . The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock of any series as may be designated by the Board of Directors upon any issuance of the Preferred Stock of any series.

2. Voting . The holders of the Common Stock shall have voting rights at all meetings of stockholders, each such holder being entitled to one vote for each share thereof held by such holder; provided , however , that, except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Restated Certificate of Incorporation (which, as used herein, shall mean the certificate of incorporation of the Corporation, as amended from time to time, including the terms of any certificate of designations of any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Restated Certificate of Incorporation. There shall be no cumulative voting.

The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders

of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware.

3. Dividends . Dividends may be declared and paid on the Common Stock from funds lawfully available therefor as and when determined by the Board of Directors and subject to any preferential dividend or other rights of any then outstanding Preferred Stock.

4. Liquidation . Upon the dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary, holders of Common Stock will be entitled to receive all assets of the Corporation available for distribution to its stockholders, subject to any preferential or other rights of any then outstanding Preferred Stock.

B PREFERRED STOCK .

Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors of the Corporation as hereinafter provided. Any shares of Preferred Stock which may be redeemed, purchased or acquired by the Corporation may be reissued except as otherwise provided by law.

Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by resolution or resolutions providing for the issuance of the shares thereof, to determine and fix the number of shares of such series and such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, conversion rights, redemption privileges and liquidation preferences, as shall be stated and expressed in such resolutions, all to the full extent now or hereafter permitted by the General Corporation Law of the State of Delaware. Without limiting the generality of the foregoing, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to the Preferred Stock of any other series to the extent permitted by law.

The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242 (b)(2) of the General Corporation Law of the State of Delaware.

FIFTH: Except as otherwise provided herein, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute and this Restated Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

SIXTH: In furtherance and not in limitation of the powers conferred upon it by the laws of the State of Delaware, and subject to the terms of any series of Preferred Stock, the Board of Directors shall have the power to adopt, amend, alter or repeal the Corporation’s By-laws. The affirmative vote of a majority of the directors present at any regular or special meeting of the

Board of Directors at which a quorum is present shall be required to adopt, amend, alter or repeal the Corporation's By-laws. The Corporation's By-laws also may be adopted, amended, altered or repealed by the affirmative vote of the holders of at least seventy-five percent (75%) of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors, in addition to any other vote required by this Restated Certificate of Incorporation. Notwithstanding any other provisions of law, this Restated Certificate of Incorporation or the By-Laws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least seventy-five percent (75%) of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article SIXTH.

SEVENTH: Except to the extent that the General Corporation Law of the State of Delaware prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) pursuant to Section 174 (or any successor provision) of the General Corporation Law of the State of Delaware or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

EIGHTH: The Corporation shall provide indemnification as follows:

1. Actions, Suits and Proceedings Other than by or in the Right of the Corporation . The Corporation shall indemnify each person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) (all such persons being referred to hereafter as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such action, suit or proceeding and any appeal therefrom, if Indemnitee acted in good faith and in a manner which Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with

respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

2. Actions or Suits by or in the Right of the Corporation . The Corporation shall indemnify any Indemnitee who was or is a party to or threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that Indemnitee is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such action, suit or proceeding and any appeal therefrom, if Indemnitee acted in good faith and in a manner which Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Corporation, except that no indemnification shall be made under this Section 2 in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged to be liable to the Corporation, unless, and only to the extent, that the Court of Chancery of Delaware shall determine upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such expenses (including attorneys' fees) which the Court of Chancery of Delaware shall deem proper.

3. Indemnification for Expenses of Successful Party . Notwithstanding any other provisions of this Article, to the extent that an Indemnitee has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article EIGHTH, or in defense of any claim, issue or matter therein, or on appeal from any such action, suit or proceeding, Indemnitee shall be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by or on behalf of Indemnitee in connection therewith. Without limiting the foregoing, if any action, suit or proceeding is disposed of, on the merits or otherwise (including a disposition without prejudice), without (i) the disposition being adverse to Indemnitee, (ii) an adjudication that Indemnitee was liable to the Corporation, (iii) a plea of guilty or nolo contendere by Indemnitee, (iv) an adjudication that Indemnitee did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and (v) with respect to any criminal proceeding, an adjudication that Indemnitee had reasonable cause to believe his conduct was unlawful, Indemnitee shall be considered for the purposes hereof to have been wholly successful with respect thereto.

4. Notification and Defense of Claim . As a condition precedent to an Indemnitee's right to be indemnified, such Indemnitee must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such Indemnitee for which indemnity will or could be sought. With respect to any action, suit, proceeding or investigation of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to Indemnitee. After notice from the Corporation to Indemnitee of its election so to assume such defense, the Corporation shall not be liable to Indemnitee for any legal or other expenses subsequently incurred by Indemnitee in connection with such action, suit,

proceeding or investigation, other than as provided below in this Section 4. Indemnitee shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of Indemnitee unless (i) the employment of counsel by Indemnitee has been authorized by the Corporation, (ii) counsel to Indemnitee shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and Indemnitee in the conduct of the defense of such action, suit, proceeding or investigation or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for Indemnitee shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of Indemnitee, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for Indemnitee shall have reasonably made the conclusion provided for in clause (ii) above. The Corporation shall not be required to indemnify Indemnitee under this Article EIGHTH for any amounts paid in settlement of any action, suit, proceeding or investigation effected without its written consent. The Corporation shall not settle any action, suit, proceeding or investigation in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent. Neither the Corporation nor Indemnitee will unreasonably withhold or delay its consent to any proposed settlement.

5. Advance of Expenses . Subject to the provisions of Section 6 of this Article EIGHTH, in the event of any action, suit, proceeding or investigation of which the Corporation receives notice under this Article, any expenses (including attorneys' fees) incurred by or on behalf of Indemnitee in defending an action, suit, proceeding or investigation or any appeal therefrom shall be paid by the Corporation in advance of the final disposition of such matter; provided , however, that the payment of such expenses incurred by or on behalf of Indemnitee in advance of the final disposition of such matter shall be made only upon receipt of an undertaking by or on behalf of Indemnitee to repay all amounts so advanced in the event that it shall ultimately be determined that Indemnitee is not entitled to be indemnified by the Corporation as authorized in this Article; and further provided that no such advancement of expenses shall be made under this Article EIGHTH if it is determined (in the manner described in Section 6) that (i) Indemnitee did not act in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation, or (ii) with respect to any criminal action or proceeding, Indemnitee had reasonable cause to believe his conduct was unlawful. Such undertaking shall be accepted without reference to the financial ability of Indemnitee to make such repayment.

6. Procedure for Indemnification . In order to obtain indemnification or advancement of expenses pursuant to Section 1, 2, 3 or 5 of this Article EIGHTH, an Indemnitee shall submit to the Corporation a written request. Any such advancement of expenses shall be made promptly, and in any event within 60 days after receipt by the Corporation of the written request of Indemnitee, unless (i) the Corporation has assumed the defense pursuant to Section 4 of this Article EIGHTH (and none of the circumstances described in Section 4 of this Article EIGHTH that would nonetheless entitle the Indemnitee to indemnification for the fees and expenses of separate counsel have occurred) or (ii) the Corporation determines within such 60-day period that Indemnitee did not meet the applicable standard of conduct set forth in

Section 1, 2 or 5 of this Article EIGHTH, as the case may be. Any such indemnification, unless ordered by a court, shall be made with respect to requests under Section 1 or 2 only as authorized in the specific case upon a determination by the Corporation that the indemnification of Indemnitee is proper because Indemnitee has met the applicable standard of conduct set forth in Section 1 or 2, as the case may be. Such determination shall be made in each instance (a) by a majority vote of the directors of the Corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question ("disinterested directors"), whether or not a quorum, (b) by a committee of disinterested directors designated by majority vote of disinterested directors, whether or not a quorum, (c) if there are no disinterested directors, or if the disinterested directors so direct, by independent legal counsel (who may, to the extent permitted by law, be regular legal counsel to the Corporation) in a written opinion, or (d) by the stockholders of the Corporation.

7. Remedies . The right to indemnification or advancement of expenses as granted by this Article shall be enforceable by Indemnitee in any court of competent jurisdiction. Neither the failure of the Corporation to have made a determination prior to the commencement of such action that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Corporation pursuant to Section 6 of this Article EIGHTH that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct. Indemnitee's expenses (including attorneys' fees) reasonably incurred in connection with successfully establishing Indemnitee's right to indemnification, in whole or in part, in any such proceeding shall also be indemnified by the Corporation.

8. Limitations . Notwithstanding anything to the contrary in this Article, except as set forth in Section 7 of the Article EIGHTH, the Corporation shall not indemnify an Indemnitee pursuant to this Article EIGHTH in connection with a proceeding (or part thereof) initiated by such Indemnitee unless the initiation thereof was approved by the Board of Directors of the Corporation. Notwithstanding anything to the contrary in this Article, the Corporation shall not indemnify an Indemnitee to the extent such Indemnitee is reimbursed from the proceeds of insurance, and in the event the Corporation makes any indemnification payments to an Indemnitee and such Indemnitee is subsequently reimbursed from the proceeds of insurance, such Indemnitee shall promptly refund indemnification payments to the Corporation to the extent of such insurance reimbursement.

9. Subsequent Amendment . No amendment, termination or repeal of this Article or of the relevant provisions of the General Corporation Law of the State of Delaware or any other applicable laws shall affect or diminish in any way the rights of any Indemnitee to indemnification under the provisions hereof with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the final adoption of such amendment, termination or repeal.

10. Other Rights . The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which an Indemnitee seeking indemnification or advancement of expenses may be entitled under any law (common or statutory), agreement or vote of stockholders or disinterested directors or otherwise, both as to action in Indemnitee's official capacity and as to action in any other capacity while holding

office for the Corporation, and shall continue as to an Indemnitee who has ceased to be a director or officer, and shall inure to the benefit of the estate, heirs, executors and administrators of Indemnitee. Nothing contained in this Article shall be deemed to prohibit, and the Corporation is specifically authorized to enter into, agreements with officers and directors providing indemnification rights and procedures different from those set forth in this Article. In addition, the Corporation may, to the extent authorized from time to time by its Board of Directors, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Article.

11. Partial Indemnification . If an Indemnitee is entitled under any provision of this Article to indemnification by the Corporation for some or a portion of the expenses (including attorneys' fees), judgments, fines or amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with any action, suit, proceeding or investigation and any appeal therefrom but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify Indemnitee for the portion of such expenses (including attorneys' fees), judgments, fines or amounts paid in settlement to which Indemnitee is entitled.

12. Insurance . The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise (including any employee benefit plan) against any expense, liability or loss incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.

13. Savings Clause . If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each Indemnitee as to any expenses (including attorneys' fees), judgments, fines and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the Corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

14. Definitions . Terms used herein and defined in Section 145(h) and Section 145(i) of the General Corporation Law of the State of Delaware shall have the respective meanings assigned to such terms in such Section 145(h) and Section 145(i).

NINTH: This Article is inserted for the management of the business and for the conduct of the affairs of the Corporation.

1. General Powers . The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

2. Number of Directors; Election of Directors . Subject to the rights of holders of any series of Preferred Stock to elect directors, the number of directors of the Corporation shall be established by a majority of the entire Board of Directors except that such number shall be not

less than three (3) nor more than fifteen (15), the initial number to be seven (7) until otherwise determined by resolution adopted by a majority of the entire Board of Directors. Election of directors need not be by written ballot, except as and to the extent provided in the By-laws of the Corporation.

3. Classes of Directors . Subject to the rights of holders of any series of Preferred Stock to elect directors, the Board of Directors shall be and is divided into three classes: Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors.

4. Terms of Office . Subject to the rights of holders of any series of Preferred Stock to elect directors, each director shall serve for a term ending on the date of the third annual meeting following the annual meeting at which such director was elected; provided, that each director initially appointed to Class I shall serve for a term expiring at the Corporation's annual meeting of stockholders held in 2006; each director initially appointed to Class II shall serve for a term expiring at the Corporation's annual meeting of stockholders held in 2007; and each director initially appointed to Class III shall serve for a term expiring at the Corporation's annual meeting of stockholders held in 2008; provided further, that the term of each director shall continue until the election and qualification of his or her successor and be subject to his or her earlier death, resignation, disqualification or removal.

5. Removal . Subject to the rights of holders of any series of Preferred Stock, directors of the Corporation may be removed only for cause and only by the affirmative vote of the holders of at least seventy-five percent (75%) of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors.

6. Vacancies . Subject to the rights of holders of any series of Preferred Stock, any vacancy or newly created directorships in the Board of Directors, however occurring, shall be filled only by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director and shall not be filled by the stockholders. A director elected to fill a vacancy shall hold office until the next election of the class for which such director shall have been chosen, subject to the election and qualification of a successor and to such director's earlier death, resignation, disqualification or removal.

7. Amendments to Article . Notwithstanding any other provisions of applicable law, this Restated Certificate of Incorporation or the By-laws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by applicable law, the affirmative vote of the holders of at least seventy-five percent (75%) of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors represented at a meeting of stockholders at which a quorum is present (as provided in the By-laws of the Corporation) shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article NINTH.

TENTH: Stockholders of the Corporation may not take any action by written consent in lieu of a meeting. Notwithstanding any other provisions of applicable law, this Restated Certificate of Incorporation or the By-laws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by applicable law, the affirmative vote of the holders of at least seventy-five percent (75%) of the votes which all the stockholders would be entitled to cast

in any annual election of directors or class of directors represented at a meeting of stockholders at which a quorum is present (as provided in the By-laws of the Corporation) shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article TENTH.

ELEVENTH: Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, the Chairman of the Board or the President, but such special meetings may not be called by any other person or persons. Business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting. Notwithstanding any other provision of applicable law, this Restated Certificate of Incorporation or the By-laws of the Corporation, and notwithstanding the fact that a lesser percentage may be specified by law, the affirmative vote of the holders of at least seventy-five percent (75%) of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors represented at a meeting of stockholders at which a quorum is present (as provided in the By-laws of the Corporation) shall be required to amend or repeal, or to adopt any provision inconsistent with, this Article ELEVENTH.

[signature page follows]

IN WITNESS WHEREOF, this Restated Certificate of Incorporation, which restates, integrates and amends the certificate of incorporation of the Corporation, and which has been duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware, has been executed by its duly authorized officer this [___] day of [___], 2005.

TREEHOUSE FOODS, INC.

By: _____

Name:
Title:

Exhibit 3.2

FORM OF AMENDED AND RESTATED BY-LAWS

OF

TREEHOUSE FOODS, INC.

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ARTICLE I

STOCKHOLDERS

1.1 Place of Meetings . All meetings of stockholders shall be held at such place as may be designated from time to time by the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President or, if not so designated, at the principal office of the corporation.

1.2 Annual Meeting . The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly be brought before the meeting shall be held on a date and at a time designated by the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President (which date shall not be a legal holiday in the place where the meeting is to be held). If no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu of the annual meeting, and any action taken at that special meeting shall have the same effect as if it had been taken at the annual meeting, and in such case all references in these By-laws to the annual meeting of the stockholders shall be deemed to refer to such special meeting.

1.3 Special Meetings . Special meetings of stockholders for any purpose or purposes may be called at any time by the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President, but such special meetings may not be called by any other person or persons. Business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

1.4 Notice of Meetings . Except as otherwise provided by law, notice of each meeting of stockholders, whether annual or special, shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting. Without limiting the manner by which notice otherwise may be given to stockholders, any notice shall be effective if given by a form of electronic transmission consented to (in a manner consistent with the General Corporation Law of the State of Delaware) by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice to the corporation. Any such consent shall be deemed revoked if (1) the corporation is unable to deliver by electric transmission two consecutive notices given by the corporation in accordance with such consent and (2) such inability becomes known to the Secretary or an Assistant Secretary of the corporation or to the transfer agent, or other person responsible for the giving of notice; provided , however , the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. The notices of all meetings shall state the place, date and time of the meeting and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If notice is given by mail, such notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder’s address as it appears on the records of the corporation. If notice is given by electronic transmission, such notice shall be deemed given at the time specified in Section 232 of the General Corporation Law of the State of Delaware.

1.5 Voting List . The Secretary shall prepare, at least 10 days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least 10 days prior to the meeting: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the corporation. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

1.6 Quorum . Except as otherwise provided by law, the Restated Certificate of Incorporation or these By-laws, the holders of a majority in voting power of the shares of the capital stock of the corporation issued and outstanding and entitled to vote at the meeting, present in person, present by means of remote communication in a manner, if any, authorized by the Board of Directors in its sole discretion, or represented by proxy, shall constitute a quorum for the transaction of business. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

1.7 Adjournments . Any meeting of stockholders may be adjourned from time to time to any other time and to any other place at which a meeting of stockholders may be held under these By-laws by the stockholders present or represented at the meeting and entitled to vote, although less than a quorum, or, if no stockholder is present, by any officer entitled to preside at or to act as secretary of such meeting. It shall not be necessary to notify any stockholder of any adjournment of less than 30 days if the time and place of the adjourned meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting, are announced at the meeting at which adjournment is taken, unless after the adjournment a new record date is fixed for the adjourned meeting. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

1.8 Voting and Proxies . Each stockholder shall have one vote for each share of stock entitled to vote held of record by such stockholder and a proportionate vote for each fractional share so held, unless otherwise provided by applicable law or the Restated Certificate of Incorporation. Each stockholder of record entitled to vote at a meeting of stockholders may vote in person (including by means of remote communications, if any, by which stockholders may be deemed to be present in person and vote at such meeting) or may authorize another person or persons to vote for such stockholder by a proxy executed or transmitted in a manner permitted by the General Corporation Law of the State of Delaware by the stockholder or such stockholder’s authorized agent and delivered (including by electronic transmission) to the Secretary of the corporation before or at the time of the meeting. No such proxy shall be voted upon after three years from the date of its execution, unless the proxy expressly provides for a longer period.

1.9 Action at Meeting . When a quorum is present at any meeting, any matter other than the election of directors to be voted upon by the stockholders at such meeting shall be decided by the affirmative vote of the holders of a majority in voting power of the shares of stock present or represented and voting on such matter (or if there are two or more classes of stock

entitled to vote as separate classes, then in the case of each such class, the holders of a majority in voting power of the shares of stock of that class present or represented and voting on such matter), except when a different vote is required by applicable law, the Restated Certificate of Incorporation or these By-laws. When a quorum is present at any meeting, any election by stockholders of directors shall be determined by a plurality of the votes cast by the stockholders entitled to vote on the election.

1.10 Nomination of Directors .

(a) Except for (1) any directors entitled to be elected by the holders of preferred stock, (2) any directors elected in accordance with Section 2.9 hereof by the Board of Directors to fill a vacancy or newly-created directorships or (3) as otherwise required by applicable law or stock market regulation, only persons who are nominated in accordance with the procedures in this Section 1.10 shall be eligible for election as directors. Nomination for election to the Board of Directors at a meeting of stockholders may be made (i) by or at the direction of the Board of Directors or (ii) by any stockholder of the corporation who (x) complies with the notice procedures set forth in Section 1.10(b) and (y) is a stockholder of record on the date of the giving of such notice and on the record date for the determination of stockholders entitled to vote at such meeting.

(b) To be timely, a stockholder's notice must be received in writing by the Secretary at the principal executive offices of the corporation as follows: (i) in the case of an election of directors at an annual meeting of stockholders, not less than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting; provided, however, that (x) in the case of the annual meeting of stockholders of the corporation to be held in 2006 or (y) in the event that the date of the annual meeting in any other year is advanced by more than 20 days, or delayed by more than 60 days, from the first anniversary of the preceding year's annual meeting, a stockholder's notice must be so received not earlier than the 120th day prior to such annual meeting and not later than the close of business on the later of (A) the 90th day prior to such annual meeting and (B) the tenth day following the day on which notice of the date of such annual meeting was mailed or public disclosure of the date of such annual meeting was made, whichever first occurs; or (ii) in the case of an election of directors at a special meeting of stockholders, provided that the Board of Directors has determined that directors shall be elected at such meeting, not earlier than the 120th day prior to such special meeting and not later than the close of business on the later of (x) the 90th day prior to such special meeting and (y) the tenth day following the day on which notice of the date of such special meeting was mailed or public disclosure of the date of such special meeting was made, whichever first occurs. In no event shall the adjournment or postponement of an annual meeting (or the public announcement thereof) commence a new time period (or extend any time period) for the giving of a stockholder's notice.

The stockholder's notice to the Secretary shall set forth: (A) as to each proposed nominee (1) such person's name, age, business address and, if known, residence address, (2) such person's principal occupation or employment, (3) the class and number of shares of stock of the corporation which are beneficially owned by such person, and (4) any other information concerning such person that must be disclosed as to nominees in proxy solicitations pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act");

(B) as to the stockholder giving the notice (1) such stockholder's name and address, as they appear on the corporation's books, (2) the class and number of shares of stock of the corporation which are owned, beneficially and of record, by such stockholder, (3) a description of all arrangements or understandings between such stockholder and each proposed nominee and any other person or persons (including their names) pursuant to which the nomination(s) are to be made by such stockholder, (4) a representation that such stockholder intends to appear in person or by proxy at the meeting to nominate the person(s) named in its notice and (5) a representation whether the stockholder intends or is part of a group which intends (x) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the corporation's outstanding capital stock required to elect the nominee and/or (y) otherwise to solicit proxies from stockholders in support of such nomination; and (C) as to the beneficial owner, if any, on whose behalf the nomination is being made (1) such beneficial owner's name and address, (2) the class and number of shares of stock of the corporation which are beneficially owned by such beneficial owner, (3) a description of all arrangements or understandings between such beneficial owner and each proposed nominee and any other person or persons (including their names) pursuant to which the nomination(s) are to be made and (4) a representation whether the beneficial owner intends or is part of a group which intends (x) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the corporation's outstanding capital stock requirement to elect the nominee and/or (y) otherwise to solicit proxies from stockholders in support of such nomination. In addition, to be effective, the stockholder's notice must be accompanied by the written consent of the proposed nominee to serve as a director if elected. The corporation may require any proposed nominee to furnish such other information as may reasonably be required to determine the eligibility of such proposed nominee to serve as a director of the corporation. A stockholder shall not have complied with this Section 1.10(b) if the stockholder (or beneficial owner, if any, on whose behalf the nomination is made) solicits or does not solicit, as the case may be, proxies in support of such stockholder's nominee in contravention of the representations with respect thereto required by this Section 1.10.

(c) The chairman of any meeting shall have the power and duty to determine whether a nomination was made in accordance with the provisions of this Section 1.10 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies in support of such stockholder's nominee in compliance with the representations with respect thereto required by this Section 1.10), and if the chairman should determine that a nomination was not made in accordance with the provisions of this Section 1.10, the chairman shall so declare to the meeting and such nomination shall be disregarded.

(d) Except as otherwise required by applicable law, nothing in this Section 1.10 shall obligate the corporation or the Board of Directors to include in any proxy statement or other stockholder communication distributed on behalf of the corporation or the Board of Directors information with respect to any nominee for director submitted by a stockholder.

(e) Notwithstanding the foregoing provisions of this Section 1.10, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the corporation to present a nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the corporation. For purposes of this Section 1.10, to be considered a qualified representative of

the stockholder, a person must be authorized by a written instrument executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such written instrument or electronic transmission, or a reliable reproduction of the written instrument or electronic transmission, at the meeting of stockholders.

(f) For purposes of this Section 1.10, "public disclosure" shall include disclosure in a press release reported by the Dow Jones New Service, Associated Press or comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

1.11 Notice of Business at Annual Meetings .

(a) At any annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (1) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (2) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (3) properly brought before the meeting by a stockholder in accordance with the applicable provisions of these By-laws. For business to be properly brought before an annual meeting by a stockholder, (i) if such business relates to the nomination of a person for election as a director of the corporation, the procedures in Section 1.10 must be complied with and (ii) if such business relates to any other matter, the business must constitute a proper matter under Delaware law for stockholder action and the stockholder must (x) have given timely notice thereof in writing to the Secretary in accordance with the procedures set forth in Section 1.11(b) and (y) be a stockholder of record on the date of the giving of such notice and on the record date for the determination of stockholders entitled to vote at such annual meeting.

(b) To be timely, a stockholder's notice must be received in writing by the Secretary at the principal executive offices of the corporation not less than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting; provided , however , that (x) in the case of the annual meeting of stockholders of the corporation to be held in 2006 or (y) in the event that the date of the annual meeting in any other year is advanced by more than 20 days, or delayed by more than 60 days, from the first anniversary of the preceding year's annual meeting, a stockholder's notice must be so received not earlier than the 120th day prior to such annual meeting and not later than the close of business on the later of (A) the 90th day prior to such annual meeting and (B) the tenth day following the day on which notice of the date of such annual meeting was mailed or public disclosure of the date of such annual meeting was made, whichever first occurs. In no event shall the adjournment or postponement of an annual meeting (or the public announcement thereof) commence a new time period (or extend any time period) for the giving of a stockholder's notice.

The stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting (1) a brief description of the business desired to be brought before the annual meeting, the text relating to the business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the By-laws, the language of the proposed amendment), and the reasons for conducting

such business at the annual meeting, (2) the name and address, as they appear on the corporation's books, of the stockholder proposing such business, and the name and address of the beneficial owner, if any, on whose behalf the proposal is made, (3) the class and number of shares of stock of the corporation which are owned, of record and beneficially, by the stockholder and beneficial owner, if any, (4) a description of all arrangements or understandings between such stockholder or such beneficial owner, if any, and any other person or persons (including their names) in connection with the proposal of such business by such stockholder and any material interest of the stockholder or such beneficial owner, if any, in such business, (5) a representation that such stockholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting and (6) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group which intends (x) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the corporation's outstanding capital stock required to approve or adopt the proposal and/or (y) otherwise to solicit proxies from stockholders in support of such proposal. Notwithstanding anything in these By-laws to the contrary, no business shall be conducted at any annual meeting of stockholders except in accordance with the procedures set forth in this Section 1.11; provided that any stockholder proposal which complies with Rule 14a-8 of the proxy rules (or any successor provision) promulgated under the Securities Exchange Act of 1934, as amended, and is to be included in the corporation's proxy statement for an annual meeting of stockholders shall be deemed to comply with the requirements of this Section 1.11. A stockholder shall not have complied with this Section 1.11(b) if the stockholder (or beneficial owner, if any, on whose behalf the nomination is made) solicits or does not solicit, as the case may be, proxies in support of such stockholder's proposal in contravention of the representations with respect thereto required by this Section 1.11.

(c) The chairman of any meeting shall have the power and duty to determine whether business was properly brought before the meeting in accordance with the provisions of this Section 1.11 (including whether the stockholder or beneficial owner, if any, on whose behalf the proposal is made solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies in support of such stockholder's proposal in compliance with the representation with respect thereto required by this Section 1.11), and if the chairman should determine that business was not properly brought before the meeting in accordance with the provisions of this Section 1.11, the chairman shall so declare to the meeting and such business shall not be brought before the meeting.

(d) Notwithstanding the foregoing provisions of this Section 1.11, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual meeting of stockholders of the corporation to present business, such business shall not be considered, notwithstanding that proxies in respect of such vote may have been received by the corporation. For purposes of this Section 1.11, to be considered a qualified representative of the stockholder, a person must be authorized by a written instrument executed by the such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as a proxy at the meeting of stockholders and such person must produce such written instrument or electronic transmission, or a reliable reproduction of the written instrument or electronic transmission, at the meeting of stockholders.

(e) For purposes of this Section 1.11, “public disclosure” shall include disclosure in a press release reported by the Dow Jones New Service, Associated Press or comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

1.12 Conduct of Meetings .

(a) Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in the Chairman’s absence by the Vice Chairman of the Board, if any, or in the Vice Chairman’s absence by the Chief Executive Officer, or in the Chief Executive Officer’s absence, by the President, or in the President’s absence by a Vice President, or in the absence of all of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen by vote of the stockholders at the meeting. The Secretary shall act as secretary of the meeting, but in the Secretary’s absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

(b) The Board of Directors may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of stockholders of the corporation as it shall deem appropriate including, without limitation, such guidelines and procedures as it may deem appropriate regarding the participation by means of remote communication of stockholders and proxyholders not physically present at a meeting. Except to the extent inconsistent with such rules, regulations and procedures as adopted by the Board of Directors, the chairman of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the corporation, their duly authorized and constituted proxies or such other persons as shall be determined; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

(c) The chairman of the meeting shall announce at the meeting when the polls for each matter to be voted upon at the meeting will be opened and closed. If no announcement is made, the polls shall be deemed to have opened when the meeting is convened and closed upon the final adjournment of the meeting. After the polls close, no ballots, proxies or votes or any revocations or changes thereto may be accepted.

(d) In advance of any meeting of stockholders, the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President shall appoint one or more inspectors of election to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is present, ready and willing to act at a meeting of stockholders, the

chairman of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by law, inspectors may be officers, employees or agents of the corporation. Each inspector, before entering upon the discharge of such inspector's duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and shall take charge of the polls and, when the vote in completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by law.

1.13 No Action by Consent in Lieu of a Meeting . Stockholders of the corporation may not take any action by written consent in lieu of a meeting.

ARTICLE II

DIRECTORS

2.1 General Powers . The business and affairs of the corporation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the corporation except as otherwise provided by applicable law or the Restated Certificate of Incorporation.

2.2 Number, Election and Qualification . The number of directors of the Corporation shall be established by a majority of the entire Board of Directors except that such number shall be not less than three (3) nor more than fifteen (15), the exact number to be seven (7) until otherwise determined by resolution adopted by a majority of the entire Board of Directors. Election of directors need not be by written ballot. Directors need not be stockholders of the corporation.

2.3 Classes of Directors . The Board of Directors shall be and is divided into three classes: Class I, Class II and Class III. The allocation of directors among classes shall be determined by resolution of the Board of Directors.

2.4 Terms of Office . Subject to the rights of holders of any series of Preferred Stock to elect directors, each director shall serve for a term ending on the date of the third annual meeting following the annual meeting at which such director was elected; provided , that each director initially appointed to Class I shall serve for a term expiring at the corporation's annual meeting of stockholders held in 2006; each director initially appointed to Class II shall serve for a term expiring at the corporation's annual meeting of stockholders held in 2007; and each director initially appointed to Class III shall serve for a term expiring at the corporation's annual meeting of stockholders held in 2008; provided further , that the term of each director shall continue until the election and qualification of a successor and be subject to such director's earlier death, resignation, disqualification or removal.

2.5 Quorum . A majority of the directors at any time in office shall constitute a quorum. If at any meeting of the Board of Directors there shall be less than such a quorum, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present.

2.6 Action at Meeting . Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors unless a greater number is required by applicable law or by the Restated Certificate of Incorporation.

2.7 Removal . Subject to the rights of holder of any series of Preferred Stock, directors of the corporation may be removed only for cause and only by the affirmative vote of the holders of at least 75% of the votes which all the stockholders would be entitled to cast in any annual election of directors or class of directors.

2.8 Vacancies . Subject to the rights of holder of any series of Preferred Stock, any vacancy or newly-created directorships on the Board of Directors, however occurring, shall be filled only by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director and shall not be filled by the stockholders. A director elected to fill a vacancy shall hold office until the next election of the class for which such director shall have been chosen, subject to the election and qualification of a successor or until such director's earlier death, resignation, disqualification or removal.

2.9 Resignation . Any director may resign by delivering a resignation in writing or by electronic transmission to the corporation at its principal office or to the Chairman of the Board, the Chief Executive Officer, the President or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time or upon the happening of some later event.

2.10 Regular Meetings . Regular meetings of the Board of Directors may be held without notice at such time and place as shall be determined from time to time by the Board of Directors; provided that any director who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of stockholders.

2.11 Special Meetings . Special meetings of the Board of Directors may be held at any time and place designated in a call by the Chairman of the Board, the Chief Executive Officer, the President, two or more directors, or by one director in the event that there is only a single director in office.

2.12 Notice of Special Meetings . Notice of any special meeting of directors shall be given to each director by the Secretary or by the officer or one of the directors calling the meeting. Notice shall be duly given to each director (a) in person or by telephone at least 24 hours in advance of the meeting, (b) by sending written notice via reputable overnight courier, telecopy or electronic mail, or delivering written notice by hand, to such director's last known business, home or electronic mail address at least 48 hours in advance of the meeting, or (c) by sending written notice via first-class mail to such director's last known business or home address at least 72 hours in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting.

2.13 Meetings by Conference Communications Equipment . Directors may participate in meetings of the Board of Directors or any committee thereof by means of conference

telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

2.14 Action by Consent . Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent to the action in writing or by electronic transmission, and the written consents or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee.

2.15 Committees . The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members of the committee present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors and subject to the provisions of law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers which may require it. Each such committee shall keep minutes and make such reports as the Board of Directors may from time to time request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these By-laws for the Board of Directors. Except as otherwise provided in the Restated Certificate of Incorporation, these Bylaws, or the resolution of the Board of Directors designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

2.16 Compensation of Directors . Directors may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board of Directors may from time to time determine. No such payment shall preclude any director from serving the corporation or any of its parent or subsidiary entities in any other capacity and receiving compensation for such service.

ARTICLE III

OFFICERS

3.1 Titles . The officers of the corporation shall consist of a Chief Executive Officer, a President, a Secretary, a Treasurer and such other officers with such other titles as the Board of Directors shall determine, including a Chairman of the Board, a Vice Chairman of the Board, and one or more Vice Presidents, Assistant Treasurers, and Assistant Secretaries. The Board of Directors may appoint such other officers as it may deem appropriate.

3.2 Election . The Chief Executive Officer, President, Treasurer and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of stockholders. Other officers may be appointed by the Board of Directors at such meeting or at any other meeting.

3.3 Qualification . No officer need be a stockholder. Any two or more offices may be held by the same person.

3.4 Tenure . Except as otherwise provided by law, by the Restated Certificate of Incorporation or by these By-laws, each officer shall hold office until such officer's successor is elected and qualified, unless a different term is specified in the resolution electing or appointing such officer, or until such officer's earlier death, resignation or removal.

3.5 Resignation and Removal . Any officer may resign by delivering a written resignation to the corporation at its principal office or to the Chief Executive Officer, the President or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time or upon the happening of some later event.

Any officer may be removed at any time, with or without cause, by vote of a majority of the directors then in office.

Except as the Board of Directors may otherwise determine, no officer who resigns or is removed shall have any right to any compensation as an officer for any period following such officer's resignation or removal, or any right to damages on account of such removal, whether such officer's compensation be by the month or by the year or otherwise, unless such compensation is expressly provided for in a duly authorized written agreement with the corporation.

3.6 Vacancies . The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of Chief Executive Officer, President, Treasurer and Secretary. Each such successor shall hold office for the unexpired term of such officer's predecessor and until a successor is elected and qualified, or until such officer's earlier death, resignation or removal.

3.7 Chairman of the Board . The Board of Directors may appoint from its members a Chairman of the Board, who need not be an employee or officer of the corporation. If the Board of Directors appoints a Chairman of the Board, such Chairman shall perform such duties and possess such powers as are assigned by the Board of Directors and, if the Chairman of the Board is also designated as the corporation's Chief Executive Officer, shall have the powers and duties of the Chief Executive Officer prescribed in Section 3.8 of these By-laws. Unless otherwise provided by the Board of Directors, the Chairman of the Board shall preside at all meetings of the Board of Directors and stockholders.

3.8 President; Chief Executive Officer . Unless the Board of Directors has designated the Chairman of the Board or another person as the corporation's Chief Executive Officer, the President shall be the Chief Executive Officer of the corporation. The Chief Executive Officer shall have general charge and supervision of the business of the Corporation subject to the direction of the Board of Directors. The President shall perform such other duties and shall have such other powers as the Board of Directors or the Chief Executive Officer (if the President is

not the Chief Executive Officer) may from time to time prescribe. In the event of the absence, inability or refusal to act of the Chief Executive Officer or the President (if the President is not the Chief Executive Officer), the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the Chief Executive Officer and when so performing such duties shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer.

3.9 Vice Presidents . Any Vice President shall perform such duties and possess such powers as the Board of Directors or the Chief Executive Officer may from time to time prescribe. The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

3.10 Secretary and Assistant Secretaries . The Secretary shall perform such duties and shall have such powers as the Board of Directors or the Chief Executive Officer may from time to time prescribe. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of the secretary, including without limitation the duty and power to give notices of all meetings of stockholders and special meetings of the Board of Directors, to attend all meetings of stockholders and the Board of Directors and keep a record of the proceedings, to maintain a stock ledger and prepare lists of stockholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

In the absence of the Secretary or any Assistant Secretary at any meeting of stockholders or directors, the chairman of the meeting shall designate a temporary secretary to keep a record of the meeting.

3.11 Treasurer and Assistant Treasurers . The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned by the Board of Directors or the Chief Executive Officer. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the corporation, to deposit funds of the corporation in depositories selected in accordance with these By-laws, to disburse such funds as ordered by the Board of Directors, to make proper accounts of such funds, and to render as required by the Board of Directors statements of all such transactions and of the financial condition of the corporation.

The Assistant Treasurers shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer or the Treasurer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Treasurer, the Assistant Treasurer (or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Treasurer.

3.12 Salaries . Officers of the corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

ARTICLE IV

CAPITAL STOCK

4.1 Issuance of Stock . Subject to the provisions of the Restated Certificate of Incorporation, the whole or any part of any unissued balance of the authorized capital stock of the corporation or the whole or any part of any shares of the authorized capital stock of the corporation held in the corporation's treasury may be issued, sold, transferred or otherwise disposed of by vote of the Board of Directors in such manner, for such lawful consideration and on such terms as the Board of Directors may determine.

4.2 Certificates of Stock . Every holder of stock of the corporation shall be entitled to have a certificate, in such form as may be prescribed by law and by the Board of Directors, certifying the number and class of shares owned by such holder in the corporation. Each such certificate shall be signed by, or in the name of the corporation by, the Chairman or Vice Chairman, if any, of the Board of Directors, or the President or a Vice President, and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation. Any or all of the signatures on the certificate may be a facsimile.

Each certificate for shares of stock which are subject to any restriction on transfer pursuant to the Restated Certificate of Incorporation, these By-laws, applicable securities laws or any agreement among any number of stockholders or among such holders and the corporation shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction.

There shall be set forth on the face or back of each certificate representing shares of such class or series of stock of the corporation a statement that the corporation will furnish without charge to each stockholder who so requests a copy of the full text of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

4.3 Transfers . Except as otherwise established by rules and regulations adopted by the Board of Directors, and subject to applicable law, shares of stock may be transferred on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, by the Restated Certificate of Incorporation or by these By-laws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect to such stock, regardless of any transfer, pledge or other disposition of such stock until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-laws.

4.4 Lost, Stolen or Destroyed Certificates . The corporation may issue a new certificate of stock in place of any previously issued certificate alleged to have been lost, stolen or destroyed, upon such terms and conditions as the Board of Directors may prescribe, including the presentation of reasonable evidence of such loss, theft or destruction and the giving of such indemnity and posting of such bond as the Board of Directors may require for the protection of the corporation or any transfer agent or registrar.

4.5 Record Date . The Board of Directors may fix in advance a date as a record date for the determination of the stockholders entitled to notice of or to vote at any meeting of stockholders, or entitled to receive payment of any dividend or other distribution or allotment of any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action. Such record date shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action to which such record date relates.

If no record date is fixed, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. If no record date is fixed, the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE V

GENERAL PROVISIONS

5.1 Fiscal Year . Except as from time to time otherwise designated by the Board of Directors, the fiscal year of the corporation shall begin on the first day of January of each year and end on the last day of December in each year.

5.2 Corporate Seal . The corporate seal shall be in such form as shall be approved by the Board of Directors.

5.3 Waiver of Notice . Whenever notice is required to be given by law, by the Restated Certificate of Incorporation or by these By-laws, a written waiver signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before, at or after the time stated in such notice, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

5.4 Voting of Securities . Except as the Board of Directors may otherwise designate, the Chief Executive Officer, the President or the Treasurer may waive notice of, and act as, or

appoint any person or persons to act as, proxy or attorney-in-fact for this corporation (with or without power of substitution) at any meeting of stockholders or securityholders of any other entity, the securities of which may be held by this corporation.

5.5 Evidence of Authority . A certificate by the Secretary, or an Assistant Secretary, or a temporary Secretary, as to any action taken by the stockholders, directors, a committee or any officer or representative of the corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

5.6 Restated Certificate of Incorporation . All references in these By-laws to the Restated Certificate of Incorporation shall be deemed to refer to the Restated Certificate of Incorporation of the corporation, as amended and in effect from time to time.

5.7 Severability . Any determination that any provision of these By-laws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these By-laws.

5.8 Pronouns . All pronouns used in these By-laws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

ARTICLE VI

AMENDMENTS

These By-laws may be altered, amended or repealed, in whole or in part, or new By-laws may be adopted by the Board of Directors or by the stockholders as provided in the Restated Certificate of Incorporation.

Exhibit 4.1

Number
THS

Shares

COMMON STOCK

TreeHouse

TreeHouse Foods, Inc.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

CUSIP 89469A 10 4

THIS IS TO CERTIFY THAT

is the owner of

fully paid and non-assessable shares, $.01 par value, of the COMMON STOCK of

TreeHouse Foods, Inc.

(hereinafter called the "Corporation"), transferable on the books of the Corporation in person, or by duly authorized attorney, upon surrender of this certificate properly endorsed. This certificate is not valid until countersigned by a Transfer Agent and registered by a Registrar.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

Dated:

SEAL

SECRETARY

CHAIRMAN AND CHIEF EXECUTIVE OFFICER

TreeHouse Foods, Inc.

The Corporation will furnish without charge to each stockholder who so requests a full statement of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof of the Corporation, and the qualifications, limitations, or restrictions of such preferences and/or rights. Any such request should be made to the Secretary of the Corporation at its principal place of business.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common
TEN ENT — as tenants by the entireties
JT TEN — as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT— _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list.

For Value Received, _____hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

_____

_____

_____ Shares

of the capital stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ Attorney

to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated _____

NOTICE: THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

Signature Guaranteed:

_____

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C.RULE 17Ad-15.

Exhibit 4.3

TREEHOUSE FOODS, INC.

and

THE BANK OF NEW YORK, as Rights Agent

FORM OF RIGHTS AGREEMENT

dated as of _____ __, 2005

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FORM OF RIGHTS AGREEMENT DATED AS OF ___, 2005 (“AGREEMENT”), BETWEEN TREEHOUSE FOODS, INC., A DELAWARE CORPORATION (THE “COMPANY”), AND THE BANK OF NEW YORK, AS RIGHTS AGENT (THE “RIGHTS AGENT”).

The Board of Directors of the Company has authorized and declared a dividend of one preferred share purchase right (a “Right”) for each share of Common Stock (as hereinafter defined) of the Company outstanding as of the Close of Business (as defined below) on _____ ___, 2005 (the “Record Date”), each Right representing the right to purchase one one-hundredth (subject to adjustment) of a share of Preferred Stock (as hereinafter defined), upon the terms and subject to the conditions herein set forth, and has further authorized and directed the issuance of one Right (subject to adjustment as provided herein) with respect to each share of Common Stock that shall become outstanding between the Record Date and the earlier of the Distribution Date and the Expiration Date (as such terms are hereinafter defined); provided , however, that Rights may be issued with respect to shares of Common Stock that shall become outstanding after the Distribution Date and prior to the Expiration Date in accordance with Section 22.

Accordingly, in consideration of the premises and the mutual agreements herein set forth, the parties hereby agree as follows:

Section 1. Certain Definitions . For purposes of this Agreement, the following terms have the meaning indicated:

(a) “Acquiring Person” shall mean any Person (as such term is hereinafter defined) who or which shall be the Beneficial Owner (as such term is hereinafter defined) of 15% or more of the shares of Common Stock then outstanding, but shall not include an Exempt Person (as such term is hereinafter defined); provided , however , that (i) if the Board of Directors of the Company determines in good faith that a Person who would otherwise be an “Acquiring Person” became the Beneficial Owner of a number of shares of Common Stock such that the Person would otherwise qualify as an “Acquiring Person” inadvertently (including, without limitation, because (A) such Person was unaware that it beneficially owned a percentage of Common Stock that would otherwise cause such Person to be an “Acquiring Person” or (B) such Person was aware of the extent of its Beneficial Ownership of Common Stock but had no actual knowledge of the consequences of such Beneficial Ownership under this Agreement) and without any intention of changing or influencing control of the Company, then such Person shall not be deemed to be or to have become an “Acquiring Person” for any purposes of this Agreement unless and until such Person shall have failed to divest itself, as soon as practicable (as determined, in good faith, by the Board of Directors of the Company), of Beneficial Ownership of a sufficient number of shares of Common Stock so that such Person would no longer otherwise qualify as an “Acquiring Person”; (ii) if, as of the date hereof or prior to the first public announcement of the adoption of this Agreement, any Person is or becomes the Beneficial Owner of 15% or more of the shares of Common Stock outstanding, such Person shall not be deemed to be or to become an “ Acquiring Person ” unless and until such time as such Person shall, after the first public announcement of the

adoption of this Agreement, become the Beneficial Owner of additional shares of Common Stock (other than pursuant to a dividend or distribution paid or made by the Company on the outstanding Common Stock or pursuant to a split or subdivision of the outstanding Common Stock), unless, upon becoming the Beneficial Owner of such additional shares of Common Stock, such Person is not then the Beneficial Owner of 15% or more of the shares of Common Stock then outstanding; and (iii) no Person shall become an "Acquiring Person" as the result of an acquisition of shares of Common Stock by the Company which, by reducing the number of shares outstanding, increases the proportionate number of shares of Common Stock beneficially owned by such Person to 15% or more of the shares of Common Stock then outstanding, provided , however , that if a Person shall become the Beneficial Owner of 15% or more of the shares of Common Stock then outstanding by reason of such share acquisitions by the Company and shall thereafter become the Beneficial Owner of any additional shares of Common Stock (other than pursuant to a dividend or distribution paid or made by the Company on the outstanding Common Stock or pursuant to a split or subdivision of the outstanding Common Stock), then such Person shall be deemed to be an "Acquiring Person" unless upon becoming the Beneficial Owner of such additional shares of Common Stock such Person does not beneficially own 15% or more of the shares of Common Stock then outstanding. For all purposes of this Agreement, any calculation of the number of shares of Common Stock outstanding at any particular time, including for purposes of determining the particular percentage of such outstanding shares of Common Stock of which any Person is the Beneficial Owner, shall be made in accordance with the last sentence of Rule 13d-3(d)(1)(i) of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as in effect on the date hereof.

(b) "Affiliate" and "Associate" shall have the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations under the Exchange Act, as in effect on the date of this Agreement.

(c) A Person shall be deemed the "Beneficial Owner" of and shall be deemed to "beneficially own" any securities:

(i) which such Person or any of such Person's Affiliates or Associates beneficially owns, directly or indirectly, within the meaning of Rule 13d-3 of the General Rules and Regulations under the Exchange Act as in effect on the date hereof;

(ii) which such Person or any of such Person's Affiliates or Associates has (A) the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding (other than customary agreements with and between underwriters and selling group members with respect to a bona fide public offering of securities), or upon the exercise of conversion rights, exchange rights, rights, warrants or options, or otherwise; provided , however , that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, (x) securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person's Affiliates or Associates until such tendered securities

are accepted for purchase, (y) securities which such Person has a right to acquire upon the exercise of Rights at any time prior to the time that any Person becomes an Acquiring Person or (z) securities issuable upon the exercise of Rights from and after the time that any Person becomes an Acquiring Person if such Rights were acquired by such Person or any of such Person's Affiliates or Associates prior to the Distribution Date or pursuant to Section 3(a) or Section 22 hereof ("Original Rights") or pursuant to Section 11(i) or Section 11(n) with respect to an adjustment to Original Rights; or (B) the right to vote pursuant to any agreement, arrangement or understanding; provided , however , that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, any security by reason of such agreement, arrangement or understanding if the agreement, arrangement or understanding to vote such security (1) arises solely from a revocable proxy or consent given to such Person in response to a public proxy or consent solicitation made pursuant to, and in accordance with, the applicable rules and regulations promulgated under the Exchange Act and (2) is not also then reportable on Schedule 13D under the Exchange Act (or any comparable or successor report); or

(iii) which are beneficially owned, directly or indirectly, by any other Person with which such Person or any of such Person's Affiliates or Associates has any agreement, arrangement or understanding (other than customary agreements with and between underwriters and selling group members with respect to a bona fide public offering of securities) for the purpose of acquiring, holding, voting (except to the extent contemplated by the proviso to Section 1(c)(ii)(B)) or disposing of such securities of the Company;

provided , however , that no Person who is an officer, director or employee of an Exempt Person shall be deemed, solely by reason of such Person's status or authority as such, to be the "Beneficial Owner" of, to have "Beneficial Ownership" of or to "beneficially own" any securities that are "beneficially owned" (as defined in this Section l(c)), including, without limitation, in a fiduciary capacity, by an Exempt Person or by any other such officer, director or employee of an Exempt Person.

(d) "Business Day" shall mean any day other than a Saturday, a Sunday or a day on which banking institutions in the State of Illinois are authorized or obligated by law or executive order to close.

(e) "Close of Business" on any given date shall mean 5:00 P.M., Chicago time, on such date; provided , however , that if such date is not a Business Day it shall mean 5:00 P.M., Chicago time, on the next succeeding Business Day.

(f) "Common Stock" when used with reference to the Company shall mean the Common Stock, presently par value $.01 per share, of the Company. "Common Stock" when used with reference to any Person other than the Company shall mean the capital stock (or the equivalent equity interest) with the greatest voting power of such other Person or, if such other Person is a Subsidiary (as such term is hereinafter defined) of

another Person, the Person or Persons which ultimately control such first-mentioned Person.

(g) “Common Stock Equivalents” shall have the meaning set forth in Section 11(a)(iii) hereof.

(h) “Current Value” shall have the meaning set forth in Section 11(a)(iii) hereof.

(i) “Distribution Date” shall have the meaning set forth in Section 3 hereof.

(j) “Equivalent Preferred Shares” shall have the meaning set forth in Section 11(b) hereof.

(k) “Exempt Person” shall mean the Company or any Subsidiary of the Company, in each case including, without limitation, in its fiduciary capacity, or any employee benefit plan of the Company or of any Subsidiary of the Company, or any entity or trustee holding Common Stock for or pursuant to the terms of any such plan or for the purpose of funding any such plan or funding other employee benefits for employees of the Company or of any Subsidiary of the Company.

(l) “Exchange Ratio” shall have the meaning set forth in Section 24 hereof.

(m) “Expiration Date” shall have the meaning set forth in Section 7 hereof.

(n) “Final Expiration Date” shall have the meaning set forth in Section 7 hereof.

(o) “Flip-In Event” shall have the meaning set forth in Section 11(a)(ii) hereof.

(p) “NASDAQ” shall mean The Nasdaq Stock Market.

(q) “New York Stock Exchange” shall mean The New York Stock Exchange, Inc.

(r) “Person” shall mean any individual, firm, corporation, limited liability company, partnership, trust or other entity, and shall include any successor (by merger or otherwise) thereof or thereto.

(s) “Preferred Stock” shall mean the Series A Junior Participating Preferred Stock, par value $.01 per share, of the Company having the rights and

preferences set forth in the Form of Certificate of Designations attached to this Agreement as Exhibit A.

(t) “Principal Party” shall have the meaning set forth in Section 13(b) hereof.

(u) “Purchase Price” shall have the meaning set forth in Section 7(b) hereof.

(v) “Record Date” shall have the meaning set forth in the first paragraph hereof.

(w) “Redemption Date” shall have the meaning set forth in Section 7 hereof.

(x) “Redemption Price” shall have the meaning set forth in Section 23 hereof.

(y) “Right” shall have the meaning set forth in the first paragraph hereof.

(z) “Right Certificate” shall have the meaning set forth in Section 3 hereof.

(aa) “Securities Act” shall mean the Securities Act of 1933, as amended.

(bb) “Section 11(a)(ii) Trigger Date” shall have the meaning set forth in Section 11(a)(iii) hereof.

(cc) “Shares Acquisition Date” shall mean the first date of public announcement (which, for purposes of this definition, shall include, without limitation, a report filed pursuant to Section 13(d) of the Exchange Act) by the Company or an Acquiring Person that an Acquiring Person has become such, or such earlier date as a majority of the Board of Directors of the Company shall become aware of the existence of an Acquiring Person.

(dd) “Spread” shall have the meaning set forth in Section 11(a)(iii) hereof.

(ee) “Subsidiary” of any Person shall mean any corporation or other entity of which securities or other ownership interests having ordinary voting power sufficient to elect a majority of the board of directors or other persons performing similar functions are beneficially owned, directly or indirectly, by such Person, and any corporation or other entity that is otherwise controlled by such Person.

(ff) “Substitution Period” shall have the meaning set forth in Section 11(a)(iii) hereof.

(gg) “Summary of Rights” shall have the meaning set forth in Section 3 hereof.

(hh) “Trading Day” shall have the meaning set forth in Section 11(d)(i) hereof.

Section 2. Appointment of Rights Agent . The Company hereby appoints the Rights Agent to act as agent for the Company in accordance with the terms and conditions hereof, and the Rights Agent hereby accepts such appointment. The Company may from time to time appoint such co-Rights Agents as it may deem necessary or desirable.

Section 3. Issue of Right Certificates .

(a) Until the Close of Business on the earlier of (i) the tenth day after the Shares Acquisition Date or (ii) the tenth Business Day (or such later date as may be determined by action of the Board of Directors of the Company prior to such time as any Person becomes an Acquiring Person) after the date of the commencement by any Person (other than an Exempt Person) of, or of the first public announcement of the intention of such Person (other than an Exempt Person) to commence, a tender or exchange offer the consummation of which would result in any Person (other than an Exempt Person) becoming the Beneficial Owner of shares of Common Stock aggregating 15% or more of the Common Stock then outstanding (the earlier of such dates being herein referred to as the “Distribution Date”, provided , however , that if either of such dates occurs after the date of this Agreement and on or prior to the Record Date, then the Distribution Date shall be the Record Date), (x) the Rights will be evidenced (subject to the provisions of Section 3(b) hereof) by the certificates for Common Stock registered in the names of the holders thereof and not by separate Right Certificates, and (y) the Rights will be transferable only in connection with the transfer of Common Stock. As soon as practicable after the Distribution Date, the Company will prepare and execute, the Rights Agent will countersign and the Company will send or cause to be sent (and the Rights Agent will, if requested, send) by first-class, insured, postage-prepaid mail, to each record holder of Common Stock as of the close of business on the Distribution Date (other than any Acquiring Person or any Associate or Affiliate of an Acquiring Person), at the address of such holder shown on the records of the Company, a Right Certificate, in substantially the form of Exhibit B hereto (a “Right Certificate”), evidencing one Right (subject to adjustment as provided herein) for each share of Common Stock so held. As of the Distribution Date, the Rights will be evidenced solely by such Right Certificates.

(b) On the Record Date, or as soon as practicable thereafter, the Company will send a copy of a Summary of Rights to Purchase Shares of Preferred Stock, in substantially the form of Exhibit C hereto (the “Summary of Rights”), by postage-prepaid mail, to each record holder of Common Stock as of the Close of Business on the Record Date (other than any Acquiring Person or any Associate or Affiliate of any Acquiring Person), at the address of such holder shown on the records of the Company. With respect

to certificates for Common Stock outstanding as of the Record Date, until the Distribution Date, the Rights will be evidenced by such certificates registered in the names of the holders thereof together with a copy of the Summary of Rights attached thereto. Until the Distribution Date (or, if earlier, the Expiration Date), the surrender for transfer of any certificate for Common Stock outstanding on the Record Date, with or without a copy of the Summary of Rights, shall also constitute the transfer of the Rights associated with the Common Stock represented thereby.

(c) Rights shall be issued in respect of all shares of Common Stock issued or disposed of (including, without limitation, upon disposition of Common Stock out of treasury stock or issuance or reissuance of Common Stock out of authorized but unissued shares) after the Record Date but prior to the earlier of the Distribution Date and the Expiration Date, or in certain circumstances provided in Section 22 hereof, after the Distribution Date. Certificates issued for Common Stock (including, without limitation, upon transfer of outstanding Common Stock, disposition of Common Stock out of treasury stock or issuance or reissuance of Common Stock out of authorized but unissued shares) after the Record Date but prior to the earlier of the Distribution Date and the Expiration Date shall have impressed on, printed on, written on or otherwise affixed to them substantially the following legend:

> This certificate also evidences and entitles the holder hereof to certain Rights as set forth in a Rights Agreement between TreeHouse Foods, Inc. and The Bank of New York, as Rights Agent, dated as of _____ ___, 2005 and as amended from time to time (the "Agreement"), the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal executive offices of TreeHouse Foods, Inc. Under certain circumstances, as set forth in the Agreement, such Rights will be evidenced by separate certificates and will no longer be evidenced by this certificate. TreeHouse Foods, Inc. will mail to the holder of this certificate a copy of the Agreement without charge after receipt of a written request therefor. Under certain circumstances, as set forth in the Agreement, Rights beneficially owned by or transferred to any Person who is or becomes an Acquiring Person (as defined in the Agreement) and certain transferees thereof will become null and void and will no longer be transferable .

With respect to such certificates containing the foregoing legend, until the Distribution Date, the Rights associated with the Common Stock represented by such certificates shall be evidenced by such certificates alone, and the surrender for transfer of any such certificate, except as otherwise provided herein, shall also constitute the transfer of the Rights associated with the Common Stock represented thereby. In the event that the Company purchases or otherwise acquires any Common Stock after the Record Date but prior to the Distribution Date, any Rights associated with such Common Stock shall be

deemed canceled and retired so that the Company shall not be entitled to exercise any Rights associated with the Common Stock which are no longer outstanding.

Notwithstanding this paragraph (c), the omission of a legend shall not affect the enforceability of any part of this Agreement or the rights of any holder of the Rights.

Section 4. Form of Right Certificates . The Right Certificates (and the forms of election to purchase shares and of assignment to be printed on the reverse thereof) shall be substantially the same as Exhibit B hereto and may have such marks of identification or designation and such legends, summaries or endorsements printed thereon as the Company may deem appropriate and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any applicable law or with any applicable rule or regulation made pursuant thereto or with any rule or regulation of any applicable stock exchange or interdealer quotation system on which the Rights may from time to time be listed or quoted, or to conform to usage. Subject to the provisions of this Agreement, the Right Certificates shall entitle the holders thereof to purchase such number of one one-hundredths of a share of Preferred Stock as shall be set forth therein at the Purchase Price, but the number of such one one-hundredths of a share of Preferred Stock and the Purchase Price shall be subject to adjustment as provided herein.

Section 5. Countersignature and Registration .

(a) The Right Certificates shall be executed on behalf of the Company by the President of the Company, either manually or by facsimile signature, shall have affixed thereto the Company's seal or a facsimile thereof and shall be attested by the Secretary of the Company, either manually or by facsimile signature. The Right Certificates shall be manually countersigned by the Rights Agent and shall not be valid for any purpose unless countersigned. In case any officer of the Company who shall have signed any of the Right Certificates shall cease to be such officer of the Company before countersignature by the Rights Agent and issuance and delivery by the Company, such Right Certificates, nevertheless, may be countersigned by the Rights Agent and issued and delivered by the Company with the same force and effect as though the Person who signed such Right Certificates had not ceased to be such officer of the Company; and any Right Certificate may be signed on behalf of the Company by any Person who, at the actual date of the execution of such Right Certificate, shall be a proper officer of the Company to sign such Right Certificate, although at the date of the execution of this Agreement any such Person was not such an officer.

(b) Following the Distribution Date, the Rights Agent will keep or cause to be kept, at an office or agency designated for such purpose, books for registration and transfer of the Right Certificates issued hereunder. Such books shall show the names and addresses of the respective holders of the Right Certificates, the number of Rights evidenced on its face by each of the Right Certificates and the date of each of the Right Certificates.

Section 6. Transfer, Split Up, Combination and Exchange of Right Certificates; Mutilated, Destroyed, Lost or Stolen Right Certificates .

(a) Subject to the provisions of this Agreement, at any time after the Distribution Date and prior to the Expiration Date, any Right Certificate or Right Certificates may be transferred, split up, combined or exchanged for another Right Certificate or Right Certificates, entitling the registered holder to purchase a like number of one one-hundredths of a share of Preferred Stock as the Right Certificate or Right Certificates surrendered then entitled such holder to purchase. Any registered holder desiring to transfer, split up, combine or exchange any Right Certificate or Right Certificates shall make such request in writing delivered to the Rights Agent, and shall surrender the Right Certificate or Right Certificates to be transferred, split up, combined or exchanged at the office or agency of the Rights Agent designated for such purpose. Thereupon the Rights Agent shall countersign and deliver to the Person entitled thereto a Right Certificate or Right Certificates, as the case may be, as so requested. The Company may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer, split up, combination or exchange of Right Certificates.

(b) Subject to the provisions of this Agreement, at any time after the Distribution Date and prior to the Expiration Date, upon receipt by the Company and the Rights Agent of evidence reasonably satisfactory to them of the loss, theft, destruction or mutilation of a Right Certificate, and, in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to them, and, at the Company's or the Rights Agent's request, reimbursement to the Company and the Rights Agent of all reasonable expenses incidental thereto, and upon surrender to the Rights Agent and cancellation of the Right Certificate if mutilated, the Company will make and deliver a new Right Certificate of like tenor to the Rights Agent for delivery to the registered holder in lieu of the Right Certificate so lost, stolen, destroyed or mutilated.

Section 7. Exercise of Rights, Purchase Price; Expiration Date of Rights .

(a) Except as otherwise provided herein, the Rights shall become exercisable on the Distribution Date, and thereafter the registered holder of any Right Certificate may, subject to Section 11(a)(ii) hereof and except as otherwise provided herein, exercise the Rights evidenced thereby in whole or in part upon surrender of the Right Certificate, with the form of election to purchase on the reverse side thereof duly executed, to the Rights Agent at the office or agency of the Rights Agent designated for such purpose, together with payment of the aggregate Purchase Price with respect to the total number of one one-hundredths of a share of Preferred Stock (or other securities, cash or other assets, as the case may be) as to which the Rights are exercised, at any time which is both after the Distribution Date and prior to the time (the "Expiration Date") that is the earliest of (i) the Close of Business on _____ ___, 2010 (the "Final Expiration Date"), (ii) the time at which the Rights are redeemed as provided in Section 23 hereof (the

"Redemption Date") or (iii) the time at which such Rights are exchanged as provided in Section 24 hereof.

(b) The Purchase Price shall be initially $___for each one one-hundredth of a share of Preferred Stock purchasable upon the exercise of a Right. The Purchase Price and the number of one one-hundredths of a share of Preferred Stock or other securities or property to be acquired upon exercise of a Right shall be subject to adjustment from time to time as provided in Sections 11 and 13 hereof and shall be payable in lawful money of the United States of America in accordance with paragraph (c) of this Section 7.

(c) Except as otherwise provided herein, upon receipt of a Right Certificate representing exercisable Rights, with the form of election to purchase duly executed, accompanied by payment of the aggregate Purchase Price for the shares of Preferred Stock to be purchased and an amount equal to any applicable transfer tax required to be paid by the holder of such Right Certificate in accordance with Section 9 hereof, in cash or by certified check, cashier's check or money order payable to the order of the Company, the Rights Agent shall thereupon promptly (i) (A) requisition from any transfer agent of the Preferred Stock, or make available if the Rights Agent is the transfer agent for the Preferred Stock, certificates for the number of shares of Preferred Stock to be purchased, and the Company hereby irrevocably authorizes its transfer agent to comply with all such requests, or (B) requisition from a depositary agent appointed by the Company depositary receipts representing interests in such number of one one-hundredths of a share of Preferred Stock as are to be purchased (in which case certificates for the Preferred Stock represented by such receipts shall be deposited by the transfer agent with the depositary agent), and the Company hereby directs any such depositary agent to comply with such request, (ii) when appropriate, requisition from the Company the amount of cash to be paid in lieu of issuance of fractional shares in accordance with Section 14 hereof, (iii) promptly after receipt of such certificates or depositary receipts, cause the same to be delivered to or upon the order of the registered holder of such Right Certificate, registered in such name or names as may be designated by such holder and (iv) when appropriate, after receipt, promptly deliver such cash to or upon the order of the registered holder of such Right Certificate.

(d) Except as otherwise provided herein, in case the registered holder of any Right Certificate shall exercise less than all of the Rights evidenced thereby, a new Right Certificate evidencing Rights equivalent to the exercisable Rights remaining unexercised shall be issued by the Rights Agent to the registered holder of such Right Certificate or to his duly authorized assigns, subject to the provisions of Section 14 hereof.

(e) Notwithstanding anything in this Agreement to the contrary, neither the Rights Agent nor the Company shall be obligated to undertake any action with respect to a registered holder of Rights upon the occurrence of any purported transfer or exercise of Rights pursuant to Section 6 hereof or this Section 7 unless such registered holder shall have (i) completed and signed the certificate contained in the form of assignment or form

of election to purchase set forth on the reverse side of the Right Certificate surrendered for such transfer or exercise and (ii) provided such additional evidence of the identity of the Beneficial Owner (or former Beneficial Owner) thereof as the Company shall reasonably request.

Section 8. Cancellation and Destruction of Right Certificates . All Right Certificates surrendered for the purpose of exercise, transfer, split up, combination or exchange shall, if surrendered to the Company or to any of its agents, be delivered to the Rights Agent for cancellation or in canceled form, or, if surrendered to the Rights Agent, shall be canceled by it, and no Right Certificates shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Agreement. The Company shall deliver to the Rights Agent for cancellation and retirement, and the Rights Agent shall so cancel and retire, any other Right Certificate purchased or acquired by the Company otherwise than upon the exercise thereof. The Rights Agent shall deliver all canceled Right Certificates to the Company, or shall, at the written request of the Company, destroy such canceled Right Certificates, and in such case shall deliver a certificate of destruction thereof to the Company.

Section 9. Availability of Shares of Preferred Stock .

(a) The Company covenants and agrees that it will cause to be reserved and kept available out of its authorized and unissued shares of Preferred Stock, or any shares of Preferred Stock held in its treasury, the number of shares of Preferred Stock that will be sufficient to permit the exercise in full of all outstanding Rights.

(b) So long as the shares of Preferred Stock issuable upon the exercise of Rights may be listed or admitted to trading on any national securities exchange, or quoted on NASDAQ, the Company shall use its best efforts to cause, from and after such time as the Rights become exercisable, all shares reserved for such issuance to be listed or admitted to trading on such exchange, or quoted on NASDAQ, upon official notice of issuance upon such exercise.

(c) From and after such time as the Rights become exercisable, the Company shall use its best efforts, if then necessary to permit the issuance of shares of Preferred Stock upon the exercise of Rights, to register and qualify such shares of Preferred Stock under the Securities Act and any applicable state securities or “Blue Sky” laws (to the extent exemptions therefrom are not available), cause such registration statement and qualifications to become effective as soon as possible after such filing and keep such registration and qualifications effective (with a prospectus at all times meeting the requirements of the Securities Act) until the earlier of the date as of which the Rights are no longer exercisable for such securities and the Expiration Date. The Company may temporarily suspend, for a period of time not to exceed 90 days, the exercisability of the Rights in order to prepare and file a registration statement under the Securities Act and permit it to become effective. Upon any such suspension, the Company shall issue a public announcement stating that the exercisability of the Rights has been temporarily

suspended, as well as a public announcement at such time as the suspension is no longer in effect. Notwithstanding any provision of this Agreement to the contrary, the Rights shall not be exercisable in any jurisdiction unless the requisite qualification in such jurisdiction shall have been obtained and until a registration statement under the Securities Act shall have been declared effective, unless an exemption therefrom is available.

(d) The Company covenants and agrees that it will take all such action as may be necessary to ensure that all shares of Preferred Stock delivered upon exercise of Rights shall, at the time of delivery of the certificates therefor (subject to payment of the Purchase Price), be duly and validly authorized and issued and fully paid and nonassessable shares.

(e) The Company further covenants and agrees that it will pay when due and payable any and all federal and state transfer taxes and charges which may be payable in respect of the issuance or delivery of the Right Certificates or of any shares of Preferred Stock upon the exercise of Rights. The Company shall not, however, be required to pay any transfer tax which may be payable in respect of any transfer or delivery of Right Certificates to a Person other than, or the issuance or delivery of certificates or depositary receipts for the Preferred Stock in a name other than that of, the registered holder of the Right Certificate evidencing Rights surrendered for exercise or to issue or deliver any certificates or depositary receipts for Preferred Stock upon the exercise of any Rights until any such tax shall have been paid (any such tax being payable by that holder of such Right Certificate at the time of surrender) or until it has been established to the Company's reasonable satisfaction that no such tax is due.

Section 10. Preferred Stock Record Date . Each Person in whose name any certificate for Preferred Stock is issued upon the exercise of Rights shall for all purposes be deemed to have become the holder of record of the shares of Preferred Stock represented thereby on, and such certificate shall be dated, the date upon which the Right Certificate evidencing such Rights was duly surrendered and payment of the Purchase Price (and any applicable transfer taxes) was made; provided , however , that if the date of such surrender and payment is a date upon which the Preferred Stock transfer books of the Company are closed, such Person shall be deemed to have become the record holder of such shares on, and such certificate shall be dated, the next succeeding Business Day on which the Preferred Stock transfer books of the Company are open. Prior to the exercise of the Rights evidenced thereby, the holder of a Right Certificate shall not be entitled to any rights of a holder of Preferred Stock for which the Rights shall be exercisable, including, without limitation, the right to vote or to receive dividends or other distributions, and shall not be entitled to receive any notice of any proceedings of the Company, except as provided herein.

Section 11. Adjustment of Purchase Price, Number and Kind of Shares and Number of Rights . The Purchase Price, the number of shares of Preferred Stock or other securities or property purchasable upon exercise of each Right and the number of Rights outstanding are subject to adjustment from time to time as provided in this Section 11.

(a)(i) In the event the Company shall at any time after the date of this Agreement (A) declare and pay a dividend on the Preferred Stock payable in shares of Preferred Stock, (B) subdivide the outstanding Preferred Stock, (C) combine the outstanding Preferred Stock into a smaller number of shares of Preferred Stock or (D) issue any shares of its capital stock in a reclassification of the Preferred Stock (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing or surviving corporation), except as otherwise provided in this Section 11(a), the number and kind of shares of capital stock issuable upon exercise of a Right as of the record date for such dividend or the effective date of such subdivision, combination or reclassification shall be proportionately adjusted so that the holder of any Right exercised after such time shall be entitled to receive the aggregate number and kind of shares of capital stock which, if such Right had been exercised immediately prior to such date and at a time when the Preferred Stock transfer books of the Company were open, the holder would have owned upon such exercise and been entitled to receive by virtue of such dividend, subdivision, combination or reclassification.

(ii) Subject to Section 24 of this Agreement, in the event any Person becomes an Acquiring Person (the first occurrence of such event being referred to hereinafter as the "Flip-In Event"), then (A) the Purchase Price shall be adjusted to be the Purchase Price in effect immediately prior to the Flip-In Event multiplied by the number of one one-hundredths of a share of Preferred Stock for which a Right was exercisable immediately prior to such Flip-In Event, whether or not such Right was then exercisable, and (B) each holder of a Right, except as otherwise provided in this Section 11(a)(ii) and Section 11(a)(iii) hereof, shall thereafter have the right to receive, upon exercise thereof at a price equal to the Purchase Price (as so adjusted), in accordance with the terms of this Agreement and in lieu of shares of Preferred Stock, such number of shares of Common Stock as shall equal the result obtained by dividing the Purchase Price (as so adjusted) by 50% of the current per share market price of the Common Stock (determined pursuant to Section 11(d) hereof) on the date of such Flip-In Event; provided , however , that the Purchase Price (as so adjusted) and the number of shares of Common Stock so receivable upon exercise of a Right shall, following the Flip-In Event, be subject to further adjustment as appropriate in accordance with Section 11(f) hereof. Notwithstanding anything in this Agreement to the contrary, however, from and after the Flip-In Event, any Rights that are beneficially owned by (x) any Acquiring Person (or any Affiliate or Associate of any Acquiring Person), (y) a transferee of any Acquiring Person (or any such Affiliate or Associate) who becomes a transferee after the Flip-In Event or (z) a transferee of any Acquiring Person (or any such Affiliate or Associate) who became a transferee prior to or concurrently with the Flip-In Event pursuant to either (I) a transfer from the Acquiring Person to holders of its equity securities or to any Person with whom it has any continuing agreement, arrangement or understanding regarding the transferred Rights or (II) a transfer which the Board of Directors of the Company has determined is part of a plan, arrangement or understanding which has the purpose or effect of avoiding the provisions of this paragraph, and subsequent transferees of such Persons, shall be void without any further action and any holder of such Rights shall thereafter have no rights whatsoever

with respect to such Rights under any provision of this Agreement. The Company shall use all reasonable efforts to ensure that the provisions of this Section 11(a)(ii) are complied with, but shall have no liability to any holder of Right Certificates or other Person as a result of its failure to make any determinations with respect to an Acquiring Person or its Affiliates, Associates or transferees hereunder. From and after the Flip-In Event, no Right Certificate shall be issued pursuant to Section 3 or Section 6 hereof that represents Rights that are or have become void pursuant to the provisions of this paragraph, and any Right Certificate delivered to the Rights Agent that represents Rights that are or have become void pursuant to the provisions of this paragraph shall be canceled. From and after the occurrence of an event specified in Section 13(a) hereof, any Rights that theretofore have not been exercised pursuant to this Section 11(a)(ii) shall thereafter be exercisable only in accordance with Section 13 and not pursuant to this Section 11(a)(ii).

(iii) The Company may at its option substitute for a share of Common Stock issuable upon the exercise of Rights in accordance with the foregoing subparagraph (ii) a number of shares of Preferred Stock or fraction thereof such that the current per share market price of one share of Preferred Stock multiplied by such number or fraction is equal to the current per share market price of one share of Common Stock. In the event that there shall not be sufficient shares of Common Stock issued but not outstanding or authorized but unissued to permit the exercise in full of the Rights in accordance with the foregoing subparagraph (ii), the Board of Directors of the Company shall, with respect to such deficiency, to the extent permitted by applicable law and any material agreements then in effect to which the Company is a party, (A) determine the excess (such excess, the "Spread") of (1) the value of the shares of Common Stock issuable upon the exercise of a Right in accordance with the foregoing subparagraph (ii) (the "Current Value") over (2) the Purchase Price (as adjusted in accordance with the foregoing subparagraph (ii)), and (B) with respect to each Right (other than Rights which have become void pursuant to the foregoing subparagraph (ii)), make adequate provision to substitute for the shares of Common Stock issuable in accordance with the foregoing subparagraph (ii) upon exercise of the Right and payment of the Purchase Price (as adjusted in accordance therewith), (1) cash, (2) a reduction in such Purchase Price, (3) shares of Preferred Stock or other equity securities of the Company (including, without limitation, shares or fractions of shares of preferred stock which, by virtue of having dividend, voting and liquidation rights substantially comparable to those of the shares of Common Stock, are deemed in good faith by the Board of Directors of the Company to have substantially the same value as the shares of Common Stock (such shares of Preferred Stock and shares or fractions of shares of preferred stock are hereinafter referred to as "Common Stock Equivalents")), (4) debt securities of the Company, (5) other assets, or (6) any combination of the foregoing, having a value which, when added to the value of the shares of Common Stock issued upon exercise of such Right, shall have an aggregate value equal to the Current Value (less the amount of any reduction in such Purchase Price), where such aggregate value has been determined by the Board of Directors of the Company upon the advice of a nationally recognized investment banking firm selected in good faith by the Board of Directors of the Company; provided , however , that if the Company shall not make adequate provision to deliver value pursuant to clause (B) above within thirty (30) days following the Flip-In

Event (the date of the Flip-In Event being the "Section 11(a)(ii) Trigger Date"), then the Company shall be obligated to deliver, to the extent permitted by applicable law and any material agreements then in effect to which the Company is a party, upon the surrender for exercise of a Right and without requiring payment of such Purchase Price, shares of Common Stock (to the extent available), and then, if necessary, such number or fractions of shares of Preferred Stock (to the extent available) and then, if necessary, cash, which shares and/or cash have an aggregate value equal to the Spread. If, upon the occurrence of the Flip-In Event, the Board of Directors of the Company shall determine in good faith that it is likely that sufficient additional shares of Common Stock could be authorized for issuance upon exercise in full of the Rights, then, if the Board of Directors of the Company so elects, the thirty (30) day period set forth above may be extended to the extent necessary, but not more than ninety (90) days after the Section 11(a)(ii) Trigger Date, in order that the Company may seek stockholder approval for the authorization of such additional shares (such thirty (30) day period, as it may be extended, is herein called the "Substitution Period"). To the extent that the Company determines that some action need be taken pursuant to the second and/or third sentence of this Section 11(a)(iii), the Company (x) shall provide, subject to Section 11(a)(ii) hereof and the last sentence of this Section 11(a)(iii) hereof, that such action shall apply uniformly to all outstanding Rights and (y) may suspend the exercisability of the Rights until the expiration of the Substitution Period in order to seek any authorization of additional shares and/or to decide the appropriate form of distribution to be made pursuant to such second sentence and to determine the value thereof. In the event of any such suspension, the Company shall issue a public announcement stating that the exercisability of the Rights has been temporarily suspended, as well as a public announcement at such time as the suspension is no longer in effect. For purposes of this Section 11(a)(iii), the value of the shares of Common Stock shall be the current per share market price (as determined pursuant to Section 11(d)(i)) on the Section 11(a)(ii) Trigger Date and the per share or fractional value of any "Common Stock Equivalent" shall be deemed to equal the current per share market price of the Common Stock. The Board of Directors of the Company may, but shall not be required to, establish procedures to allocate the right to receive shares of Common Stock upon the exercise of the Rights among holders of Rights pursuant to this Section 11(a)(iii).

(b) In case the Company shall fix a record date for the issuance of rights, options or warrants to all holders of Preferred Stock entitling them (for a period expiring within 45 calendar days after such record date) to subscribe for or purchase Preferred Stock (or shares having the same rights, privileges and preferences as the Preferred Stock ("Equivalent Preferred Shares")) or securities convertible into Preferred Stock or Equivalent Preferred Shares at a price per share of Preferred Stock or Equivalent Preferred Shares (or having a conversion price per share, if a security convertible into shares of Preferred Stock or Equivalent Preferred Shares) less than the then current per share market price of the Preferred Stock (determined pursuant to Section 11(d) hereof) on such record date, the Purchase Price to be in effect after such record date shall be determined by multiplying the Purchase Price in effect immediately prior to such record date by a fraction, the numerator of which shall be the number of shares of Preferred Stock and Equivalent Preferred Shares outstanding on such record date plus the number of shares of

Preferred Stock and Equivalent Preferred Shares which the aggregate offering price of the total number of shares of Preferred Stock and/or Equivalent Preferred Shares so to be offered (and/or the aggregate initial conversion price of the convertible securities so to be offered) would purchase at such current market price, and the denominator of which shall be the number of shares of Preferred Stock and Equivalent Preferred Shares outstanding on such record date plus the number of additional shares of Preferred Stock and/or Equivalent Preferred Shares to be offered for subscription or purchase (or into which the convertible securities so to be offered are initially convertible); provided , however , that in no event shall the consideration to be paid upon the exercise of one Right be less than the aggregate par value of the shares of capital stock of the Company issuable upon exercise of one Right. In case such subscription price may be paid in a consideration part or all of which shall be in a form other than cash, the value of such consideration shall be as determined in good faith by the Board of Directors of the Company, whose determination shall be described in a statement filed with the Rights Agent. Shares of Preferred Stock and Equivalent Preferred Shares owned by or held for the account of the Company shall not be deemed outstanding for the purpose of any such computation. Such adjustment shall be made successively whenever such a record date is fixed; and in the event that such rights, options or warrants are not so issued, the Purchase Price shall be adjusted to be the Purchase Price which would then be in effect if such record date had not been fixed.

(c) In case the Company shall fix a record date for the making of a distribution to all holders of the Preferred Stock (including any such distribution made in connection with a consolidation or merger in which the Company is the continuing or surviving corporation) of evidences of indebtedness or assets (other than a regular quarterly cash dividend or a dividend payable in Preferred Stock) or subscription rights or warrants (excluding those referred to in Section 11(b) hereof), the Purchase Price to be in effect after such record date shall be determined by multiplying the Purchase Price in effect immediately prior to such record date by a fraction, the numerator of which shall be the then current per share market price of the Preferred Stock (determined pursuant to Section 11(d) hereof) on such record date, less the fair market value (as determined in good faith by the Board of Directors of the Company whose determination shall be described in a statement filed with the Rights Agent) of the portion of the assets or evidences of indebtedness so to be distributed or of such subscription rights or warrants applicable to one share of Preferred Stock, and the denominator of which shall be such current per share market price (determined pursuant to Section 11(d) hereof) of the Preferred Stock; provided , however , that in no event shall the consideration to be paid upon the exercise of one Right be less than the aggregate par value of the shares of capital stock of the Company to be issued upon exercise of one Right. Such adjustments shall be made successively whenever such a record date is fixed; and in the event that such distribution is not so made, the Purchase Price shall again be adjusted to be the Purchase Price which would then be in effect if such record date had not been fixed.

(d)(i) Except as otherwise provided herein, for the purpose of any computation hereunder, the “current per share market price” of any security (a “Security” for the purpose of this Section 11(d)(i)) on any date shall be deemed to be the average of

the daily closing prices per share of such Security for the 30 consecutive Trading Days (as such term is hereinafter defined) immediately prior to such date; provided , however , that in the event that the current per share market price of the Security is determined during a period following the announcement by the issuer of such Security of (A) a dividend or distribution on such Security payable in shares of such Security or securities convertible into such shares, or (B) any subdivision, combination or reclassification of such Security, and prior to the expiration of 30 Trading Days after the ex-dividend date for such dividend or distribution, or the record date for such subdivision, combination or reclassification, then, and in each such case, the current per share market price shall be appropriately adjusted to reflect the current market price per share equivalent of such Security. The closing price for each day shall be the last sale price, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, in either case as reported by the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the New York Stock Exchange or, if the Security is not listed or admitted to trading on the New York Stock Exchange, as reported in the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which the Security is listed or admitted to trading or, if the Security is not listed or admitted to trading on any national securities exchange, the last quoted price or, if not so quoted, the average of the high bid and low asked prices on NASDAQ or in the over-the-counter market, as reported by NASDAQ or such other system then in use, or, if on any such date the Security is not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the Security selected by the Board of Directors of the Company. The term “Trading Day” shall mean a day on which the principal national securities exchange on which the Security is listed or admitted to trading is open for the transaction of business or, if the Security is not listed or admitted to trading on any national securities exchange, a Business Day.

(ii) For the purpose of any computation hereunder, if the Preferred Stock is publicly traded, the “current per share market price” of the Preferred Stock shall be determined in accordance with the method set forth in Section 11(d)(i). If the Preferred Stock is not publicly traded but the Common Stock is publicly traded, the “current per share market price” of the Preferred Stock shall be conclusively deemed to be the current per share market price of the Common Stock as determined pursuant to Section 11(d)(i) multiplied by the then applicable Adjustment Number (as defined in and determined in accordance with the Certificate of Designation for the Preferred Stock). If neither the Common Stock nor the Preferred Stock is publicly traded, “current per share market price” shall mean the fair value per share as determined in good faith by the Board of Directors of the Company, whose determination shall be described in a statement filed with the Rights Agent.

(e) No adjustment in the Purchase Price shall be required unless such adjustment would require an increase or decrease of at least 1% in the Purchase Price; provided , however , that any adjustments which by reason of this Section 11(e) are not required to be made shall be carried forward and taken into account in any subsequent

adjustment. All calculations under this Section 11 shall be made to the nearest cent or to the nearest one hundred-thousandth of a share of Preferred Stock or one-hundredth of a share of Common Stock or other share or security as the case may be. Notwithstanding the first sentence of this Section 11(e), any adjustment required by this Section 11 shall be made no later than the earlier of (i) three years from the date of the transaction which requires such adjustment or (ii) the Expiration Date.

(f) If as a result of an adjustment made pursuant to Section 11(a) hereof, the holder of any Right thereafter exercised shall become entitled to receive any shares of capital stock of the Company other than the Preferred Stock, thereafter the Purchase Price and the number of such other shares so receivable upon exercise of a Right shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Preferred Stock contained in Sections 11(a), 11(b), 11(c), 11(e), 11(h), 11(i) and 11(m) hereof, as applicable, and the provisions of Sections 7, 9, 10, 13 and 14 hereof with respect to the Preferred Stock shall apply on like terms to any such other shares.

(g) All Rights originally issued by the Company subsequent to any adjustment made to the Purchase Price hereunder shall evidence the right to purchase, at the adjusted Purchase Price, the number of one one-hundredths of a share of Preferred Stock purchasable from time to time hereunder upon exercise of the Rights, all subject to further adjustment as provided herein.

(h) Unless the Company shall have exercised its election as provided in Section 11(i), upon each adjustment of the Purchase Price as a result of the calculations made in Sections 11(b) and 11(c), each Right outstanding immediately prior to the making of such adjustment shall thereafter evidence the right to purchase, at the adjusted Purchase Price, that number of one one-hundredths of a share of Preferred Stock (calculated to the nearest one hundred-thousandth of a share of Preferred Stock) obtained by (i) multiplying (x) the number of one one-hundredths of a share purchasable upon the exercise of a Right immediately prior to such adjustment by (y) the Purchase Price in effect immediately prior to such adjustment and (ii) dividing the product so obtained by the Purchase Price in effect immediately after such adjustment.

(i) The Company may elect on or after the date of any adjustment of the Purchase Price pursuant to Sections 11(b) or 11(c) hereof to adjust the number of Rights, in substitution for any adjustment in the number of one one-hundredths of a share of Preferred Stock purchasable upon the exercise of a Right. Each of the Rights outstanding after such adjustment of the number of Rights shall be exercisable for the number of one one-hundredths of a share of Preferred Stock for which a Right was exercisable immediately prior to such adjustment. Each Right held of record prior to such adjustment of the number of Rights shall become that number of Rights (calculated to the nearest one-hundredth) obtained by dividing the Purchase Price in effect immediately prior to adjustment of the Purchase Price by the Purchase Price in effect immediately after adjustment of the Purchase Price. The Company shall make a public announcement of its

election to adjust the number of Rights, indicating the record date for the adjustment, and, if known at the time, the amount of the adjustment to be made. Such record date may be the date on which the Purchase Price is adjusted or any day thereafter, but, if the Right Certificates have been issued, shall be at least 10 days later than the date of the public announcement. If Right Certificates have been issued, upon each adjustment of the number of Rights pursuant to this Section 11(i), the Company may, as promptly as practicable, cause to be distributed to holders of record of Right Certificates on such record date Right Certificates evidencing, subject to Section 14 hereof, the additional Rights to which such holders shall be entitled as a result of such adjustment, or, at the option of the Company, shall cause to be distributed to such holders of record in substitution and replacement for the Right Certificates held by such holders prior to the date of adjustment, and upon surrender thereof, if required by the Company, new Right Certificates evidencing all the Rights to which such holders shall be entitled after such adjustment. Right Certificates so to be distributed shall be issued, executed and countersigned in the manner provided for herein and shall be registered in the names of the holders of record of Right Certificates on the record date specified in the public announcement.

(j) Irrespective of any adjustment or change in the Purchase Price or the number of one one-hundredths of a share of Preferred Stock issuable upon the exercise of a Right, the Right Certificates theretofore and thereafter issued may continue to express the Purchase Price and the number of one one-hundredths of a share of Preferred Stock which were expressed in the initial Right Certificates issued hereunder.

(k) Before taking any action that would cause an adjustment reducing the Purchase Price below the then par value, if any, of the fraction of Preferred Stock or other shares of capital stock issuable upon exercise of a Right, the Company shall take any corporate action which may, in the opinion of its counsel, be necessary in order that the Company may validly and legally issue fully paid and nonassessable shares of Preferred Stock or other such shares at such adjusted Purchase Price.

(l) In any case in which this Section 11 shall require that an adjustment in the Purchase Price be made effective as of a record date for a specified event, the Company may elect to defer until the occurrence of such event issuing to the holder of any Right exercised after such record date the Preferred Stock and other capital stock or securities of the Company, if any, issuable upon such exercise over and above the Preferred Stock and other capital stock or securities of the Company, if any, issuable upon such exercise on the basis of the Purchase Price in effect prior to such adjustment; provided , however , that the Company shall deliver to such holder a due bill or other appropriate instrument evidencing such holder’s right to receive such additional shares upon the occurrence of the event requiring such adjustment.

(m) Anything in this Section 11 to the contrary notwithstanding, the Company shall be entitled to make such adjustments in the Purchase Price, in addition to those adjustments expressly required by this Section 11, as and to the extent that it in its sole discretion shall determine to be advisable in order that any consolidation or

subdivision of the Preferred Stock, issuance wholly for cash of any shares of Preferred Stock at less than the current market price, issuance wholly for cash of Preferred Stock or securities which by their terms are convertible into or exchangeable for Preferred Stock, dividends on Preferred Stock payable in shares of Preferred Stock or issuance of rights, options or warrants referred to hereinabove in Section 11(b), hereafter made by the Company to holders of its Preferred Stock shall not be taxable to such holders.

(n) Anything in this Agreement to the contrary notwithstanding, in the event that at any time after the date of this Agreement and prior to the Distribution Date, the Company shall (i) declare and pay any dividend on the Common Stock payable in Common Stock or (ii) effect a subdivision, combination or consolidation of the Common Stock (by reclassification or otherwise than by payment of a dividend payable in Common Stock) into a greater or lesser number of shares of Common Stock, then, in each such case, the number of Rights associated with each share of Common Stock then outstanding, or issued or delivered thereafter, shall be proportionately adjusted so that the number of Rights thereafter associated with each share of Common Stock following any such event shall equal the result obtained by multiplying the number of Rights associated with each share of Common Stock immediately prior to such event by a fraction the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to the occurrence of the event and the denominator of which shall be the total number of shares of Common Stock outstanding immediately following the occurrence of such event.

(o) The Company agrees that, after the earlier of the Distribution Date or the Shares Acquisition Date, it will not, except as permitted by Sections 23, 24 or 27 hereof, take (or permit any Subsidiary to take) any action if at the time such action is taken it is reasonably foreseeable that such action will diminish substantially or eliminate the benefits intended to be afforded by the Rights.

Section 12. Certificate of Adjusted Purchase Price or Number of Shares . Whenever an adjustment is made as provided in Section 11 or 13 hereof, the Company shall promptly (a) prepare a certificate setting forth such adjustment, and a brief statement of the facts accounting for such adjustment, (b) file with the Rights Agent and with each transfer agent for the Common Stock and the Preferred Stock a copy of such certificate and (c) mail a brief summary thereof to each holder of a Right Certificate in accordance with Section 25 hereof (if so required under Section 25 hereof). The Rights Agent shall be fully protected in relying on any such certificate and on any adjustment therein contained and shall not be deemed to have knowledge of any such adjustment unless and until it shall have received such certificate.

Section 13. Consolidation, Merger or Sale or Transfer of Assets or Earning Power .

(a) In the event, directly or indirectly, at any time after the Flip-In Event (i) the Company shall consolidate with or shall merge into any other Person, (ii) any Person shall merge with and into the Company and the Company shall be the continuing or

surviving corporation of such merger and, in connection with such merger, all or part of the Common Stock shall be changed into or exchanged for stock or other securities of any other Person (or of the Company) or cash or any other property, or (iii) the Company shall sell or otherwise transfer (or one or more of its Subsidiaries shall sell or otherwise transfer), in one or more transactions, assets or earning power aggregating 50% or more of the assets or earning power of the Company and its Subsidiaries (taken as a whole) to any other Person (other than the Company or one or more wholly-owned Subsidiaries of the Company), then upon the first occurrence of such event, proper provision shall be made so that: (A) each holder of a Right (other than Rights which have become void pursuant to Section 11(a)(ii) hereof) shall thereafter have the right to receive, upon the exercise thereof at the Purchase Price (as theretofore adjusted in accordance with Section 11(a)(ii) hereof), in accordance with the terms of this Agreement and in lieu of shares of Preferred Stock or Common Stock of the Company, such number of validly authorized and issued, fully paid, non-assessable and freely tradeable shares of Common Stock of the Principal Party (as such term is hereinafter defined), not subject to any liens, encumbrances, rights of first refusal or other adverse claims, as shall equal the result obtained by dividing the Purchase Price (as theretofore adjusted in accordance with Section 11(a)(ii) hereof) by 50% of the current per share market price of the Common Stock of such Principal Party (determined pursuant to Section 11(d) hereof) on the date of consummation of such consolidation, merger, sale or transfer; provided , however , that the Purchase Price (as theretofore adjusted in accordance with Section 11(a)(ii) hereof) and the number of shares of Common Stock of such Principal Party so receivable upon exercise of a Right shall be subject to further adjustment as appropriate in accordance with Section 11(f) hereof to reflect any events occurring in respect of the Common Stock of such Principal Party after the occurrence of such consolidation, merger, sale or transfer; (B) such Principal Party shall thereafter be liable for, and shall assume, by virtue of such consolidation, merger, sale or transfer, all the obligations and duties of the Company pursuant to this Agreement; (C) the term "Company" shall thereafter be deemed to refer to such Principal Party; and (D) such Principal Party shall take such steps (including, but not limited to, the reservation of a sufficient number of its shares of Common Stock in accordance with Section 9 hereof) in connection with such consummation of any such transaction as may be necessary to assure that the provisions hereof shall thereafter be applicable, as nearly as reasonably may be, in relation to the shares of its Common Stock thereafter deliverable upon the exercise of the Rights; provided that, upon the subsequent occurrence of any consolidation, merger, sale or transfer of assets or other extraordinary transaction in respect of such Principal Party, each holder of a Right shall thereupon be entitled to receive, upon exercise of a Right and payment of the Purchase Price as provided in this Section 13(a), such cash, shares, rights, warrants and other property which such holder would have been entitled to receive had such holder, at the time of such transaction, owned the Common Stock of the Principal Party receivable upon the exercise of a Right pursuant to this Section 13(a), and such Principal Party shall take such steps (including, but not limited to, reservation of shares of stock) as may be necessary to permit the subsequent exercise of the Rights in accordance with the terms hereof for such cash, shares, rights, warrants and other property.

(b) "Principal Party" shall mean:

(i) in the case of any transaction described in (i) or (ii) of the first sentence of Section 13(a) hereof: (A) the Person that is the issuer of the securities into which the shares of Common Stock are converted in such merger or consolidation, or, if there is more than one such issuer, the issuer the shares of Common Stock of which have the greatest aggregate market value of shares outstanding, or (B) if no securities are so issued, (x) the Person that is the other party to the merger, if such Person survives said merger, or, if there is more than one such Person, the Person the shares of Common Stock of which have the greatest aggregate market value of shares outstanding or (y) if the Person that is the other party to the merger does not survive the merger, the Person that does survive the merger (including the Company if it survives) or (z) the Person resulting from the consolidation; and

(ii) in the case of any transaction described in (iii) of the first sentence of Section 13(a) hereof, the Person that is the party receiving the greatest portion of the assets or earning power transferred pursuant to such transaction or transactions, or, if each Person that is a party to such transaction or transactions receives the same portion of the assets or earning power so transferred or if the Person receiving the greatest portion of the assets or earning power cannot be determined, whichever of such Persons is the issuer of Common Stock having the greatest aggregate market value of shares outstanding;

provided, however, that in any such case described in the foregoing clause (b)(i) or (b)(ii), if the Common Stock of such Person is not at such time or has not been continuously over the preceding 12-month period registered under Section 12 of the Exchange Act, then (1) if such Person is a direct or indirect Subsidiary of another Person the Common Stock of which is and has been so registered, the term “Principal Party” shall refer to such other Person, or (2) if such Person is a Subsidiary, directly or indirectly, of more than one Person, the Common Stock of all of which is and has been so registered, the term “Principal Party” shall refer to whichever of such Persons is the issuer of Common Stock having the greatest aggregate market value of shares outstanding, or (3) if such Person is owned, directly or indirectly, by a joint venture formed by two or more Persons that are not owned, directly or indirectly, by the same Person, the rules set forth in clauses (1) and (2) above shall apply to each of the owners having an interest in the venture as if the Person owned by the joint venture was a Subsidiary of both or all of such joint venturers, and the Principal Party in each such case shall bear the obligations set forth in this Section 13 in the same ratio as its interest in such Person bears to the total of such interests.

(c) The Company shall not consummate any consolidation, merger, sale or transfer referred to in Section 13(a) hereof unless prior thereto the Company and the Principal Party involved therein shall have executed and delivered to the Rights Agent an agreement confirming that the requirements of Sections 13(a) and (b) hereof shall promptly be performed in accordance with their terms and that such consolidation, merger, sale or transfer of assets shall not result in a default by the Principal Party under this Agreement as the same shall have been assumed by the Principal Party pursuant to Sections 13(a) and (b)

hereof and providing that, as soon as practicable after executing such agreement pursuant to this Section 13, the Principal Party will:

(i) prepare and file a registration statement under the Securities Act, if necessary, with respect to the Rights and the securities purchasable upon exercise of the Rights on an appropriate form, use its best efforts to cause such registration statement to become effective as soon as practicable after such filing and use its best efforts to cause such registration statement to remain effective (with a prospectus at all times meeting the requirements of the Securities Act) until the Expiration Date and similarly comply with applicable state securities laws;

(ii) use its best efforts, if the Common Stock of the Principal Party shall be listed or admitted to trading on the New York Stock Exchange or on another national securities exchange, to list or admit to trading (or continue the listing of) the Rights and the securities purchasable upon exercise of the Rights on the New York Stock Exchange or such securities exchange, or, if the Common Stock of the Principal Party shall not be listed or admitted to trading on the New York Stock Exchange or a national securities exchange, to cause the Rights and the securities receivable upon exercise of the Rights to be authorized for quotation on NASDAQ or on such other system then in use;

(iii) deliver to holders of the Rights historical financial statements for the Principal Party which comply in all respects with the requirements for registration on Form 10 (or any successor form) under the Exchange Act; and

(iv) obtain waivers of any rights of first refusal or preemptive rights in respect of the Common Stock of the Principal Party subject to purchase upon exercise of outstanding Rights.

(d) In case the Principal Party has a provision in any of its authorized securities or in its certificate of incorporation or by-laws or any other instrument governing its affairs, which provision would have the effect of (i) causing such Principal Party to issue (other than to holders of Rights pursuant to this Section 13), in connection with, or as a consequence of, the consummation of a transaction referred to in this Section 13, shares of Common Stock or Common Stock Equivalents of such Principal Party at less than the then current market price per share thereof (determined pursuant to Section 11(d) hereof) or securities exercisable for, or convertible into, Common Stock or Common Stock Equivalents of such Principal Party at less than such then current market price, or (ii) providing for any special payment, tax or similar provision in connection with the issuance of the Common Stock of such Principal Party pursuant to the provisions of Section 13, then, in such event, the Company hereby agrees with each holder of Rights that it shall not consummate any such transaction unless prior thereto the Company and such Principal Party shall have executed and delivered to the Rights Agent a supplemental agreement providing that the provision in question of such Principal Party shall have been canceled, waived or amended, or that the authorized securities shall be redeemed, so that the

applicable provision will have no effect in connection with, or as a consequence of, the consummation of the proposed transaction.

(e) The Company covenants and agrees that it shall not, at any time after the Flip-In Event, enter into any transaction of the type described in clauses (i) through (iii) of Section 13(a) hereof if (i) at the time of or immediately after such consolidation, merger, sale, transfer or other transaction there are any rights, warrants or other instruments or securities outstanding or agreements in effect which would substantially diminish or otherwise eliminate the benefits intended to be afforded by the Rights, (ii) prior to, simultaneously with or immediately after such consolidation, merger, sale, transfer or other transaction, the stockholders of the Person who constitutes, or would constitute, the Principal Party for purposes of Section 13(b) hereof shall have received a distribution of Rights previously owned by such Person or any of its Affiliates or Associates or (iii) the form or nature of organization of the Principal Party would preclude or limit the exercisability of the Rights.

Section 14. Fractional Rights and Fractional Shares .

(a) The Company shall not be required to issue fractions of Rights (except prior to the Distribution Date in accordance with Section 11(n) hereof) or to distribute Right Certificates which evidence fractional Rights. In lieu of such fractional Rights, there shall be paid to the registered holders of the Right Certificates with regard to which such fractional Rights would otherwise be issuable, an amount in cash equal to the same fraction of the current market value of a whole Right. For the purposes of this Section 14(a), the current market value of a whole Right shall be the closing price of the Rights for the Trading Day immediately prior to the date on which such fractional Rights would have been otherwise issuable. The closing price for any day shall be the last sale price, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the New York Stock Exchange or, if the Rights are not listed or admitted to trading on the New York Stock Exchange, as reported in the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which the Rights are listed or admitted to trading or, if the Rights are not listed or admitted to trading on any national securities exchange, the last quoted price or, if not so quoted, the average of the high bid and low asked prices on NASDAQ or in the over-the-counter market, as reported by NASDAQ or such other system then in use or, if on any such date the Rights are not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the Rights selected by the Board of Directors of the Company. If on any such date no such market maker is making a market in the Rights, the fair value of the Rights on such date as determined in good faith by the Board of Directors of the Company shall be used.

(b) The Company shall not be required to issue fractions of Preferred Stock (other than fractions which are integral multiples of one one-hundredth of a share of

Preferred Stock) or to distribute certificates which evidence fractional shares of Preferred Stock (other than fractions which are integral multiples of one one-hundredth of a share of Preferred Stock) upon the exercise or exchange of Rights. Interests in fractions of Preferred Stock in integral multiples of one one-hundredth of a share of Preferred Stock may, at the election of the Company, be evidenced by depositary receipts, pursuant to an appropriate agreement between the Company and a depositary selected by it; provided that such agreement shall provide that the holders of such depositary receipts shall have all the rights, privileges and preferences to which they are entitled as beneficial owners of the Preferred Stock represented by such depositary receipts. In lieu of fractional shares of Preferred Stock that are not integral multiples of one one-hundredth of a share of Preferred Stock, the Company shall pay to the registered holders of Right Certificates at the time such Rights are exercised or exchanged as herein provided an amount in cash equal to the same fraction of the current market value of a whole share of Preferred Stock (as determined in accordance with Section 14(a) hereof) for the Trading Day immediately prior to the date of such exercise or exchange.

(c) The Company shall not be required to issue fractions of shares of Common Stock or to distribute certificates which evidence fractional shares of Common Stock upon the exercise or exchange of Rights. In lieu of such fractional shares of Common Stock, the Company shall pay to the registered holders of the Right Certificates with regard to which such fractional shares of Common Stock would otherwise be issuable an amount in cash equal to the same fraction of the current market value of a whole share of Common Stock (as determined in accordance with Section 14(a) hereof) for the Trading Day immediately prior to the date of such exercise or exchange.

(d) The holder of a Right by the acceptance of the Right expressly waives his right to receive any fractional Rights or any fractional shares upon exercise or exchange of a Right (except as provided above).

Section 15. Rights of Action . All rights of action in respect of this Agreement, excepting the rights of action given to the Rights Agent under Section 18 hereof, are vested in the respective registered holders of the Right Certificates (and, prior to the Distribution Date, the registered holders of the Common Stock); and any registered holder of any Right Certificate (or, prior to the Distribution Date, of the Common Stock), without the consent of the Rights Agent or of the holder of any other Right Certificate (or, prior to the Distribution Date, of the Common Stock), on his own behalf and for his own benefit, may enforce, and may institute and maintain any suit, action or proceeding against the Company to enforce, or otherwise act in respect of, his right to exercise the Rights evidenced by such Right Certificate (or, prior to the Distribution Date, such Common Stock) in the manner provided therein and in this Agreement. Without limiting the foregoing or any remedies available to the holders of Rights, it is specifically acknowledged that the holders of Rights would not have an adequate remedy at law for any breach of this Agreement and will be entitled to specific performance of the obligations under, and injunctive relief against actual or threatened violations of, the obligations of any Person subject to this Agreement.

Section 16. Agreement of Right Holders . Every holder of a Right, by accepting the same, consents and agrees with the Company and the Rights Agent and with every other holder of a Right that:

(a) prior to the Distribution Date, the Rights will be transferable only in connection with the transfer of the Common Stock;

(b) after the Distribution Date, the Right Certificates are transferable only on the registry books of the Rights Agent if surrendered at the office or agency of the Rights Agent designated for such purpose, duly endorsed or accompanied by a proper instrument of transfer; and

(c) the Company and the Rights Agent may deem and treat the Person in whose name the Right Certificate (or, prior to the Distribution Date, the Common Stock certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby (notwithstanding any notations of ownership or writing on the Right Certificates or the Common Stock certificate made by anyone other than the Company or the Rights Agent) for all purposes whatsoever, and neither the Company nor the Rights Agent, subject to Section 7(e) hereof, shall be affected by any notice to the contrary.

Section 17. Right Certificate Holder Not Deemed a Stockholder . No holder, as such, of any Right Certificate shall be entitled to vote, receive dividends or be deemed for any purpose the holder of the Preferred Stock or any other securities of the Company which may at any time be issuable on the exercise or exchange of the Rights represented thereby, nor shall anything contained herein or in any Right Certificate be construed to confer upon the holder of any Right Certificate, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting stockholders (except as provided in this Agreement), or to receive dividends or subscription rights, or otherwise, until the Rights evidenced by such Right Certificate shall have been exercised or exchanged in accordance with the provisions hereof.

Section 18. Concerning the Rights Agent .

(a) The Company agrees to pay to the Rights Agent reasonable compensation for all services rendered by it hereunder and, from time to time, on demand of the Rights Agent, its reasonable expenses and counsel fees and other disbursements incurred in the administration and execution of this Agreement and the exercise and performance of its duties hereunder. The Company also agrees to indemnify the Rights Agent for, and to hold it harmless against, any loss, liability or expense, incurred without negligence, bad faith or willful misconduct on the part of the Rights Agent, for anything done or omitted by the Rights Agent in connection with the acceptance and administration of this Agreement,

including the costs and expenses of defending against any claim of liability arising therefrom, directly or indirectly.

(b) The Rights Agent shall be protected and shall incur no liability for, or in respect of any action taken, suffered or omitted by it in connection with, its administration of this Agreement in reliance upon any Right Certificate or certificate for the Preferred Stock or Common Stock or for other securities of the Company, instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, notice, direction, consent, certificate, statement or other paper or document believed by it to be genuine and to be signed, executed and, where necessary, verified or acknowledged, by the proper Person or Persons, or otherwise upon the advice of counsel as set forth in Section 20 hereof.

Section 19. Merger or Consolidation or Change of Name of Rights Agent .

(a) Any corporation into which the Rights Agent or any successor Rights Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Rights Agent or any successor Rights Agent shall be a party, or any corporation succeeding to the stock transfer or corporate trust powers of the Rights Agent or any successor Rights Agent, shall be the successor to the Rights Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto; provided that such corporation would be eligible for appointment as a successor Rights Agent under the provisions of Section 21 hereof. In case at the time such successor Rights Agent shall succeed to the agency created by this Agreement, any of the Right Certificates shall have been countersigned but not delivered, any such successor Rights Agent may adopt the countersignature of the predecessor Rights Agent and deliver such Right Certificates so countersigned; and in case at that time any of the Right Certificates shall not have been countersigned, any successor Rights Agent may countersign such Right Certificates either in the name of the predecessor Rights Agent or in the name of the successor Rights Agent; and in all such cases such Right Certificates shall have the full force provided in the Right Certificates and in this Agreement.

(b) In case at any time the name of the Rights Agent shall be changed and at such time any of the Right Certificates shall have been countersigned but not delivered, the Rights Agent may adopt the countersignature under its prior name and deliver Right Certificates so countersigned; and in case at that time any of the Right Certificates shall not have been countersigned, the Rights Agent may countersign such Right Certificates either in its prior name or in its changed name and in all such cases such Right Certificates shall have the full force provided in the Right Certificates and in this Agreement.

Section 20. Duties of Rights Agent . The Rights Agent undertakes the duties and obligations imposed by this Agreement upon the following terms and conditions, by all of which the Company and the holders of Right Certificates, by their acceptance thereof, shall be bound:

(a) The Rights Agent may consult with legal counsel (who may be legal counsel for the Company), and the opinion of such counsel shall be full and complete authorization and protection to the Rights Agent as to any action taken or omitted by it in good faith and in accordance with such opinion.

(b) Whenever in the performance of its duties under this Agreement the Rights Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by the President and the Secretary of the Company and delivered to the Rights Agent; and such certificate shall be full authorization to the Rights Agent for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate.

(c) The Rights Agent shall be liable hereunder to the Company and any other Person only for its own negligence, bad faith or willful misconduct.

(d) The Rights Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the Right Certificates (except its countersignature thereof) or be required to verify the same, but all such statements and recitals are and shall be deemed to have been made by the Company only.

(e) The Rights Agent shall not be under any responsibility in respect of the validity of this Agreement or the execution and delivery hereof (except the due execution hereof by the Rights Agent) or in respect of the validity or execution of any Right Certificate (except its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Right Certificate; nor shall it be responsible for any change in the exercisability of the Rights (including the Rights becoming void pursuant to Section 11(a)(ii) hereof) or any adjustment in the terms of the Rights provided for in Sections 3, 11, 13, 23 and 24, or the ascertaining of the existence of facts that would require any such change or adjustment (except with respect to the exercise of Rights evidenced by Right Certificates after receipt of a certificate furnished pursuant to Section 12, describing such change or adjustment); nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any shares of Preferred Stock or other securities to be issued pursuant to this Agreement or any Right Certificate or as to whether any shares of Preferred Stock or other securities will, when issued, be validly authorized and issued, fully paid and nonassessable.

(f) The Company agrees that it will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Rights Agent for the carrying out or performing by the Rights Agent of the provisions of this Agreement.

(g) The Rights Agent is hereby authorized and directed to accept instructions with respect to the performance of its duties hereunder from any person reasonably believed by the Rights Agent to be one of the President or the Secretary of the Company, and to apply to such officers for advice or instructions in connection with its duties, and it shall not be liable for any action taken or suffered by it in good faith in accordance with instructions of any such officer or for any delay in acting while waiting for those instructions. Any application by the Rights Agent for written instructions from the Company may, at the option of the Rights Agent, set forth in writing any action proposed to be taken or omitted by the Rights Agent under this Agreement and the date on and/or after which such action shall be taken or such omission shall be effective. The Rights Agent shall not be liable for any action taken by, or omission of, the Rights Agent in accordance with a proposal included in any such application on or after the date specified in such application (which date shall not be less than five Business Days after the date any officer of the Company actually receives such application unless any such officer shall have consented in writing to an earlier date) unless, prior to taking any such action (or the effective date in the case of an omission), the Rights Agent shall have received written instructions in response to such application specifying the action to be taken or omitted.

(h) The Rights Agent and any stockholder, director, officer or employee of the Rights Agent may buy, sell or deal in any of the Rights or other securities of the Company or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not Rights Agent under this Agreement. Nothing herein shall preclude the Rights Agent from acting in any other capacity for the Company or for any other legal entity.

(i) The Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Rights Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys or agents or for any loss to the Company resulting from any such act, default, neglect or misconduct, provided reasonable care was exercised in the selection and continued employment thereof.

(j) If, with respect to any Rights Certificate surrendered to the Rights Agent for exercise or transfer, the certificate contained in the form of assignment or the form of election to purchase set forth on the reverse thereof, as the case may be, has not been completed to certify the holder is not an Acquiring Person (or an Affiliate or Associate thereof) or a transferee thereof, the Rights Agent shall not take any further action with respect to such requested exercise or transfer without first consulting with the Company.

Section 21. Change of Rights Agent . The Rights Agent or any successor Rights Agent may resign and be discharged from its duties under this Agreement upon 30 days' notice in writing mailed to the Company and to each transfer agent of the Common

Stock or Preferred Stock by registered or certified mail, and, following the Distribution Date, to the holders of the Right Certificates by first-class mail. The Company may remove the Rights Agent or any successor Rights Agent upon 30 days' notice in writing, mailed to the Rights Agent or successor Rights Agent, as the case may be, and to each transfer agent of the Common Stock or Preferred Stock by registered or certified mail, and, following the Distribution Date, to the holders of the Right Certificates by first-class mail. If the Rights Agent shall resign or be removed or shall otherwise become incapable of acting, the Company shall appoint a successor to the Rights Agent. If the Company shall fail to make such appointment within a period of 30 days after giving notice of such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent or by the holder of a Right Certificate (who shall, with such notice, submit his Right Certificate for inspection by the Company), then the registered holder of any Right Certificate may apply to any court of competent jurisdiction for the appointment of a new Rights Agent. Any successor Rights Agent, whether appointed by the Company or by such a court, shall be a corporation organized and doing business under the laws of the United States or the laws of any state of the United States or the District of Columbia, in good standing, having an office in the State of Illinois or the State of New York, which is authorized under such laws to exercise corporate trust or stock transfer powers and is subject to supervision or examination by federal or state authority and which has at the time of its appointment as Rights Agent a combined capital and surplus of at least $50 million. After appointment, the successor Rights Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment, the Company shall file notice thereof in writing with the predecessor Rights Agent and each transfer agent of the Common Stock or Preferred Stock, and, following the Distribution Date, mail a notice thereof in writing to the registered holders of the Right Certificates. Failure to give any notice provided for in this Section 21, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be.

Section 22. Issuance of New Right Certificates . Notwithstanding any of the provisions of this Agreement or of the Rights to the contrary, the Company may, at its option, issue new Right Certificates evidencing Rights in such forms as may be approved by its Board of Directors to reflect any adjustment or change in the Purchase Price and the number or kind or class of shares or other securities or property purchasable under the Right Certificates made in accordance with the provisions of this Agreement. In addition, in connection with the issuance or sale of Common Stock following the Distribution Date and prior to the Expiration Date, the Company may with respect to shares of Common Stock so issued or sold pursuant to (i) the exercise of stock options, (ii) under any employee plan or arrangement, (iii) upon the exercise, conversion or exchange of securities, notes or debentures issued by the Company or (iv) a contractual obligation of

the Company, in each case existing prior to the Distribution Date, issue Rights Certificates representing the appropriate number of Rights in connection with such issuance or sale.

Section 23. Redemption .

(a) The Board of Directors of the Company may, at any time prior to the Flip-In Event, redeem all but not less than all the then outstanding Rights at a redemption price of $.01 per Right, appropriately adjusted to reflect any stock split, stock dividend or similar transaction occurring in respect of the Common Stock after the date hereof (the redemption price being hereinafter referred to as the "Redemption Price"). The redemption of the Rights may be made effective at such time, on such basis and with such conditions as the Board of Directors of the Company in its sole discretion may establish. The Redemption Price shall be payable, at the option of the Company, in cash, shares of Common Stock, or such other form of consideration as the Board of Directors of the Company shall determine.

(b) Immediately upon the action of the Board of Directors of the Company ordering the redemption of the Rights pursuant to paragraph (a) of this Section 23 (or at such later time as the Board of Directors of the Company may establish for the effectiveness of such redemption), and without any further action and without any notice, the right to exercise the Rights will terminate and the only right thereafter of the holders of Rights shall be to receive the Redemption Price. The Company shall promptly give public notice of any such redemption; provided , however , that the failure to give, or any defect in, any such notice shall not affect the validity of such redemption. Within 10 days after such action of the Board of Directors of the Company ordering the redemption of the Rights (or such later time as the Board of Directors of the Company may establish for the effectiveness of such redemption), the Company shall mail a notice of redemption to all the holders of the then outstanding Rights at their last addresses as they appear upon the registry books of the Rights Agent or, prior to the Distribution Date, on the registry books of the transfer agent for the Common Stock. Any notice which is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice. Each such notice of redemption shall state the method by which the payment of the Redemption Price will be made.

Section 24. Exchange .

(a) The Board of Directors of the Company may, at its option, at any time after the Flip-In Event, exchange all or part of the then outstanding and exercisable Rights (which shall not include Rights that have become void pursuant to the provisions of Section 11(a)(ii) hereof) for Common Stock at an exchange ratio of one share of Common Stock per Right, appropriately adjusted to reflect any stock split, stock dividend or similar transaction occurring in respect of the Common Stock after the date hereof (such amount per Right being hereinafter referred to as the "Exchange Ratio"). Notwithstanding the foregoing, the Board of Directors of the Company shall not be empowered to effect such exchange at any time after an Acquiring Person shall have become the Beneficial Owner of

shares of Common Stock aggregating 50% or more of the shares of Common Stock then outstanding. From and after the occurrence of an event specified in Section 13(a) hereof, any Rights that theretofore have not been exchanged pursuant to this Section 24(a) shall thereafter be exercisable only in accordance with Section 13 and may not be exchanged pursuant to this Section 24(a). The exchange of the Rights by the Board of Directors of the Company may be made effective at such time, on such basis and with such conditions as the Board of Directors of the Company in its sole discretion may establish.

(b) Immediately upon the effectiveness of the action of the Board of Directors of the Company ordering the exchange of any Rights pursuant to paragraph (a) of this Section 24 and without any further action and without any notice, the right to exercise such Rights shall terminate and the only right thereafter of a holder of such Rights shall be to receive that number of shares of Common Stock equal to the number of such Rights held by such holder multiplied by the Exchange Ratio. The Company shall promptly give public notice of any such exchange; provided , however , that the failure to give, or any defect in, such notice shall not affect the validity of such exchange. The Company shall promptly mail a notice of any such exchange to all of the holders of the Rights so exchanged at their last addresses as they appear upon the registry books of the Rights Agent. Any notice which is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice. Each such notice of exchange will state the method by which the exchange of the shares of Common Stock for Rights will be effected and, in the event of any partial exchange, the number of Rights which will be exchanged. Any partial exchange shall be effected pro rata based on the number of Rights (other than Rights which have become void pursuant to the provisions of Section 11(a)(ii) hereof) held by each holder of Rights.

(c) The Company may at its option substitute, and, in the event that there shall not be sufficient shares of Common Stock issued but not outstanding or authorized but unissued to permit an exchange of Rights for Common Stock as contemplated in accordance with this Section 24, the Company shall substitute to the extent of such insufficiency, for each share of Common Stock that would otherwise be issuable upon exchange of a Right, a number of shares of Preferred Stock or fraction thereof (or Equivalent Preferred Shares, as such term is defined in Section 11(b)) such that the current per share market price (determined pursuant to Section 11(d) hereof) of one share of Preferred Stock (or Equivalent Preferred Share) multiplied by such number or fraction is equal to the current per share market price of one share of Common Stock (determined pursuant to Section 11(d) hereof) as of the date of such exchange.

Section 25. Notice of Certain Events .

(a) In case the Company shall at any time after the earlier of the Distribution Date or the Shares Acquisition Date propose (i) to pay any dividend payable in stock of any class to the holders of its Preferred Stock or to make any other distribution to the holders of its Preferred Stock (other than a regular quarterly cash dividend), (ii) to offer to the holders of its Preferred Stock rights or warrants to subscribe for or to purchase any

additional shares of Preferred Stock or shares of stock of any class or any other securities, rights or options, (iii) to effect any reclassification of its Preferred Stock (other than a reclassification involving only the subdivision or combination of outstanding Preferred Stock), (iv) to effect the liquidation, dissolution or winding up of the Company, or (v) to pay any dividend on the Common Stock payable in Common Stock or to effect a subdivision, combination or consolidation of the Common Stock (by reclassification or otherwise than by payment of dividends in Common Stock), then, in each such case, the Company shall give to each holder of a Right Certificate, in accordance with Section 26 hereof, a notice of such proposed action, which shall specify the record date for the purposes of such dividend or distribution or offering of rights or warrants, or the date on which such liquidation, dissolution, winding up, reclassification, subdivision, combination or consolidation is to take place and the date of participation therein by the holders of the Common Stock and/or Preferred Stock, if any such date is to be fixed, and such notice shall be so given in the case of any action covered by clause (i) or (ii) above at least 10 days prior to the record date for determining holders of the Preferred Stock for purposes of such action, and in the case of any such other action, at least 10 days prior to the date of the taking of such proposed action or the date of participation therein by the holders of the Common Stock and/or Preferred Stock, whichever shall be the earlier.

(b) In case any event described in Section 11(a)(ii) or Section 13 shall occur then the Company shall as soon as practicable thereafter give to each holder of a Right Certificate (or if occurring prior to the Distribution Date, the holders of the Common Stock) in accordance with Section 26 hereof, a notice of the occurrence of such event, which notice shall describe such event and the consequences of such event to holders of Rights under Section 11(a)(ii) and Section 13 hereof.

Section 26. Notices . Notices or demands authorized by this Agreement to be given or made by the Rights Agent or by the holder of any Right Certificate to or on the Company shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Rights Agent) as follows:

TreeHouse Foods, Inc.
_____
_____
Attention: General Counsel

Subject to the provisions of Section 21 hereof, any notice or demand authorized by this Agreement to be given or made by the Company or by the holder of any Right Certificate to or on the Rights Agent shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Company) as follows:

The Bank of New York
101 Barclay Street
New York, New York 10286
Attention: _____

Notices or demands authorized by this Agreement to be given or made by the Company or the Rights Agent to the holder of any Right Certificate shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed to such holder at the address of such holder as shown on the registry books of the Company.

Section 27. Supplements and Amendments . Except as provided in the penultimate sentence of this Section 27, for so long as the Rights are then redeemable, the Company may in its sole and absolute discretion, and the Rights Agent shall if the Company so directs, supplement or amend any provision of this Agreement in any respect without the approval of any holders of the Rights. At any time when the Rights are no longer redeemable, except as provided in the penultimate sentence of this Section 27, the Company may, and the Rights Agent shall, if the Company so directs, supplement or amend this Agreement without the approval of any holders of Rights, provided that no such supplement or amendment may (a) adversely affect the interests of the holders of Rights as such (other than an Acquiring Person or an Affiliate or Associate of an Acquiring Person), (b) cause this Agreement again to become amendable other than in accordance with this sentence or (c) cause the Rights again to become redeemable. Notwithstanding anything contained in this Agreement to the contrary, no supplement or amendment shall be made which changes the Redemption Price. Upon the delivery of a certificate from an appropriate officer of the Company which states that the supplement or amendment is in compliance with the terms of this Section 27, the Rights Agent shall execute such supplement or amendment, provided that any supplement or amendment that does not amend Sections 18, 19, 20 or 21 hereof or this Section 27 in a manner adverse to the Rights Agent shall become effective immediately upon execution by the Company, whether or not also executed by the Rights Agent.

Section 28. Successors . All the covenants and provisions of this Agreement by or for the benefit of the Company or the Rights Agent shall bind and inure to the benefit of their respective successors and assigns hereunder.

Section 29. Benefits of this Agreement . Nothing in this Agreement shall be construed to give to any Person other than the Company, the Rights Agent and the registered holders of the Right Certificates (and, prior to the Distribution Date, the Common Stock) any legal or equitable right, remedy or claim under this Agreement; but this Agreement shall be for the sole and exclusive benefit of the Company, the Rights Agent and the registered holders of the Right Certificates (and, prior to the Distribution Date, the Common Stock).

Section 30. Determinations and Actions by the Board of Directors . The Board of Directors of the Company shall have the exclusive power and authority to administer this Agreement and to exercise the rights and powers specifically granted to the Board of Directors of the Company or to the Company, or as may be necessary or advisable in the administration of this Agreement, including, without limitation, the right and power to (i)

interpret the provisions of this Agreement and (ii) make all determinations deemed necessary or advisable for the administration of this Agreement (including, without limitation, a determination to redeem or not redeem the Rights or to amend or not amend this Agreement). All such actions, calculations, interpretations and determinations that are done or made by the Board of Directors of the Company in good faith shall be final, conclusive and binding on the Company, the Rights Agent, the holders of the Rights, as such, and all other parties.

Section 31. Severability . If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 32. Governing Law . This Agreement and each Right Certificate issued hereunder shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State.

Section 33. Counterparts . This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 34. Descriptive Headings . Descriptive headings of the several Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Rights Agreement to be duly executed, all as of the day and year first above written.

TREEHOUSE FOODS, INC.

By: _____
Name: _____
Title: _____

THE BANK OF NEW YORK,
as Rights Agent

By: _____
Name: _____
Title: _____

FORM OF
CERTIFICATE OF DESIGNATION

of

SERIES A JUNIOR PARTICIPATING PREFERRED STOCK

of

TREEHOUSE FOODS, INC.

Pursuant to Section 151 of the General Corporation Law
of the State of Delaware

TreeHouse Foods, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), in accordance with the provisions of Section 103 thereof, DOES HEREBY CERTIFY:

That pursuant to the authority vested in the Board of Directors of the Corporation (the "Board of Directors") in accordance with the provisions of the Certificate of Incorporation of the said Corporation, the said Board of Directors on _____, 2005 adopted the following resolution creating a series of 10,000,000 shares of Preferred Stock designated as "Series A Junior Participating Preferred Stock":

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Corporation in accordance with the provisions of the Certificate of Incorporation, a series of Preferred Stock, par value $.01 per share, of the Corporation be and hereby is created, and that the designation and number of shares thereof and the voting and other powers, preferences and relative, participating, optional or other rights of the shares of such series and the qualifications, limitations and restrictions thereof are as follows:

Series A Junior Participating Preferred Stock

1. *Designation and Amount.* There shall be a series of Preferred Stock that shall be designated as "Series A Junior Participating Preferred Stock," and the number of shares constituting such series shall be 10,000,000. Such number of shares may be increased or decreased by resolution of the Board of Directors; provided, however, that no decrease shall reduce the number of shares of Series A Junior Participating Preferred Stock to less than the number of shares then issued and outstanding plus the number of shares issuable upon exercise of outstanding rights, options or warrants or upon conversion of outstanding securities issued by the Corporation.

2. *Dividends and Distribution.*

(A) Subject to the prior and superior rights of the holders of any shares of any class or series of stock of the Corporation ranking prior and superior to the shares of Series A Junior Participating Preferred Stock with respect to dividends, the holders of shares of Series A Junior Participating Preferred Stock, in preference to the holders of shares of any class or series of stock of the Corporation ranking junior to the Series A Junior Participating Preferred Stock in respect thereof, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the 1st day of March, June, September and December, in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Series A Junior Participating Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) $1.00 or (b) the Adjustment Number (as defined below) times the aggregate per share amount of all cash dividends, and the Adjustment Number times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common Stock, par value $.01 per share, of the Corporation (the "Common Stock") since the immediately preceding Quarterly Dividend Payment Date, or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of Series A Junior Participating Preferred Stock. The "Adjustment Number" shall initially be 100. In the event the Corporation shall at any time after _____ ___, 2005 (i) declare and pay any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the Adjustment Number in effect immediately prior to such event shall be adjusted by multiplying such Adjustment Number by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Corporation shall declare a dividend or distribution on the Series A Junior Participating Preferred Stock as provided in paragraph (A) above immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock).

(C) Dividends shall begin to accrue and be cumulative on outstanding shares of Series A Junior Participating Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issue of such shares of Series A Junior Participating Preferred Stock, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of

holders of shares of Series A Junior Participating Preferred Stock entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Series A Junior Participating Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series A Junior Participating Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be no more than 60 days prior to the date fixed for the payment thereof.

3. *Voting Rights*. The holders of shares of Series A Junior Participating Preferred Stock shall have the following voting rights:

(A) Each share of Series A Junior Participating Preferred Stock shall entitle the holder thereof to a number of votes equal to the Adjustment Number on all matters submitted to a vote of the stockholders of the Corporation.

(B) Except as required by law, by Section 3(C) and by Section 10 hereof, holders of Series A Junior Participating Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

(C) If, at the time of any annual meeting of stockholders for the election of directors, the equivalent of six quarterly dividends (whether or not consecutive) payable on any share or shares of Series A Junior Participating Preferred Stock are in default, the number of directors constituting the Board of Directors of the Corporation shall be increased by two. In addition to voting together with the holders of Common Stock for the election of other directors of the Corporation, the holders of record of the Series A Junior Participating Preferred Stock, voting separately as a class to the exclusion of the holders of Common Stock, shall be entitled at said meeting of stockholders (and at each subsequent annual meeting of stockholders), unless all dividends in arrears on the Series A Junior Participating Preferred Stock have been paid or declared and set apart for payment prior thereto, to vote for the election of two directors of the Corporation, the holders of any Series A Junior Participating Preferred Stock being entitled to cast a number of votes per share of Series A Junior Participating Preferred Stock as is specified in paragraph (A) of this Section 3. Each such additional director shall not be a member of Class I, Class II or Class III of the Board of Directors of the Corporation, but shall serve until the next annual meeting of stockholders for the election of directors, or until his successor shall be elected and shall qualify, or until his right to hold such office terminates pursuant to the provisions of this Section 3(C). Until the default in payments of all dividends which permitted the election of said directors shall cease to exist, any director who shall have been so elected pursuant to the provisions of this Section 3(C) may be removed at any time, without cause, only by the affirmative vote of the holders of the

shares of Series A Junior Participating Preferred Stock at the time entitled to cast a majority of the votes entitled to be cast for the election of any such director at a special meeting of such holders called for that purpose, and any vacancy thereby created may be filled by the vote of such holders. If and when such default shall cease to exist, the holders of the Series A Junior Participating Preferred Stock shall be divested of the foregoing special voting rights, subject to revesting in the event of each and every subsequent like default in payments of dividends. Upon the termination of the foregoing special voting rights, the terms of office of all persons who may have been elected directors pursuant to said special voting rights shall forthwith terminate, and the number of directors constituting the Board of Directors shall be reduced by two. The voting rights granted by this Section 3(C) shall be in addition to any other voting rights granted to the holders of the Series A Junior Participating Preferred Stock in this Section 3.

4. *Certain Restrictions.*

(A) Whenever quarterly dividends or other dividends or distributions payable on the Series A Junior Participating Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series A Junior Participating Preferred Stock outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends on, make any other distributions on, or redeem or purchase or otherwise acquire for consideration any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Junior Participating Preferred Stock;

(ii) declare or pay dividends on or make any other distributions on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Junior Participating Preferred Stock, except dividends paid ratably on the Series A Junior Participating Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled; or

(iii) purchase or otherwise acquire for consideration any shares of Series A Junior Participating Preferred Stock, or any shares of stock ranking on a parity with the Series A Junior Participating Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of Series A Junior Participating Preferred Stock, or to such holders and holders of any such shares ranking on a parity therewith, upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the

Corporation unless the Corporation could, under paragraph (A) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

5. *Reacquired Shares.* Any shares of Series A Junior Participating Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired promptly after the acquisition thereof. All such shares shall upon their retirement become authorized but unissued shares of Preferred Stock and may be reissued as part of a new series of Preferred Stock to be created by resolution or resolutions of the Board of Directors, subject to any conditions and restrictions on issuance set forth herein.

6. *Liquidation, Dissolution or Winding Up.* (A) Upon any liquidation, dissolution or winding up of the Corporation, voluntary or otherwise, no distribution shall be made to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Junior Participating Preferred Stock unless, prior thereto, the holders of shares of Series A Junior Participating Preferred Stock shall have received an amount per share (the "Series A Liquidation Preference") equal to the greater of (i) $1.00 plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, or (ii) the Adjustment Number times the per share amount of all cash and other property to be distributed in respect of the Common Stock upon such liquidation, dissolution or winding up of the Corporation.

(B) In the event, however, that there are not sufficient assets available to permit payment in full of the Series A Liquidation Preference and the liquidation preferences of all other classes and series of stock of the Corporation, if any, that rank on a parity with the Series A Junior Participating Preferred Stock in respect thereof, then the assets available for such distribution shall be distributed ratably to the holders of the Series A Junior Participating Preferred Stock and the holders of such parity shares in proportion to their respective liquidation preferences.

(C) Neither the merger or consolidation of the Corporation into or with another entity nor the merger or consolidation of any other entity into or with the Corporation shall be deemed to be a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 6.

7. *Consolidation, Merger, Etc.* In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the outstanding shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case each share of Series A Junior Participating Preferred Stock shall at the same time be similarly exchanged or changed in an amount per share equal to the Adjustment Number times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged.

8. *No Redemption.* Shares of Series A Junior Participating Preferred Stock shall not be subject to redemption by the Corporation.

9. *Ranking.* The Series A Junior Participating Preferred Stock shall rank junior to all other series of the Preferred Stock as to the payment of dividends and as to the distribution of assets upon liquidation, dissolution or winding up, unless the terms of any such series shall provide otherwise, and shall rank senior to the Common Stock as to such matters.

10. *Amendment.* At any time that any shares of Series A Junior Participating Preferred Stock are outstanding, the Certificate of Incorporation of the Corporation shall not be amended, by merger, consolidation or otherwise, which would materially alter or change the powers, preferences or special rights of the Series A Junior Participating Preferred Stock so as to affect them adversely without the affirmative vote of the holders of two-thirds of the outstanding shares of Series A Junior Participating Preferred Stock, voting separately as a class.

11. *Fractional Shares.* Series A Junior Participating Preferred Stock may be issued in fractions of a share that shall entitle the holder, in proportion to such holder's fractional shares, to exercise voting rights, receive dividends, participate in distributions and to have the benefit of all other rights of holders of Series A Junior Participating Preferred Stock.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Designation of Series A Junior Participating Preferred Stock this ___day of ___, 2005.

TREEHOUSE FOODS, INC.

By: _____
Name:
Title:

Exhibit B

Form of Right Certificate

Certificate No. R-_____

NOT EXERCISABLE AFTER _____, 2010 OR EARLIER IF REDEMPTION OR EXCHANGE OCCURS. THE RIGHTS ARE SUBJECT TO REDEMPTION AT $.01 PER RIGHT AND TO EXCHANGE ON THE TERMS SET FORTH IN THE RIGHTS AGREEMENT. UNDER CERTAIN CIRCUMSTANCES, AS SET FORTH IN THE RIGHTS AGREEMENT, RIGHTS OWNED BY OR TRANSFERRED TO ANY PERSON WHO IS OR BECOMES AN ACQUIRING PERSON (AS DEFINED IN THE RIGHTS AGREEMENT) AND CERTAIN TRANSFEREES THEREOF WILL BECOME NULL AND VOID AND WILL NO LONGER BE TRANSFERABLE.

RIGHT CERTIFICATE

TREEHOUSE FOODS, INC.

This certifies that _____or registered assigns, is the registered owner of the number of Rights set forth above, each of which entitles the owner thereof, subject to the terms, provisions and conditions of the Rights Agreement, dated as of _____, 2005, as the same may be amended from time to time (the "Rights Agreement"), between TreeHouse Foods, Inc., a Delaware corporation (the "Company"), and The Bank of New York, as Rights Agent (the "Rights Agent"), to purchase from the Company at any time after the Distribution Date (as such term is defined in the Rights Agreement) and prior to 5:00 P.M., New York City time, on _____ ___, 2010 at the office or agency of the Rights Agent designated for such purpose, or of its successor as Rights Agent, one one-hundredth of a fully paid non-assessable share of Series A Junior Participating Preferred Stock, par value $.01 per share (the "Preferred Stock"), of the Company at a purchase price of $ _____per one one-hundredth of a share of Preferred Stock (the "Purchase Price"), upon presentation and surrender of this Right Certificate with the Form of Election to Purchase duly executed. The number of Rights evidenced by this Rights Certificate (and the number of one one-hundredths of a share of Preferred Stock which may be purchased upon exercise hereof) set forth above, and the Purchase Price set forth above, are the number and Purchase Price as of _____, 2005 based on the Preferred Stock as constituted at such date. As provided in the Rights Agreement, the Purchase Price, the number of one one-hundredths of a share of Preferred Stock (or other securities or property) which may be purchased

upon the exercise of the Rights and the number of Rights evidenced by this Right Certificate are subject to modification and adjustment upon the happening of certain events.

This Right Certificate is subject to all of the terms, provisions and conditions of the Rights Agreement, which terms, provisions and conditions are hereby incorporated herein by reference and made a part hereof and to which Rights Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities hereunder of the Rights Agent, the Company and the holders of the Right Certificates. Copies of the Rights Agreement are on file at the principal executive offices of the Company and the above-mentioned office or agency of the Rights Agent. The Company will mail to the holder of this Right Certificate a copy of the Rights Agreement without charge after receipt of a written request therefor.

This Right Certificate, with or without other Right Certificates, upon surrender at the office or agency of the Rights Agent designated for such purpose, may be exchanged for another Right Certificate or Right Certificates of like tenor and date evidencing Rights entitling the holder to purchase a like aggregate number of shares of Preferred Stock as the Rights evidenced by the Right Certificate or Right Certificates surrendered shall have entitled such holder to purchase. If this Right Certificate shall be exercised in part, the holder shall be entitled to receive upon surrender hereof another Right Certificate or Right Certificates for the number of whole Rights not exercised.

Subject to the provisions of the Rights Agreement, the Rights evidenced by this Certificate (i) may be redeemed by the Company at a redemption price of $.01 per Right or (ii) may be exchanged in whole or in part for shares of the Company's Common Stock, par value $.01 per share, or shares of Preferred Stock.

No fractional shares of Preferred Stock or Common Stock will be issued upon the exercise or exchange of any Right or Rights evidenced hereby (other than fractions of Preferred Stock which are integral multiples of one one-hundredth of a share of Preferred Stock, which may, at the election of the Company, be evidenced by depository receipts), but in lieu thereof a cash payment will be made, as provided in the Rights Agreement.

No holder of this Right Certificate, as such, shall be entitled to vote or receive dividends or be deemed for any purpose the holder of the Preferred Stock or of any other securities of the Company which may at any time be issuable on the exercise or exchange hereof, nor shall anything contained in the Rights Agreement or herein be construed to confer upon the holder hereof, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting stockholders (except as provided in the Rights Agreement) or to receive dividends or subscription rights, or otherwise, until

the Right or Rights evidenced by this Right Certificate shall have been exercised or exchanged as provided in the Rights Agreement.

This Right Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Rights Agent.

WITNESS the facsimile signature of the proper officers of the Company and its corporate seal. Dated as of _____, 200_.

TREEHOUSE FOODS, INC.

By: _____
[Title]

ATTEST:

_____
[Title]

Countersigned:

THE BANK OF NEW YORK, as Rights Agent

By _____
[Title]

Form of Reverse Side of Right Certificate

FORM OF ASSIGNMENT

(To be executed by the registered holder if such holder desires to transfer the Right Certificate)

FOR VALUE RECEIVED _____hereby sells, assigns and transfers unto _____

(Please print name and address of transferee)

_____Rights represented by this Right Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint _____Attorney, to transfer said Rights on the books of the within-named Company, with full power of substitution.

Dated: _____

_____
Signature

Signature Guaranteed:

Signatures must be guaranteed by a bank, trust company, broker, dealer or other eligible institution participating in a recognized signature guarantee medallion program.

(To be completed)

The undersigned hereby certifies that the Rights evidenced by this Right Certificate are not beneficially owned by, were not acquired by the undersigned from, and are not being assigned to an Acquiring Person or an Affiliate or Associate thereof (as defined in the Rights Agreement).

_____
Signature

FORM OF ELECTION TO PURCHASE

(To be executed if holder desires to exercise
Rights represented by the Rights Certificate)

To XYZ CORPORATION:

The undersigned hereby irrevocably elects to exercise _____Rights represented by this Right Certificate to purchase the shares of Preferred Stock (or other securities or property) issuable upon the exercise of such Rights and requests that certificates for such shares of Preferred Stock (or such other securities) be issued in the name of:

(Please print name and address)

If such number of Rights shall not be all the Rights evidenced by this Right Certificate, a new Right Certificate for the balance remaining of such Rights shall be registered in the name of and delivered to:

Please insert social security
or other identifying number

(Please print name and address)

Dated: _____

Signature

(Signature must conform to holder specified on Right Certificate)

Signature Guaranteed:

Signature must be guaranteed by a bank, trust company, broker, dealer or other eligible institution participating in a recognized signature guarantee medallion program.

(To be completed)

The undersigned certifies that the Rights evidenced by this Right Certificate are not beneficially owned by, and were not acquired by the undersigned from, an Acquiring Person or an Affiliate or Associate thereof (as defined in the Rights Agreement).

Signature

NOTICE

The signature in the Form of Assignment or Form of Election to Purchase, as the case may be, must conform to the name as written upon the face of this Right Certificate in every particular, without alteration or enlargement or any change whatsoever.

In the event the certification set forth above in the Form of Assignment or the Form of Election to Purchase, as the case may be, is not completed, such Assignment or Election to Purchase will not be honored.

UNDER CERTAIN CIRCUMSTANCES, AS SET FORTH IN THE RIGHTS AGREEMENT, RIGHTS OWNED BY OR TRANSFERRED TO ANY PERSON WHO IS OR BECOMES AN ACQUIRING PERSON (AS DEFINED IN THE RIGHTS AGREEMENT) AND CERTAIN TRANSFEREES THEREOF WILL BECOME NULL AND VOID AND WILL NO LONGER BE TRANSFERABLE.

SUMMARY OF RIGHTS TO PURCHASE
SHARES OF PREFERRED STOCK OF
TREEHOUSE FOODS, INC.

On _____, 2005, the Board of Directors of TreeHouse Foods, Inc. (the "Company") declared a dividend of one preferred share purchase right (a "Right") for each outstanding share of common stock, par value $.01 per share, of the Company (the "Common Stock"). The dividend is payable on _____ ___, 2005 (the "Record Date") to the stockholders of record on that date. Each Right entitles the registered holder to purchase from the Company one one-hundredth of a share of Series A Junior Participating Preferred Stock, par value $.01 per share, of the Company (the "Preferred Stock") at a price of $ _____per one one-hundredth of a share of Preferred Stock (the "Purchase Price"), subject to adjustment. The description and terms of the Rights are set forth in a Rights Agreement dated as of _____, 2005, as the same may be amended from time to time (the "Rights Agreement"), between the Company and The Bank of New York, as Rights Agent (the "Rights Agent").

Until the earlier to occur of (i) 10 days following a public announcement that a person or group of affiliated or associated persons (with certain exceptions, an "Acquiring Person") has acquired beneficial ownership of 15% or more of the outstanding shares of Common Stock or (ii) 10 business days (or such later date as may be determined by action of the Board of Directors of the Company prior to such time as any person or group of affiliated persons becomes an Acquiring Person) following the commencement of, or announcement of an intention to make, a tender offer or exchange offer the consummation of which would result in the beneficial ownership by a person or group of 15% or more of the outstanding shares of Common Stock (the earlier of such dates being called the "Distribution Date"), the Rights will be evidenced, with respect to any of the Common Stock certificates outstanding as of the Record Date, by such Common Stock certificate together with this Summary of Rights.

The Rights Agreement provides that, until the Distribution Date (or earlier expiration of the Rights), the Rights will be transferred with and only with the Common Stock. Until the Distribution Date (or earlier expiration of the Rights), new Common

Stock certificates issued after the Record Date upon transfer or new issuances of Common Stock will contain a notation incorporating the Rights Agreement by reference. Until the Distribution Date (or earlier expiration of the Rights), the surrender for transfer of any certificates for shares of Common Stock outstanding as of the Record Date, even without such notation or a copy of this Summary of Rights, will also constitute the transfer of the Rights associated with the shares of Common Stock represented by such certificate. As soon as practicable following the Distribution Date, separate certificates evidencing the Rights ("Right Certificates") will be mailed to holders of record of the Common Stock as of the close of business on the Distribution Date and such separate Right Certificates alone will evidence the Rights.

The Rights are not exercisable until the Distribution Date. The Rights will expire on _____, 2010 (the "Final Expiration Date"), unless the Final Expiration Date is advanced or extended or unless the Rights are earlier redeemed or exchanged by the Company, in each case as described below.

The Purchase Price payable, and the number of shares of Preferred Stock or other securities or property issuable, upon exercise of the Rights is subject to adjustment from time to time to prevent dilution (i) in the event of a stock dividend on, or a subdivision, combination or reclassification of, the Preferred Stock, (ii) upon the grant to holders of the Preferred Stock of certain rights or warrants to subscribe for or purchase Preferred Stock at a price, or securities convertible into Preferred Stock with a conversion price, less than the then-current market price of the Preferred Stock or (iii) upon the distribution to holders of the Preferred Stock of evidences of indebtedness or assets (excluding regular periodic cash dividends or dividends payable in Preferred Stock) or of subscription rights or warrants (other than those referred to above).

The number of outstanding Rights is subject to adjustment in the event of a stock dividend on the Common Stock payable in shares of Common Stock or subdivisions, consolidations or combinations of the Common Stock occurring, in any such case, prior to the Distribution Date.

Shares of Preferred Stock purchasable upon exercise of the Rights will not be redeemable. Each share of Preferred Stock will be entitled, when, as and if declared, to a minimum preferential quarterly dividend payment of the greater of (a) $1.00 per share, and (b) an amount equal to 100 times the dividend declared per share of Common Stock. In the event of liquidation, dissolution or winding up of the Company, the holders of the Preferred Stock will be entitled to a minimum preferential payment of the greater of (a) $1.00 per share (plus any accrued but unpaid dividends), and (b) an amount equal to 100 times the payment made per share of Common Stock. Each share of Preferred Stock will have 100 votes, voting together with the Common Stock. Finally, in the event of any merger, consolidation or other transaction in which outstanding shares of Common Stock are converted or exchanged, each share of Preferred Stock will be entitled to receive 100

times the amount received per share of Common Stock. These rights are protected by customary antidilution provisions.

Because of the nature of the Preferred Stock's dividend, liquidation and voting rights, the value of the one one-hundredth interest in a share of Preferred Stock purchasable upon exercise of each Right should approximate the value of one share of Common Stock.

In the event that any person or group of affiliated or associated persons becomes an Acquiring Person, each holder of a Right, other than Rights beneficially owned by the Acquiring Person (which will thereupon become void), will thereafter have the right to receive upon exercise of a Right that number of shares of Common Stock having a market value of two times the exercise price of the Right.

In the event that, after a person or group has become an Acquiring Person, the Company is acquired in a merger or other business combination transaction or 50% or more of its consolidated assets or earning power are sold, proper provisions will be made so that each holder of a Right (other than Rights beneficially owned by an Acquiring Person which will have become void) will thereafter have the right to receive upon the exercise of a Right that number of shares of common stock of the person with whom the Company has engaged in the foregoing transaction (or its parent) that at the time of such transaction have a market value of two times the exercise price of the Right.

At any time after any person or group becomes an Acquiring Person and prior to the earlier of one of the events described in the previous paragraph or the acquisition by such Acquiring Person of 50% or more of the outstanding shares of Common Stock, the Board of Directors of the Company may exchange the Rights (other than Rights owned by such Acquiring Person which will have become void), in whole or in part, for shares of Common Stock or Preferred Stock (or a series of the Company's preferred stock having equivalent rights, preferences and privileges), at an exchange ratio of one share of Common Stock, or a fractional share of Preferred Stock (or other preferred stock) equivalent in value thereto, per Right.

With certain exceptions, no adjustment in the Purchase Price will be required until cumulative adjustments require an adjustment of at least 1% in such Purchase Price. No fractional shares of Preferred Stock or Common Stock will be issued (other than fractions of Preferred Stock which are integral multiples of one one-hundredth of a share of Preferred Stock, which may, at the election of the Company, be evidenced by depositary receipts), and in lieu thereof an adjustment in cash will be made based on the current market price of the Preferred Stock or the Common Stock.

At any time prior to the time an Acquiring Person becomes such, the Board of Directors of the Company may redeem the Rights in whole, but not in part, at a price of

$.01 per Right (the “Redemption Price”) payable, at the option of the Company, in cash, shares of Common Stock or such other form of consideration as the Board of Directors of the Company shall determine. The redemption of the Rights may be made effective at such time, on such basis and with such conditions as the Board of Directors of the Company in its sole discretion may establish. Immediately upon any redemption of the Rights, the right to exercise the Rights will terminate and the only right of the holders of Rights will be to receive the Redemption Price.

For so long as the Rights are then redeemable, the Company may, except with respect to the Redemption Price, amend the Rights Agreement in any manner. After the Rights are no longer redeemable, the Company may, except with respect to the Redemption Price, amend the Rights Agreement in any manner that does not adversely affect the interests of holders of the Rights.

Until a Right is exercised or exchanged, the holder thereof, as such, will have no rights as a stockholder of the Company, including, without limitation, the right to vote or to receive dividends.

A copy of the Rights Agreement has been filed with the Securities and Exchange Commission as an Exhibit to a Registration Statement on Form 10 dated _____, 2005. A copy of the Rights Agreement is available free of charge from the Company. This summary description of the Rights does not purport to be complete and is qualified in its entirety by reference to the Rights Agreement, as the same may be amended from time to time, which is hereby incorporated herein by reference.

Exhibit 10.7

FORM OF TREEHOUSE FOODS, INC.
2005 LONG-TERM STOCK INCENTIVE PLAN

SECTION 1. PURPOSE

The purposes of the TreeHouse Foods, Inc. 2005 Long-Term Stock Incentive Plan (the " Plan ") are to promote the interests of the Company and its shareholders by (i) attracting and retaining non-employee directors and executive personnel and other key employees of outstanding ability; (ii) motivating non-employee directors and executive personnel and other key employees, by means of performance-related incentives, to achieve longer-range Performance Criteria; and (iii) enabling such non-employee directors and employees to participate in the long-term growth and financial success of the Company.

SECTION 2. DEFINITIONS

(a) Certain Definitions . Capitalized terms used herein without definition shall have the respective meanings set forth below:

" Act " means the Securities Exchange Act of 1934, as amended.

" Affiliate " means (i) for purposes of Incentive Stock Options, any corporation that is a "parent corporation" (as defined in Section 424(e) of the Code) or a "subsidiary corporation" (as defined in Section 424(e) of the Code) of the Company, and (i i) for all other purposes, with respect to any person, any other person that (directly or indirectly) is controlled by, controlling or under common control with such person.

" Award " means any grant or award made pursuant to Sections 5 through 8 of the Plan, inclusive.

" Award Agreement " means a written agreement entered into by the Company and a Participant setting forth the terms and provisions applicable to an Award or Awards granted to the Participant.

" Board " means the Board of Directors of the Company.

" Cause " means (i) the willful failure of a Participant to perform substantially his or her duties; (ii) a Participant's willful or serious misconduct that has caused, or could reasonably be expected to result in, material injury to the business or reputation of an Employer; (iii) a Participant's conviction of, or entering a plea of guilty or nolo

contendere to, a crime constituting a felony; (iv) the breach by a Participant of any written covenant or agreement with an Employer, any material written policy of any Employer or any Employer's "code of conduct"; or (v) the Participant's failure to cooperate with an Employer in any internal investigation or administrative, regulatory or judicial proceeding; provided that if a Participant is a party to an employment or individual severance agreement with an Employer that defines the term "Cause" then, with respect to any Award made to such Participant, "Cause" shall have the meaning set forth in such employment or severance agreement. In addition, the Participant's Service shall be deemed to have terminated for Cause if, after the Participant's Service has terminated (for a reason other than Cause), facts and circumstances are discovered that would have justified a termination for Cause.

" Change in Control " means the first occurrence of any of the following events after the Effective Date:

(i) any person, entity or "group" (as defined in Section 13(d) of the Act), other than the Company, a wholly-owned subsidiary of the Company, and any employee benefit plan of the Company or any wholly-owned subsidiary of the Company, becomes a "beneficial owner" (as defined in Rule 13d-3 under the Act), of 30% or more of the combined voting power of the Company's then outstanding voting securities;

(ii) the persons who, as of the Effective Date, are serving as the members of the Board (the " Incumbent Directors ") shall cease for any reason to constitute at least a majority of the Board (or the board of directors of any successor to the Company), provided that any director elected to the Board, or nominated for election, by at least two-thirds of the Incumbent Directors then still in office shall be deemed to be an Incumbent Director for purposes of this clause (ii);

(iii) the Company consummates a merger or consolidation with any other corporation, and as a result of which (A) persons who were shareholders of the Company immediately prior to such merger or consolidation, do not, immediately thereafter, own, directly or indirectly and in substantially the same proportions as their ownership of the stock of the Company immediately prior to the merger or consolidation, more than 50% of the combined voting power of the voting securities entitled to vote generally in the election of directors of (x) the Company or the surviving entity or (y) an entity that, directly or indirectly, owns more than 50% of the combined voting power entitled to vote generally in the election of directors of the entity described in subclause (x), and (B), within the 12-month period after such consummation of the merger or consolidation, the members of the Board as of the consummation of such merger or consolidation cease to constitute a majority of the Board or the board of directors of the surviving entity (or the entity that, directly or indirectly, owns more than 50% of the combined voting power entitled to vote generally in the election of directors of the Company or such surviving entity);

(iv) the shareholders of the Company approve a sale, transfer or other disposition of all or substantially all of the assets of the Company, which is consummated and immediately following which the persons who were shareholders of the Company immediately prior to such sale, transfer or

disposition, do not own, directly or indirectly and in substantially the same proportions as their ownership of the stock of the Company immediately prior to the sale, transfer or disposition, more than 50% of the combined voting power of the voting securities entitled to vote generally in the election of directors of (x) the entity or entities to which such assets are sold or transferred or (y) an entity that, directly or indirectly, owns more than 50% of the combined voting power entitled to vote generally in the election of directors of the entities described in subclause (x);

(v) the shareholders of the Company approve a plan of complete liquidation of the Company, or such a plan is commenced; and

(vi) any other event described in clauses (i) through (v) above that the Board, in its discretion, determines to be a Change in Control;

provided that if a Participant is a party to an employment or individual severance agreement with an Employer that defines the term "Change of Control" then, with respect to any Award made to such Participant, "Change of Control" shall have the meaning set forth in such employment or severance agreement.

" Change in Control Price " means the price per share offered in respect of Stock in conjunction with any transaction resulting in a Change in Control on a fully-diluted basis (as determined in good faith by the Committee as constituted before the Change in Control, if any part of the offered price is payable other than in cash) or, in the case of a Change in Control occurring solely by reason of a change in the composition of the Board, the highest Fair Market Value of a share of Stock on any of the 30 trading days immediately preceding the date on which a Change in Control occurs.

" Code " means the Internal Revenue Code of 1986, as amended from time to time.

" Committee " means the Compensation Committee of the Board or such other committee of the Board as the Board shall from time to time designate to administer the Plan.

" Company " means TreeHouse Foods, Inc., a Delaware corporation.

" Consultant " means any person, including an advisor, engaged by an Employer to render services to such Employer and who is not a Director or an Employee.

" Designated Beneficiary " means the beneficiary designated by the Participant, in a manner determined by the Committee, to receive amounts due the Participant in the event of the Participant's death. In the absence of an effective designation by the Participant, Designated Beneficiary shall mean the Participant's estate.

" Director " means any individual who is a member of the Board or the board of directors of an Affiliate of the Company.

" Disability " means, unless another definition is incorporated into the applicable Award Agreement, disability as specified under the long-term disability plan of the Company or an Affiliate thereof that covers the Participant, or if there is no such long-term disability plan, any other termination of a Participant's Service under such circumstances that the Committee determines to qualify as a Disability for purposes of this Plan; provided that if a Participant is a party to an employment or individual severance agreement with an Employer that defines the term "Disability" then, with respect to any Award made to such Participant, "Disability" shall have the meaning set forth in such employment or severance agreement.

" Effective Date " means the date on which the Plan is approved by the Board.

" Employee " means any officer or employee employed by any Employer in a common-law employee-employer relationship.

" Employer " means the Company and any Affiliate thereof.

" Executive Officer " means any "officer" within the meaning of Rule 16(a)-1(f) promulgated under the Act or any "covered employee" within the meaning of Section 162(m)(3) of the Code.

" Fair Market Value " means the average of the highest and lowest sales prices of the Stock reported for consolidated trading of issues listed on the New York Stock Exchange or NASDAQ on the date in question, or, if the Stock shall not have been traded on such date, the average of such highest and lowest sales prices on the first day prior thereto on which the Stock was so traded. Notwithstanding the foregoing, the Committee may elect at the time of grant of any Award to determine the Fair Market Value as of any date for purposes of such Award based on (i) the average of the averages of the highest and lowest sales prices of the Stock reported for consolidated trading of issues listed on the New York Stock Exchange or NASDAQ on each trading day in a period (of not more than 30 trading days) specified by the Committee, (ii) the closing price of the Stock reported for consolidated trading of issues listed on the New York Stock Exchange or NASDAQ on the date in question, or (iii) any other reasonable method then permitted by applicable law.

" Incentive Stock Option " means a stock option granted under Section 7 of the Plan that is designated as an Incentive Stock Option that is intended to meet the requirements of Section 422 of the Code.

" Net Exercised " means the exercise of an Option or any portion thereof by the delivery of the greatest number of whole shares of Stock having a Fair Market Value on the date of exercise not in excess of the difference between the aggregate Fair Market Value of the shares of Stock subject to the Option (or the portion of such Option then being exercised) and the aggregate exercise price for all such shares of Stock under the

Option (or the portion thereof then being exercised), with any fractional share that would result from such equation to be payable in cash.

" New Employer " means, after a Change in Control, a Participant's employer, or any direct or indirect parent or any direct or indirect majority-owned subsidiary of such employer.

" Non-statutory Stock Option " means a stock option granted under Section 7 of the Plan that is not intended to be an Incentive Stock Option.

" Option " means an Incentive Stock Option or a Non-statutory Stock Option.

" Other Stock-Based Award " means an award of, or related to, shares of Stock other than Options, Restricted Stock, Performance Shares, Restricted Stock Units or Performance Units, as granted by the Committee in accordance with the provisions of Section 8 of the Plan.

" Participant " means an Employee, Director or Consultant who is selected by the Committee to receive an Award under the Plan.

" Performance Criteria " means the objectives established by the Committee for a Performance Period pursuant to Section 5(c) of the Plan for the purpose of determining the extent to which an Award of Performance Shares or Performance Units has been earned.

" Performance Period " means the period selected by the Committee during which performance is measured for the purpose of determining the extent to which an Award of Performance Shares or Performance Units has been earned.

" Performance Share " means an Award granted pursuant to Section 5 of the Plan of a contractual right to receive one share of Stock (or the Fair Market Value thereof in cash or any combination of cash and Stock, as determined by the Committee), or a fraction or multiple thereof, upon the achievement, in whole or in part, of the applicable Performance Criteria.

" Performance Unit " means an Award granted pursuant to Section 5 of the Plan of a contractual right to receive a fixed or variable dollar denominated unit (or a unit denominated in the Participant's local currency), or a fraction or multiple thereof, upon the achievement, in whole or in part, of the applicable Performance Criteria. The Committee shall determine whether the earned portion of any such Performance Units shall be payable in cash, Stock or any combination thereof.

" Qualifying Termination of Employment " means a termination of a Participant's Service with an Employer by reason of the Participant's death, Disability or Retirement.

" Restriction Period " means the period of time selected by the Committee during which an Award of Restricted Stock and Restricted Stock Units, as the case may be, is subject to forfeiture and/or restrictions on transfer pursuant to the terms of the Plan.

" Restricted Stock " means shares of Stock contingently granted to a Participant under Section 6 of the Plan.

" Restricted Stock Unit " means a fixed or variable stock denominated unit contingently awarded to a Participant under Section 6 of the Plan.

" Retirement " means, unless another definition is incorporated into the applicable Award Agreement, a termination of the Participant's Service at or after the Participant's normal retirement age or earlier retirement date established under any qualified retirement plan maintained by the Company; provided that if a Participant is a party to an employment or individual severance agreement with an Employer that defines the term "Retirement" then, with respect to any Award made to such Participant, "Retirement" shall have the meaning set forth in such employment or severance agreement.

" Service " means the provision of services to the Company or its Affiliates in the capacity of (i) an Employee, (ii) a Director, or (iii) a Consultant.

" Special Termination " means a termination of the Participant's Service due to death or Disability.

" Stock " means the common stock of the Company, par value $0.01 per share.

" Subsidiary " means any business entity in which the Company possesses directly or indirectly fifty percent (50%) or more of the total combined voting power.

(b) Gender and Number . Except when otherwise indicated by the context, words in the masculine gender used in the Plan shall include the feminine gender, the singular shall include the plural, and the plural shall include the singular.

SECTION 3. POWERS OF THE COMMITTEE

(a) Eligibility . Each Employee, Director or Consultant who, in the opinion of the Committee, has the capacity to contribute to the successful performance of the Company is eligible to be a Participant in the Plan.

(b) Power to Grant and Establish Terms of Awards . The Committee shall have the discretionary authority, subject to the terms of the Plan, to determine which Employees, Directors or Consultants to whom Awards shall be granted, the type or types of Awards to be granted, and the terms and conditions of any and all Awards including, without limitation, the number of shares of Stock subject to an Award, the time or times at which Awards shall be granted, and the terms and conditions of applicable Award

Agreements. The Committee may establish different terms and conditions for different types of Awards, for different Participants receiving the same type of Award, and for the same Participant for each type of Award such Participant may receive, whether or not granted at the same or different times.

(c) Administration . The Plan shall be administered by the Committee. The Committee shall have sole and complete authority and discretion to adopt, alter and repeal such administrative rules, guidelines and practices governing the operation of the Plan as it shall from time to time deem advisable, and to interpret the terms and provisions of the Plan. The Committee's decisions (including any failure to make decisions) shall be binding upon all persons, including the Company, shareholders, Employers, and each Employee, Director, Consultant, Participant or Designated Beneficiary, and shall be given deference in any proceeding with respect thereto.

(d) Delegation by the Committee . The Committee may delegate to the Company's Chief Executive Officer and/or to such other officer (s) of the Company the power and authority to make and/or administer Awards under the Plan with respect to individuals who are below the position of Senior Vice President (or any analogous title), pursuant to such conditions and limitations as the Committee may establish; provided that only the Committee or the Board may select, and grant Awards to, Executive Officers or exercise any other discretionary authority under the Plan in respect of Awards granted to such Executive Officers. Unless the Committee shall otherwise specify, any delegate shall have the authority and right to exercise (within the scope of such person's delegated authority) all of the same powers and discretion that would otherwise be available to the Committee pursuant to the terms hereof. The Committee may also appoint agents (who may be officers or employees of the Company) to assist in the administration of the Plan and may grant authority to such persons to execute agreements, including Award Agreements, or other documents on its behalf. All expenses incurred in the administration of the Plan, including, without limitation, for the engagement of any counsel, consultant or agent, shall be paid by the Company.

(e) Restrictive Covenants and Other Conditions . Without limiting the generality of the foregoing, the Committee may condition the grant of any Award under the Plan upon the Participant to whom such Award would be granted agreeing in writing to certain conditions (such as restrictions on the ability to transfer the underlying shares of Stock) or covenants in favor of the Company and/or one or more Affiliates thereof (including, without limitation, covenants not to compete, not to solicit employees and customers and not to disclose confidential information, that may have effect following the termination of the Participant's Service and after the Stock subject to the Award has been transferred to the Participant), including, without limitation, the requirement that the Participant disgorge any profit, gain or other benefit received in respect of the Award prior to any breach of any such covenant.

(f) Participants Based Outside the United States . To conform with the provisions of local laws and regulations, or with local compensation practices and policies, in foreign countries in which the Company or any of its Subsidiaries or Affiliates operate, but subject to the limitations set forth in Section 4 of the Plan regarding the maximum number of shares of Stock issuable hereunder and the maximum Award to any single Participant, the Committee may (i) modify the terms and conditions of Awards granted to Participants employed outside the United States (" Non-US Awards "), (ii) establish, without amending the Plan, subplans with modified exercise procedures and such other modifications as may be necessary or advisable under the circumstances (" Subplans "), and (iii) take any action which it deems advisable to obtain, comply with or otherwise reflect any necessary governmental regulatory procedures, exemptions or approvals with respect to the Plan. The Committee's decision to grant Non-US Awards or to establish Subplans is entirely voluntary and at the complete discretion of the Committee. The Committee may amend, modify or terminate any Subplans at any time, and such amendment, modification or termination may be made without prior notice to the Participants. The Company, Subsidiaries, Affiliates of any of the foregoing and members of the Committee shall not incur any liability of any kind to any Participant as a result of any change, amendment or termination of any Subplan at any time. The benefits and rights provided under any Subplan or by any Non-US Award (i) are wholly discretionary and, although provided by either the Company, a Subsidiary or Affiliate of any of the foregoing, do not constitute regular or periodic payments and (ii) are not to be considered part of the Participant's salary or compensation under the Participant's employment with the Participant's local employer for purposes of calculating any severance, resignation, redundancy or other end of service payments, vacation, bonuses, long-term service awards, indemnification, pension or retirement benefits, or any other payments, benefits or rights of any kind. If a Subplan is terminated, the Committee may direct the payment of Non-US Awards (or direct the deferral of payments whose amount shall be determined) prior to the dates on which payments would otherwise have been made, and, in the Committee's discretion, such payments may be made in a lump sum or in installments.

SECTION 4. MAXIMUM AMOUNT AVAILABLE FOR AWARDS

(a) Number . Subject in all cases to the provisions of this Section 4, the maximum number of shares of Stock that are available for Awards shall be [insert number equal to sum of (i) 13% of the total number of shares of Stock outstanding immediately as of the effective date of the spin-off of the Company to the shareholders of Dean Foods Company plus (ii) number of shares of Stock issuable pursuant to any stock options granted by Dean Foods Company prior to the date trading of Stock commences that are converted into the right to purchase Stock in connection with the spin-off]. Notwithstanding the provisions of Section 4(b) of the Plan, the maximum number of shares of Stock that may be issued in respect of Incentive Stock Options shall not exceed

3,000,000 shares. Shares of Stock may be made available from Stock held in treasury or authorized but unissued shares of the Company not reserved for any other purpose.

(b) Canceled, Terminated, or Forfeited Awards, etc . Any shares of Stock subject to an Award which for any reason expires without having been exercised, is canceled or terminated or otherwise is settled without the issuance of any Stock shall again be available for grant under the Plan. In applying the immediately preceding sentence, if (i) shares of Stock otherwise issuable or issued in respect of, or as part of, any Award are withheld to cover taxes, such shares shall not be treated as having been issued under the Plan and (ii) any Options are Net Exercised , only the net number of shares of Stock issued in respect of such Options shall be deemed issued under the Plan. In addition, shares of Stock tendered to exercise outstanding Options or other Awards or to cover applicable taxes shall also be available for issuance under the Plan, except and unless such shares are tendered more than ten years after the Effective Date.

(c) Individual Award Limitations . No Participant may be granted under the Plan in any calendar year more than 1,500,000 shares of Restricted Stock, Restricted Stock Units, Performance Shares and Performance Units. No Participant may be granted Options on more than 1,500,000 shares of Stock under the Plan in any calendar year.

(d) Adjustment in Capitalization . In the event that the Committee shall determine that any stock dividend, stock split, share combination, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase Stock at a price substantially below Fair Market Value, or other similar corporate event affects the Stock such that an adjustment is required in order to preserve, or to prevent the enlargement of, the benefits or potential benefits intended to be made available under this Plan, then the Committee shall, in its sole discretion, and in such manner as the Committee may deem equitable, adjust any or all of (i) the number and kind of shares which thereafter may be awarded or optioned and sold under the Plan, including, without limitation, the individual limitations described in Section 4(c) above and any limits on the types of Awards that may be made under the Plan, (ii) the number and kind of shares subject to outstanding Options and other Awards, and (iii) the grant, exercise or conversion price with respect to any Award. In addition, the Committee may, if deemed appropriate, make provision for cash payment to a Participant or a person who has an outstanding Option or other Award. Unless the Committee shall otherwise determine, following any such adjustment, the number of shares subject to any Option or other Award shall always be a whole number.

SECTION 5. PERFORMANCE SHARES AND PERFORMANCE UNITS

(a) Generally . The Committee shall have the authority to determine the Participants who shall receive Performance Shares and Performance Units, the number of Performance Shares and the number and value of Performance Units each Participant receives for each or any Performance Period, and the Performance Criteria applicable in

respect of such Performance Shares and Performance Units for each Performance Period. The Committee shall determine the duration of each Performance Period (which may differ from each other), and there may be more than one Performance Period in existence at any one time as to any Participant or all or any class of Participants. Each grant of Performance Shares and Performance Units shall be evidenced by an Award Agreement that shall specify the number of Performance Shares and the number and value of Performance Units awarded to the Participant, the Performance Criteria applicable thereto, and such other terms and conditions not inconsistent with the Plan as the Committee shall determine. No shares of Stock will be issued at the time an Award of Performance Shares is made, and the Company shall not be required to set aside a fund for the payment of Performance Shares or Performance Units.

(b) Earned Performance Shares and Performance Units . Performance Shares and Performance Units shall become earned, in whole or in part, based upon the attainment of specified Performance Criteria or the occurrence of any event or events, including a Change in Control, as the Committee shall determine, either at or after the grant date. In addition to the achievement of the specified Performance Criteria, the Committee may, at the grant date, condition payment of Performance Shares and Performance Units on the Participant completing a minimum period of Service following the grant date or on such other conditions as the Committee shall specify. The Committee may provide, at the time of any grant of Performance Shares or Performance Units, that if performance relative to the Performance Criteria exceeds targeted levels, the number of shares issuable in respect of each Performance Share or the value payable in respect of each Performance Unit shall be adjusted by such multiple (not in excess of 200%) as the Committee shall specify.

(c) Performance Criteria . At the discretion of the Committee, Performance Criteria may be based on the total return to the Company's shareholders, inclusive of dividends paid, during the applicable Performance Period (determined either in absolute terms or relative to the performance of one or more similarly situated companies or a published index covering the performance of a number of companies), or upon the relative or comparative attainment of one or more of the following criteria, whether in absolute terms or relative to the performance of one or more similarly situated companies or a published index covering the performance of a number of companies: stock price, operating earnings, net earnings, return on equity, income, market share, combined ratio, level of expenses, growth in revenue, and, in the case of persons who are not Executive Officers, such other criteria as may be determined by the Committee. Performance Criteria may be established on a Company-wide basis or with respect to one or more business units or divisions or Subsidiaries. When establishing Performance Criteria for a Performance Period, the Committee may exclude any or all "extraordinary items" as determined under U.S. generally accepted accounting principles including, without limitation, the charges or costs associated with restructurings of the Company or any Subsidiary, discontinued operations, other unusual or non-recurring items, and the

cumulative effects of accounting changes. Except in the case of Awards to Executive Officers intended to be "other performance-based compensation" under Section 162(m)(4) of the Code, the Committee may also adjust the Performance Criteria for any Performance Period as it deems equitable in recognition of unusual or non-recurring events affecting the Company, changes in applicable tax laws or accounting principles, or such other factors as the Committee may determine.

(d) Special Rule for Performance Criteria . If, at the time of grant, the Committee intends an Award of Performance Shares or Performance Units to qualify as "other performance based compensation" within the meaning of Section 162(m)(4) of the Code, the Committee must establish the Performance Criteria for the applicable Performance Cycle no later than the 90 th day after the Performance Cycle begins (or by such other date as may be required under Section 162(m) of the Code).

(e) Certification of Attainment of Performance Criteria . As soon as practicable after the end of a Performance Cycle and prior to any payment in respect of such Performance Cycle, the Committee shall certify in writing the number of Performance Shares and the number and value of Performance Units that have been earned on the basis of performance in relation to the established Performance Criteria.

(f) Payment of Awards . Earned Performance Shares and the value of earned Performance Units shall be distributed to the Participant or, if the Participant has died, to the Participant's Designated Beneficiary, as soon as practicable after the expiration of the Performance Period and the Committee's certification under Section 5(e) above, provided that (i) earned Performance Shares and the value of earned Performance Units shall not be distributed to a Participant until any other conditions on payment of such Awards established by the Committee have been satisfied, and (ii) any amounts payable in respect of Performance Shares or Performance Units pursuant to Section 9 of the Plan shall be distributed in accordance with Section 9. The Committee shall determine whether Performance Shares and the value of earned Performance Units are to be distributed in the form of cash, shares of Stock or in a combination thereof, with the value or number of shares of Stock payable to be determined based on the Fair Market Value of Stock on the date of the Committee's certification under Section 5(e) above.

(g) Newly Eligible Participants . Notwithstanding anything in this Section 5 to the contrary, the Committee shall be entitled to make such rules, determinations and adjustments as it deems appropriate with respect to any Participant who becomes eligible to receive Performance Shares or Performance Units after the commencement of a Performance Cycle.

(h) Termination of Service .

(i) Qualifying Termination of Employment . Unless otherwise determined by the Committee at or after the grant date, or except as provided in an

employment or individual severance agreement between a Participant and an Employer, a Participant whose Service terminates by reason of a Qualifying Termination of Employment on or after the first anniversary of the commencement of the relevant Performance Cycle (or such other period as the Committee shall specify at the time of grant of the Performance Shares or Performance Units) shall be entitled to a distribution of the same number of Performance Shares and the value of Performance Units (without pro-ration) that would have been payable for the Performance Cycle had his or her Service continued until the end of the applicable Performance Cycle. Any Performance Shares or value of Performance Units becoming payable in accordance with the preceding sentence shall be paid at the same time as the Performance Shares and the value of Performance Units are paid to other Participants (or at such earlier time as the Committee may permit). Any rights that a Participant or Designated Beneficiary may have in respect of any Performance Shares or Performance Units outstanding at the date of the Qualifying Termination of Employment that are not available to be earned or that are not earned in accordance with this Section 5(h)(i) shall be forfeited and canceled, effective as of the date of the Participant's termination of Service.

(ii) Termination for any Other Reason . Unless otherwise determined by the Committee at or after the grant date, or except as provided in an employment or individual severance agreement between a Participant and an Employer, if a Participant's Service is terminated for any reason other than a Qualifying Termination of Employment during a Performance Cycle, all of the Participant's rights to Performance Shares and Performance Units related to such Performance Cycle shall be immediately forfeited and canceled as of the date of such termination of Service. Notwithstanding the immediately preceding sentence, a Participant's rights in respect of unearned Performance Shares and Performance Units shall in all events be immediately forfeited and canceled as of the date of the Participant's termination of Service for Cause.

(iii) Termination in Connection with a Change in Control . Notwithstanding anything to the contrary in this Section 5(h), Section 9 of the Plan shall determine the treatment of Performance Shares and Performance Units upon a Change in Control, including the treatment of such Awards granted to any Participant whose Service is involuntarily terminated by an Employer other than for Cause or whose Service is terminated due to a Special Termination, in either case, on or after the date on which the shareholders of the Company approve the transaction giving rise to the Change in Control, but prior to the consummation thereof.

SECTION 6. RESTRICTED STOCK AND RESTRICTED STOCK UNITS

(a) Grant . Restricted Stock and Restricted Stock Units may be granted to Participants at such time or times as shall be determined by the Committee. The grant date of any Restricted Stock or Restricted Stock Units under the Plan will be the date on which such Restricted Stock or Restricted Stock Units are awarded by the Committee, or such other date as the Committee shall determine. Restricted Stock and Restricted Stock Units shall be evidenced by an Award Agreement that shall specify (i) the number of shares of Restricted Stock and the number of Restricted Stock Units granted to each Participant, (ii) the Restriction Period(s) applicable thereto and (iii) such other terms and conditions not inconsistent with the Plan as the Committee shall determine, including customary representations, warranties and covenants with respect to securities law matters. Awards of Restricted Stock Units shall be evidenced by a bookkeeping entry in the Company's records (or by such other reasonable method as the Company shall determine from time to time).

(b) Vesting . Restricted Stock and Restricted Stock Units granted to Participants under the Plan shall be subject to a Restriction Period. Except as otherwise determined by the Committee at or after the grant date, and subject to the Participant's continued employment with his or her Employer on such date, the Restriction Period shall lapse upon the third anniversary of the grant date. The Committee may provide that the Restriction Period on Restricted Stock or Restricted Stock Units shall lapse, in whole or in part, upon the achievement of performance criteria (and without regard to the minimum service requirement), which criteria shall be selected from those available to the Committee under Section 5(c) of the Plan, provided that any Award of Restricted Stock made to any Executive Officer that is intended to qualify as "other performance based compensation" under Section 162(m) of the Code shall be subject to the same restrictions and limitations applicable to Awards of Performance Shares under Section 5(d) of the Plan and subject to the certification required under Section 5(e) of the Plan. The Restriction Period shall also lapse, in whole or in part, upon the occurrence of any event or events, including a Change in Control, specified in the Plan, or specified by the Committee, in its discretion, either at or after the grant date of the applicable Award.

(c) Dividend Equivalents. The Committee shall determine whether and to what extent dividends payable on Stock will be credited, or paid currently, to a Participant in respect of an Award of Restricted Stock Units. Unless otherwise determined by the Committee at or after the grant date, a Participant holding Restricted Stock Units shall not be entitled to exercise any voting rights and any other rights as a shareholder with respect to shares of Stock underlying such Award.

(d) Settlement of Restricted Stock and Restricted Stock Units . At the expiration of the Restriction Period for any Restricted Stock, the Company shall remove the restrictions applicable to the Restricted Stock, and shall, upon request, deliver the stock certificates evidencing such Restricted Stock to the Participant or the Participant's

legal representative (or otherwise evidence the issuance of such shares free of any restrictions imposed under the Plan). At the expiration of the Restriction Period for any Restricted Stock Units, for each such Restricted Stock Unit, the Participant shall receive, in the Committee's discretion, (i) a cash payment equal to the Fair Market Value of one share of Stock as of such payment date, (ii) one share of Stock or (iii) any combination of cash and shares of Stock having an aggregate value equal to the Fair Market Value of one share of Stock.

(e) Restrictions on Transfer . Except as provided herein or in an Award Agreement, shares of Restricted Stock and Restricted Stock Units may not be sold, assigned, transferred, pledged or otherwise encumbered during the Restriction Period. Any such attempt by the Participant to sell, assign, transfer, pledge or encumber shares of Restricted Stock and Restricted Stock Units without complying with the provisions of the Plan shall be void and of no effect.

(f) Termination of Service .

(i) Qualifying Termination of Employment . Unless otherwise determined by the Committee at or after the grant date, or except as provided in an employment or individual severance agreement between a Participant and an Employer, if a Participant's Service terminates by reason of a Qualifying Termination of Employment during the Restriction Period, a pro rata portion of any Stock related to Restricted Stock or a Restricted Stock Unit held by such Participant shall become nonforfeitable at the date of such termination, based on the number of full calendar months of such Participant's Service relative to the number of full calendar months in the relevant Restriction Period.

(ii) Termination for any Other Reason . Unless otherwise determined by the Committee at or after the grant date, or except as provided in an employment or individual severance agreement between a Participant and an Employer, if a Participant's Service terminates for any reason other than a Qualifying Termination of Employment during the Restriction Period, any Restricted Stock or Restricted Stock Units held by such Participant shall be forfeited and cancelled as of the date of such termination of Service. Notwithstanding the immediately preceding sentence, a Participant's rights in respect of unvested Restricted Stock or Restricted Stock Units shall in all events be immediately forfeited and canceled as of the date of the Participant's termination of Service for Cause.

(iii) Termination in Connection with a Change in Control . Notwithstanding anything to the contrary in this Section 6(f), Section 9 of the Plan shall determine the treatment of Restricted Stock and Restricted Stock Units upon a Change in Control, including the treatment of such Awards granted to any Participant whose Service is involuntarily terminated by an Employer other than for Cause or whose Service is terminated due to a Special Termination, in either

case, on or after the date on which the shareholders of the Company approve the transaction giving rise to the Change in Control, but prior to the consummation thereof.

SECTION 7. STOCK OPTIONS

(a) Grant . Options may be granted to Participants at such time or times as shall be determined by the Committee. The Committee shall have the authority to grant Incentive Stock Options or Non-statutory Stock Options. The grant date of an Option under the Plan will be the date on which the Option is awarded by the Committee, or such other date as the Committee shall determine in its sole discretion. Each Option shall be evidenced by an Award Agreement that shall specify the type of Option granted, the exercise price, the duration of the Option, the number of shares of Stock to which the Option pertains, the conditions upon which the Option or any portion thereof shall become vested or exercisable and such other terms and conditions not inconsistent with the Plan as the Committee shall determine, including customary representations, warranties and covenants with respect to securities law matters. For the avoidance of doubt, Incentive Stock Options may only be granted to Employees.

(b) Exercise Price . The Committee shall establish the exercise price at the time each Option is granted, which price shall not be less than 100% of the Fair Market Value of the Stock on the grant date. Notwithstanding the foregoing, if an Incentive Stock Option is granted to an Employee who, at the time of grant, owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any Affiliate thereof, the exercise price shall be at least 110% of the Fair Market Value of the Stock on the grant date.

(c) Vesting and Exercisability . Except as otherwise determined by the Committee at or after the grant date, and subject to the Participant's continued employment with his or her Employer on such date, each Option awarded to a Participant under the Plan shall become vested and exercisable in three approximately equal installments on each of the first three anniversaries of the grant date. Options may also become exercisable, in whole or in part, upon the occurrence of any event or events, including a Change in Control, specified in the Plan, or specified by the Committee, in its discretion, either at or after the grant date of the applicable Option. In its discretion, the Committee may also establish performance conditions with respect to the exercisability of any Option during a performance period selected by the Committee. No Option shall be exercisable on or after the tenth anniversary of its grant date (the fifth anniversary of the grant date for an Incentive Stock Option granted to an Employee who, at the time of grant, owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any Affiliate thereof). The Committee may impose such conditions with respect to the exercise of Options, including without limitation, any relating to the application of federal or state securities laws, as it may deem necessary or advisable.

(d) Payment . No Stock shall be delivered pursuant to any exercise of an Option until payment in full of the exercise price therefore is received by the Company. Such payment may be made in cash or its equivalent or, if permitted by the Committee, (i) by exchanging shares of Stock owned by the Participant for at least six months (or for such greater or lesser period as the Committee may determine from time to time) and which are not the subject of any pledge or other security interest, (ii) through an arrangement with a broker approved by the Company whereby payment of the exercise price is accomplished with the proceeds of the sale of Stock or (iii) by a combination of the foregoing, provided that the combined value of all cash and cash equivalents and the Fair Market Value of any such Stock so tendered to the Company, valued as of the date of such tender, is at least equal to such exercise price of the portion of the Option being exercised. Additionally, to the extent authorized by the Committee (whether at or after the grant date), Options may be Net Exercised subject to such terms and conditions as the Committee may from time to time impose. The Company may not make a loan to a Participant to facilitate such Participant's exercise of any of his or her Options or payment of taxes.

(e) Incentive Stock Option Status. Notwithstanding anything in this Plan to the contrary, no term of this Plan relating to Incentive Stock Options shall be interpreted, amended or altered, nor shall any discretion or authority granted under the Plan be so exercised, so as to disqualify the Plan under Section 422 of the Code.

(f) Termination of Service .

(i) Special Termination . Unless otherwise determined by the Committee at or after the grant date, or except as provided in an employment or individual severance agreement between a Participant and an Employer, if the Participant's Service is terminated due to a Special Termination, then all Options held by the Participant on the effective date of such Special Termination shall vest and become exercisable and shall remain exercisable until the first to occur of (A) the second anniversary of the effective date of such Special Termination (or, for Incentive Stock Options, the first anniversary of such Special Termination) or (B) the expiration date of the Option.

(ii) Termination for any Other Reason . Except as provided in an employment or individual severance agreement between a Participant and an Employer, (A) if the Participant's Service is voluntarily or involuntarily terminated for any reason other than a Special Termination prior to the expiration date of the Option, any Options that have not become vested and exercisable on or before the effective date of such termination shall terminate on such effective date, and (B) if the Participant's Service is terminated for any reason other than a Special Termination or for Cause, any vested and exercisable Options then held by the Participant shall remain exercisable for a period of 90 days following the effective date of such termination of Service.

(iii) Termination for Cause . Notwithstanding anything to the contrary in this Section 7(f), if the Participant's Service is terminated for Cause, then all Options (whether or not then vested or exercisable) shall terminate and be canceled immediately upon such termination, regardless of whether then vested or exercisable.

(iv) Termination in Connection with a Change in Control . Notwithstanding anything to the contrary in this Section 7(f), Section 9 of the Plan shall determine the treatment of Options upon a Change in Control, including the treatment of Options granted to any Participant whose Service is involuntarily terminated by an Employer other than for Cause or whose Service is terminated due to a Special Termination, in either case, on or after the date on which the shareholders of the Company approve the transaction giving rise to the Change in Control, but prior to the consummation thereof.

SECTION 8.
OTHER STOCK-BASED AWARDS

(a) Other Stock Based Awards . The Committee may grant Other Stock-Based Awards, including, but not limited to, the outright grant of Stock in satisfaction of obligations of the Company or any Affiliate thereof under another compensatory plan, program or arrangement, modified Awards intended to comply with or structured in accordance with the provisions of applicable non-U.S. law or practice, or the sale of Stock, in such amounts and subject to such terms and conditions as the Committee shall determine, including, but not limited to, the satisfaction of Performance Criteria. Each Other-Stock Based Award shall be evidenced by an Award Agreement that shall specify the terms and conditions applicable thereto. Any Other Stock-Based Award may entail the transfer of actual shares of Stock or the payment of the value of such Award in cash based upon the value of a specified number of shares of Stock, or any combination of the foregoing, as determined by the Committee. The terms of any Other Stock-Based Award need not be uniform in application to all (or any class of) Participants, and each Other Stock-Based Award granted to any Participant (whether or not at the same time) may have different terms.

(b) Termination of Service . In addition to any other terms and conditions that may be specified by the Committee, each Other Stock-Based Award shall specify the impact of a termination of Service upon the rights of a Participant in respect of such Award. At the discretion of the Committee, such conditions may be the same as apply with respect to Restricted Stock or Restricted Stock Units, or may contain terms that are more or less favorable to the Participant.

SECTION 9. CHANGE IN CONTROL

(a) Accelerated Vesting and Payment .

(i) In General . Except as provided in an employment or individual severance agreement between a Participant and an Employer, upon a Change in Control (i) all outstanding Options shall become vested and exercisable immediately and (ii) the Restriction Period on all outstanding Restricted Stock and Restricted Stock Units shall lapse immediately. Additionally, the Committee (as constituted prior to the Change in Control) may provide that in connection with the Change in Control (i) each Option shall be cancelled in exchange for an amount (payable in accordance with Section 9(a)(iii) below) equal to the excess, if any, of the Change in Control Price over the exercise price for such Option and (ii) each share of Restricted Stock and each Restricted Stock Unit shall be cancelled in exchange for an amount (payable in accordance with Section 9(a)(iii) below) equal to the Change in Control Price, multiplied by the number of shares of Stock covered by such Award.

(ii) Performance Shares and Performance Units . In the event of a Change in Control, (i) each outstanding Performance Share shall be cancelled in exchange for a payment equal to the payment that would have been payable had each such Performance Share been deemed equal to 100% (or such greater or lesser percentage as the Committee shall specify at the grant date or such greater percentage as the Committee shall specify after the grant date) of the amount earned upon full achievement of applicable Performance Criteria and (ii) each outstanding Performance Unit shall be cancelled in exchange for a payment equal to the value that would have been payable had each such Performance Unit been deemed equal to 100% (or such greater or lesser percentage as the Committee shall specify at the grant date or such greater percentage as the Committee shall specify after the grant date) of its initially established dollar or local currency denominated value.

(iii) Payments . Payment of any amounts calculated in accordance with Sections 9(a)(i) and (ii) shall be made in cash or, if determined by the Committee (as constituted prior to the Change in Control), in shares of the stock of the New Employer having an aggregate fair market value equal to such amount or in a combination of such shares of stock and cash. All amounts payable hereunder shall be payable in full, as soon as reasonably practicable, but in no event later than 10 business days, following the Change in Control. For purposes hereof, the fair market value of one share of stock of the New Employer shall be determined by the Committee (as constituted prior to the consummation of the transaction constituting the Change in Control), in good faith.

(b) Termination of Service Prior to Change in Control . In the event that any Change in Control occurs as a result of any transaction described in clause (iii) or (iv) of the definition of such term, any Participant whose Service is involuntarily terminated by an Employer other than for Cause or is terminated due to a Special Termination, in either

case, on or after the date on which the shareholders of the Company approve the transaction giving rise to the Change in Control, but prior to the consummation thereof, shall be treated, solely for purposes of this Plan (including, without limitation, this Section 9), as continuing in Service until the occurrence of such Change in Control, and to have been terminated immediately thereafter.

SECTION 10. EFFECTIVE DATE, AMENDMENT, MODIFICATION, AND TERMINATION OF THE PLAN OR AWARDS

The Plan shall be effective on the Effective Date, and shall continue in effect, unless sooner terminated pursuant to this Section 10, until the 10 th anniversary of the Effective Date. The Board may at any time in its sole discretion, for any reason whatsoever, terminate or suspend the Plan, and from time to time may amend or modify the Plan; provided that without the approval by a majority of the votes cast at a duly constituted meeting of shareholders of the Company, no amendment or modification to the Plan may (i) materially increase the benefits accruing to Participants under the Plan, (ii) except as otherwise expressly provided in Section 4(d) of the Plan, materially increase the number of shares of Stock subject to the Plan or the individual Award limitations specified in Section 4(c) of the Plan, (iii) materially modify the requirements for participation in the Plan or (iv) materially modify the Plan in any other way that would require shareholder approval under any regulatory requirement that the Committee determines to be applicable. In the event that the Committee shall determine that such action would, taking into account such factors as it deems relevant, be beneficial to the Company, the Committee may affirmatively act to amend, modify or terminate any outstanding Award at any time prior to payment or exercise in any manner not inconsistent with the terms of the Plan, including without limitation, to change the date or dates as of which (A) an Option becomes exercisable, (B) a Performance Share or Performance Unit is deemed earned, or (C) Restricted Stock and Restricted Stock Units becomes nonforfeitable, except that no outstanding Option may be amended or otherwise modified or exchanged (other than in connection with a transaction described in Section 4(d) of the Plan) in a manner that would have the effect of reducing its original exercise price or otherwise constitute repricing. Any such action by the Committee shall be subject to the Participant's consent if the Committee determines that such action would adversely affect in any material way the Participant's rights under such Award, whether in whole or it part. No amendment, modification, or termination of the Plan or any Award shall adversely affect in any material way any Award theretofore granted under the Plan, without the consent of the Participant.

SECTION 11. GENERAL PROVISIONS

(a) Withholding . The Employer shall have the right to deduct from all amounts paid to a Participant in cash (whether under this Plan or otherwise) any amount required by law to be withheld in respect of Awards under this Plan as may be necessary in the opinion of the Employer to satisfy any applicable tax withholding requirements

under the laws of any country, state, province, city or other jurisdiction, including but not limited to income taxes, capital gains taxes, transfer taxes, and social security contributions that are required by law to be withheld. In the case of payments of Awards in the form of Stock, at the Committee's discretion, the Participant shall be required to either pay to the Employer the amount of any taxes required to be withheld with respect to such Stock or, in lieu thereof, the Employer shall have the right to retain (or the Participant may be offered the opportunity to elect to tender) the number of shares of Stock whose Fair Market Value equals such amount required to be withheld.

(b) Nontransferability of Awards . No Award shall be assignable or transferable except by will or the laws of descent and distribution; provided that the Committee may permit (on such terms and conditions as it shall establish) a Participant to transfer an Award for no consideration to the Participant's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the Participant's household (other than a tenant or employee), a trust in which these persons have all of the beneficial interest and any other entity in which these persons (or the Participant) own all of the voting interests (" Permitted Transferees "). Except to the extent required by law, no right or interest of any Participant shall be subject to any lien, obligation or liability of the Participant. All rights with respect to Awards granted to a Participant under the Plan shall be exercisable during the Participant's lifetime only by such Participant or, if applicable, his or her Permitted Transferee(s). The rights of a Permitted Transferee shall be limited to the rights conveyed to such Permitted Transferee, who shall be subject to and bound by the terms of the agreement or agreements between the Participant and the Company.

(c) No Limitation on Compensation . Nothing in the Plan shall be construed to limit the right of the Company to establish other plans or to pay compensation, in cash or property, in a manner which is not expressly authorized under the Plan.

(d) No Right to Employment . No person shall have any claim or right to be granted an Award, and the grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of the Employer. The grant of an Award hereunder, and any future grant of Awards under the Plan is entirely voluntary, and at the complete discretion of the Company. Neither the grant of an Award nor any future grant of Awards by the Company shall be deemed to create any obligation to grant any further Awards, whether or not such a reservation is explicitly stated at the time of such a grant. The Plan shall not be deemed to constitute, and shall not be construed by the Participant to constitute, part of the terms and conditions of employment and participation in the Plan shall not be deemed to constitute, and shall not be deemed by the Participant to constitute, an employment or labor relationship of any kind with an Employer. Each Employer expressly reserves the right at any time to dismiss a Participant free from any

liability, or any claim under the Plan, except as provided herein and in any agreement entered into with respect to an Award. The Company expressly reserves the right to require, as a condition of participation in the Plan, that Award recipients agree and acknowledge the above in writing. Further, the Company expressly reserves the right to require Award recipients, as a condition of participation, to consent in writing to the collection, transfer from the Employer to the Company and third parties, storage and use of personal data for purposes of administering the Plan.

(e) No Rights as Shareholder . Subject to the provisions of the applicable Award contained in the Plan and in the Award Agreement, no Participant, Permitted Transferee or Designated Beneficiary shall have any rights as a shareholder with respect to any shares of Stock to be distributed under the Plan until he or she has become the holder thereof.

(f) Construction of the Plan . The validity, construction, interpretation, administration and effect of the Plan and of its rules and regulations, and rights relating to the Plan, shall be determined solely in accordance with the laws of the State of Illinois (without reference to the principles of conflicts of law).

(g) Compliance with Legal and Exchange Requirements . The Plan, the granting and exercising of Awards thereunder, and any obligations of the Company under the Plan, shall be subject to all applicable federal, state, and foreign country laws, rules, and regulations, and to such approvals by any regulatory or governmental agency as may be required, and to any rules or regulations of any exchange on which the Stock is listed. The Company, in its discretion, may postpone the granting and exercising of Awards, the issuance or delivery of Stock under any Award or any other action permitted under the Plan to permit the Company, with reasonable diligence, to complete such stock exchange listing or registration or qualification of such Stock or other required action under any federal, state or foreign country law, rule, or regulation and may require any Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of Stock in compliance with applicable laws, rules, and regulations. The Company shall not be obligated by virtue of any provision of the Plan to recognize the exercise of any Award or to otherwise sell or issue Stock in violation of any such laws, rules, or regulations, and any postponement of the exercise or settlement of any Award under this provision shall not extend the term of such Awards. Neither the Company nor its directors or officers shall have any obligation or liability to a Participant with respect to any Award (or Stock issuable thereunder) that shall lapse because of such postponement.

(h) Indemnification . Each person who is or shall have been a member of the Committee and each delegate of such Committee shall be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be made a party or in which

he or she may be involved in by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such action, suit, or proceeding against him or her, provided that the Company is given an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it personally. The foregoing right of indemnification shall not be exclusive and shall be independent of any other rights of indemnification to which such persons may be entitled under the Company's Articles of Incorporation or By-laws, by contract, as a matter of law, or otherwise.

(i) Section 409A . Subject to the requirements of Section 409A of the Code, the Committee may postpone the exercising of Awards, the issuance or delivery of Stock under, or the payment of cash in respect of, any Award or any action permitted under the Plan, upon such terms and conditions as the Committee may establish from time to time. Subject to the requirements of Section 409A of the Code, a Participant may electively defer receipt of the shares of Stock or cash otherwise payable in respect of any Award (including, without limitation, any shares of Stock issuable upon the exercise of an Option other than an Incentive Stock Option) upon such terms and conditions as the Committee may establish from time to time. Notwithstanding anything to the contrary contained in the Plan, to the extent that any term or condition of the Plan would cause an Award to be subject to Section 409A(a)(1) of the Code (absent application of this Section 11(i)), it is hereby superseded and modified to the extent necessary so as not to be subject to Section 409A(a)(1) of the Code (such modification to have the minimum economic effect necessary and to be determined in good faith by the Committee).

(j) No Impact On Benefits . Except as may otherwise be specifically stated under any employee benefit plan, policy or program, no amount payable in respect of any Award shall be treated as compensation for purposes of calculating a Participant's right under any such plan, policy or program.

(k) No Constraint on Corporate Action . Nothing in this Plan shall be construed (i) to limit, impair or otherwise affect the Company's right or power to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, or to merge or consolidate, or dissolve, liquidate, sell, or transfer all or any part of its business or assets or (ii) to limit the right or power of the Company, or any Subsidiary, to take any action which such entity deems to be necessary or appropriate.

(l) Headings and Captions . The headings and captions herein are provided for reference and convenience only, shall not be considered part of this Plan, and shall not be employed in the construction of this Plan.

Exhibit 10.8

FORM OF TRANSITION SERVICES AGREEMENT

THIS AGREEMENT (the " **Agreement** ") for the performance of transition services is dated as of [_____], 2005, between Dean Foods Company (" **Dean** "), a Delaware corporation, and TreeHouse Foods, Inc. (" **TreeHouse** "), a Delaware corporation.

WHEREAS, Dean, through its subsidiaries, operates the Specialty Foods Group, *MochaMix* ®, *SecondNature* ®, and food service dressings businesses (the " **Transferred Businesses** ");

WHEREAS, the Board of Directors of Dean has determined that it would be advisable and in the best interests of Dean and its stockholders for Dean to transfer and assign, or cause to be transferred and assigned, to TreeHouse the business, operations, assets and liabilities related to the Transferred Businesses;

WHEREAS, Dean desires to transfer and assign, or cause to be transferred or assigned, to the TreeHouse Parties the assets and properties of the Transferred Businesses and the TreeHouse Parties desire to accept the transfer and assignment of such assets and to assume, or cause to be assumed, the liabilities and obligations arising out of or relating to the Transferred Businesses;

WHEREAS, the date on which the above transaction is to become effective is referred to as the "Distribution Date" as defined in that certain Distribution Agreement between Dean and TreeHouse, dated as of the date hereof (the " **Distribution Agreement** "); and

WHEREAS, the parties hereto deem it to be appropriate and in the best interests of TreeHouse and Dean that Dean provide certain services to TreeHouse to facilitate the transaction described above on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Description of Dean Services . Dean shall, subject to the terms and provisions of this Agreement:

(a) provide TreeHouse with general services of a financial, technical, commercial, administrative and/or advisory nature, with respect to the Transferred Businesses, as set forth on Exhibit A hereto; and

(b) render such other specific services as TreeHouse may from time to time reasonably request, subject to Dean's sole discretion and its being in a position to supply such additional services at the time of such request.

Unless otherwise specifically provided on Exhibit A , Dean will provide each of the services until December 31, 2005, or such later date as mutually agreed in writing by the parties. TreeHouse may, at its option, upon no less than thirty (30) days prior written notice to Dean (or such other period as the parties may mutually agree in writing), terminate all or any category of such services.

2. Consideration for Dean Services . TreeHouse shall pay Dean in accordance with this Section 2 and Dean shall accept as consideration for the services rendered to TreeHouse hereunder the following service charges:

(a) for the services rendered by Dean for or on behalf of TreeHouse pursuant to Section 1(a), TreeHouse will be charged Dean's cost for each applicable service;

(b) for the services rendered by Dean for or on behalf of TreeHouse pursuant to Section 1(b), TreeHouse will be charged certain fees to be negotiated and agreed to by the parties at the time such services are requested.

3. Terms of Payment . Dean shall submit in writing an invoice covering its charges to TreeHouse for services rendered hereunder. Such invoice shall be submitted on a monthly basis and shall contain a summary description of the charges and services rendered. Payment shall be made no later than thirty (30) days after the invoice date.

4. Method of Payment . All amounts payable by TreeHouse for the services described on Exhibit A shall be remitted to Dean in United States dollars in the form of a check or wire transfer to a bank designated in the invoice or otherwise in writing by Dean.

5. WARRANTIES . THIS IS A SERVICES AGREEMENT. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE.

6. Standard of Conduct; Limitation on Liability .

(a) Dean shall have no liability with respect to its furnishing of services hereunder to TreeHouse except on account of Dean's gross negligence or willful misconduct.

(b) In no event shall either party have any liability, whether based on contract, tort (including, without limitation, negligence), warranty or any other legal or equitable grounds, for any punitive, consequential, special, indirect or incidental loss or damage suffered by the other party arising from or related to this Agreement, including without limitation, loss of data, profits (excluding profits under this Agreement), interest or revenue, or use or interruption of business, even if such party is advised of the possibility of such losses or damages.

(c) In no event shall Dean's liability, whether based on contract, tort (including without limitation, negligence), warranty or any other legal or equitable grounds, exceed in the aggregate the amount of fees paid to Dean under this Agreement. In no event shall Dean have any liability of any kind under this Agreement to any third party.

7. Termination . This Agreement shall terminate on December 31, 2005, but may be terminated earlier in accordance with the following:

(a) upon the mutual written agreement of the parties;

(b) by either TreeHouse or Dean for material breach of any of the terms hereof by Dean or TreeHouse, as the case may be, if the breach is not remedied within thirty (30) days after written notice of breach is delivered to the defaulting party;

(c) by either TreeHouse or Dean forthwith, upon written notice to Dean or TreeHouse, as the case may be, if Dean or TreeHouse, as the case may be, shall become insolvent or shall make an assignment for the benefit of creditors, or shall be placed in receivership, reorganization, liquidation or bankruptcy;

(d) by Dean forthwith, upon written notice to TreeHouse, if, for any reason, the ownership or control of TreeHouse or any of TreeHouse's operations, becomes vested in, or is made subject to the control or direction of, any direct competitor of Dean; or

(e) by TreeHouse forthwith, upon written notice to Dean, if for any reason, the ownership or control of Dean or any of Dean's operations becomes vested in, or is made subject to the control or direction of, any direct competitor of TreeHouse.

Upon any such termination, Dean shall be compensated for all services performed to the date of termination in accordance with the provisions of this Agreement.

8. Performance . The services rendered by Dean hereunder shall be performed in the same manner and with the same skill and care as Dean employs in the service of its own business.

9. Independent Contractor . Dean is providing the services pursuant to this Agreement as an independent contractor and the parties hereby acknowledge that they do not intend to create a joint venture, partnership or any other type of agency between them.

10. Confidentiality . The specific terms and conditions of this Agreement and any information conveyed or otherwise received by or on behalf of a party in conjunction herewith are confidential and are subject to the terms of the confidentiality provisions of the Distribution Agreement.

11. Ownership of Information . Any information owned by one party or any of its subsidiaries that is provided to the other party or any of its subsidiaries pursuant to this Agreement shall remain the property of the providing party. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such information. Upon termination of this Agreement or the earlier termination of any services provided hereunder, TreeHouse shall be obligated to return to Dean, as soon as reasonably practicable, any equipment or other property of Dean relating to the services provided hereunder which is in TreeHouse's control or possession and which is not a Transferred Asset under the Distribution Agreement.

12. Amendment . This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties.

13. Force Majeure . Any delays in or failure of performance by any party hereto, other than the payment of money, shall not constitute a default hereunder if and to the extent

such delays or failures of performance are caused by occurrences beyond the reasonable control of such party, including, but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; acts of war; riots or strikes or other concerted acts of personnel; power failure; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of such party.

14. Assignment . This Agreement shall not be assignable by either party hereto without the prior written consent of the other party hereto. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

15. Notices . All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed given upon (a) a transmitter's confirmation of a receipt of a facsimile transmission (but only if followed by confirmed delivery of a standard overnight courier the following business day or if delivered by hand the following business day), (b) confirmed delivery of a standard overnight courier or when delivered by hand or (c) the expiration of five business days after the date mailed by certified or registered mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice):

If to Dean, to:

Dean Foods Company
2515 McKinney Avenue
Suite 1200
Dallas, Texas 75201
Telephone: (214) 303-3413
Fax: (214) 303-3853
Attention: General Counsel

with a copy (which shall not constitute effective notice) to:

Wilmer Cutler Pickering Hale and Dorr LLP
2445 M Street, N.W.
Washington, D.C. 20037
Telephone: (202) 663-6000
Fax: (202) 663-6363
Attention: Erika L. Robinson

If to TreeHouse, to:

TreeHouse Foods Corp.
857-897 School Place
P.O. Box 19057
Green Bay, Wisconsin 54307
Telephone: (920) 497-7131

Fax: (920) 497-4604
Attention: General Counsel

with a copy (which shall not constitute effective notice) to:

Winston and Strawn LLP
35 W. Wacker Drive
Chicago, Illinois 60601
Telephone: (312) 558-5600
Fax: (312) 558-5700
Attention: Bruce A. Toth

Either party may, by written notice to the other parties, change the address or the party to which any notice, request, instruction or other documents is to be delivered.

16. GOVERNING LAW . THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE.

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

DEAN FOODS COMPANY

By: _____
Name:
Title:

TREEHOUSE FOODS, INC.

By: _____
Name:
Title:

Exhibit 10.9

FORM OF
EMPLOYEE MATTERS AGREEMENT

This Employee Matters Agreement, dated as of ___, 2005, is between Dean Foods Company (" **Dean** "), a Delaware corporation, and TreeHouse Foods, Inc. (" **TreeHouse** "), a Delaware corporation (the " **Agreement** ").

In consideration of the mutual agreements contained herein and in the Distribution Agreement, the parties hereto agree as follows:

ARTICLE I.
DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below. Capitalized terms used but not defined herein shall have the meanings set forth in the Distribution Agreement.

1.01 " **Business Employee** " means an individual employed at any time on or prior to the Distribution Date by any Dean Party who has, as of the Distribution Date, or who, immediately prior to his or her termination of employment with such Dean Party, had employment duties primarily related to the Transferred Businesses, including any such employee who is on approved medical, non-medical, short-term disability, long-term disability or weekly indemnity leave of absence or absent from active employment due to occupational illness or injury covered by workers' compensation or any other leave authorized by Dean.

1.02 " **Code** " means the U.S. Internal Revenue Code of 1986, as amended.

1.03 " **Collective Bargaining Agreement** " means any collective bargaining agreement entered into between any Dean Party and a union representing a Business Employee as of the Distribution Date.

1.04 " **ERISA** " means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 *et. seq* .

1.05 " **Multiemployer Plan** " means any multiemployer plan as defined in Section 4001(a)(3) of ERISA.

1.06 " **Non-ERISA Benefit Arrangement** " means each contract, agreement, policy, practice, program, plan, trust or arrangement, other than a Pension Plan or Welfare Plan, providing benefits, perquisites or compensation of any nature.

1.07 " **Non-Union Employee** " means any Business Employee whose terms and conditions of employment are not covered by a Collective Bargaining Agreement or who is not represented by a union for collective bargaining purposes with any Dean Party as of the Distribution Date.

1.08 " **Pension Plan** " means any pension plan as defined in Section 3(2) of ERISA.

1.09 " **Transferred Employee** " means a Business Employee described in Section 2.01(a) or 2.01(b) who is employed by TreeHouse.

1.10 " **Union Employee** " means any Business Employee whose terms and conditions of employment are covered by a Collective Bargaining Agreement or who is represented by a union for collective bargaining purposes with any Dean Party as of the Distribution Date.

1.11 " **Welfare Plan** " means any employee welfare plan as defined in Section 3(1) of ERISA.

ARTICLE II.
TRANSFERRED EMPLOYEE MATTERS

2.01 Employment .

(a) Union Employees . On and after the Distribution Date, TreeHouse shall employ each Union Employee subject to the terms of the applicable Collective Bargaining Agreements, subject to any modifications agreed to between TreeHouse and the applicable Union(s), if any. Nothing in this Agreement affects the rights of TreeHouse to increase, decrease or otherwise modify the size of its workforce, or terminate any employee's employment, for any reason permitted by the Collective Bargaining Agreements and applicable law after the Distribution Date **.**

(b) Non-Union Employees . On and after the Distribution Date, TreeHouse shall employ each Non-Union Employee on terms and conditions substantially similar to the terms and conditions of their employment with Dean **.** Nothing in this Agreement affects the rights of TreeHouse to increase, decrease or otherwise modify the size of its workforce, or terminate any employee's employment, for any reason permitted by the applicable law after the Distribution Date.

2.02 Severance and Other Termination Benefits . It is not intended that any Transferred Employee will be eligible for termination or severance payments or benefits from Dean Entities as a result of the transfer or change of employment from Dean to TreeHouse or their respective subsidiaries or affiliates.

ARTICLE III.
MULTIEMPLOYER PENSION PLAN

3.01 Multiemployer Plans . Effective as of the Distribution Date, TreeHouse agrees to assume all of Dean's obligations to contribute to any Multiemployer Plan relating to the Transferred Businesses and to make all such contributions without interruption, it being the intention of Dean and TreeHouse that the Distribution qualify for the relief provided under Section 4218 of ERISA.

ARTICLE IV.
WELFARE PLANS AND NON-ERISA BENEFIT ARRANGEMENTS

4.01 Participation in Dean Plans . Dean shall continue to provide coverage to the Business Employees under the Welfare Plans maintained by any Dean Party (the " **Dean Welfare Plans** ") in which such Business Employees participate as of the Distribution Date, until such date as determined by Dean and TreeHouse, which date may be different for different plans (the " **Cessation Time** "), but in no event shall Dean continue to provide such coverage after December 31, 2005. A list of such Dean Welfare Plans are set forth on Schedule 4.01 hereto. Dean and TreeHouse expect to enter into a transition services agreement concerning the implementation of the provisions of Article IV of this Agreement.

4.02 TreeHouse Welfare Plans . Effective as of the Cessation Time, TreeHouse shall adopt and establish for the benefit of Non-Union Employees and their respective eligible dependents, new Welfare Plans (the " **TreeHouse Welfare Plans** ") that provide benefits that are substantially similar to the benefits, if any, provided under the Dean Welfare Plans, in which such individuals participate; and TreeHouse shall also adopt and establish for the benefit of Union Employees and their respective eligible dependents new Welfare Plans as required by the applicable Collective Bargaining Agreements. Subject to the requirements of applicable Collective Bargaining Agreements, nothing contained in this Article IV shall prevent TreeHouse from amending or terminating the TreeHouse Welfare Plans after the Cessation Time.

4.03 TreeHouse Non-ERISA Benefit Arrangements . Effective as of the Distribution Date, TreeHouse shall adopt and establish for the benefit of Non-Union Employees and their respective eligible dependents, new Non-ERISA Benefit Arrangements (the " **TreeHouse Non-ERISA Benefit Arrangements** ") that provide benefits that are substantially similar to the benefits, if any, provided under the Dean Non-ERISA Benefit Arrangements, in which such individuals participate; and TreeHouse shall also adopt and establish for the benefit of Union Employees and their respective eligible dependents new Non-ERISA Benefit Arrangements as required by the applicable Collective Bargaining Agreements. Subject to the requirements of applicable Collective Bargaining Agreements, nothing contained in this Article IV shall prevent TreeHouse from amending or terminating the TreeHouse Non-ERISA Benefit Arrangements after the Distribution Date.

ARTICLE V.
PENSION PLANS

5.01 U.S. Defined Contribution Plans .

(a) Establishment of TreeHouse Plans . Effective as of the Distribution Date, TreeHouse shall adopt, establish and maintain a Pension Plan and trust qualified under section 401(a) and section 501(a) of the Code (the " **TreeHouse 401(k) Plan** ") that is substantially similar to the Dean Foods 401(k) Plan and trust (the " **Dean 401(k) Plan** "). TreeHouse shall also adopt, establish and maintain a Pension Plan and trust qualified under section 401(a) and section 501(a) of the Code (the " **TreeHouse Union 401(k) Plan** ") as required by the applicable Collective Bargaining Agreements.

(b) Transfer of Account Balances . As soon as administratively practicable after the Distribution Date, Dean shall cause to be transferred to the TreeHouse 401(k) Plan, or the TreeHouse Union 401(k) Plan as appropriate, the assets having a value as of the applicable valuation date on or nearest to the date on which such transfer occurs that are equal to the value of the aggregate account balances of, and liabilities with respect to, all Business Employees with an account balance under the Dean 401(k) Plan, or the Dean Foods Union 401(k) Plan and trust (the " **Dean Union 401(k) Plan** "), as appropriate, as of such valuation date, as determined by Dean. Such assets shall transferred be in cash or through in-kind share transfers (plus the transfer of any promissory notes evidencing outstanding loan balances of Business Employees), and shall be in accordance with section 414(l) of the Code.

5.02 Defined Benefit Pension Plan .

(a) Adoption of TreeHouse Pension Plan . Effective as of the Distribution Date, TreeHouse shall adopt, establish and maintain a Pension Plan and trust qualified under section 401(a) and section 501(a) of the Code for Business Employees as of the Distribution Date (the " **TreeHouse Pension Plan** ") that is substantially similar to the Dean Foods Company Retirement Plan and Trust (the " **Dean Pension Plan** "); provided , however , that benefits provided to Union Employees under the TreeHouse Pension Plan shall be provided as required by the applicable Collective Bargaining Agreements.

(b) Transfer of Assets and Liabilities .

(1) As soon as practicable after the Distribution Date, the actuary engaged by the Dean Pension Plan (the " **Dean Actuary** ") shall determine, subject to the agreement of the actuary engaged by the TreeHouse Pension Plan (the " **TreeHouse Actuary** ") (which agreement shall not be unreasonably withheld), the present value of benefits on a termination basis, as of the Distribution Date, for Business Employees with an accrued benefit under the Dean Pension Plan in accordance with section 414(l) of the Code and the general rule set forth in Treasury Regulations § 1.414(l)-1(n)(1) and by applying standards set forth in regulations prescribed by the Pension Benefit Guaranty Corporation (the " **PBGC** ") (the " **Transfer Amount** ").

(2) As soon as practicable after the expiration of the thirty (30) day waiting period prescribed by section 6058(b) of the Code (which TreeHouse and Dean shall take all action to commence promptly), Dean shall direct the trustee of the Dean Pension Plan to transfer the Transfer Amount in immediately available funds to the trustee of the TreeHouse Pension Plan according to a procedure agreed to by the Dean Actuary and the TreeHouse Actuary. Such procedure may provide that such transfer may be accomplished in two or more portions on two or more different dates.

(3) During the period beginning on the Distribution Date and ending on the actual date of delivery of the Transfer Amount (or any portion thereof) (the " **Transfer Date** "), the trustee of the Dean Pension Plan shall hold the Transfer Amount under the TreeHouse Pension Plan and the Transfer Amount (or any portion thereof not yet transferred) shall be credited with earnings, from the Distribution Date to the Transfer Date of such portion, at a rate equal to the actual rate of return of the assets of the Dean Pension Plan, including any

portion of the Transfer Amount not yet transferred, for the period beginning on the Distribution Date and ending on the Transfer Date of such portion.

(4) The Transfer Amount shall be reduced (A) as necessary to reflect benefit payments made (if any) from the Dean Pension Plan after the Distribution Date on behalf of any Business Employees and (B) by the pro-rata portion of any expenses, as agreed to by the Dean Actuary and the TreeHouse Actuary, incurred by the Dean Pension Plan attributable to any portion of the Transfer Amount for the period beginning on the Distribution Date and ending on the Transfer Date for such portion. Such expenses shall include without limitation, PBGC premiums, valuation fees, investment management fees, plan audit fees and trustees fees.

(5) TreeHouse shall have no responsibility for any portion of the Transfer Amount before such portion is transferred to the TreeHouse Pension Plan.

(6) In connection with the transfer of assets and liabilities from the Dean Pension Plan to the TreeHouse Pension Plan:

(i) Dean and TreeHouse each warrant to the other that they shall comply with the requirements of ERISA, the Code and Revenue Ruling 86-48 and that the accrued benefits for each participant under the TreeHouse Pension Plan immediately after the effective date of such transfer of assets shall not be less than such participant's accrued benefits under the Dean Pension Plan immediately prior to the effective date of such transfer, based on reasonable actuarial assumptions determined by the Dean Actuary in good faith;

(ii) TreeHouse and Dean shall, in connection with such transfer, cooperate in making all appropriate filings required under the Code or ERISA, and the regulations thereunder; and

(iii) Liabilities under any qualified domestic relations orders (as defined in section 414(p) of the Code) received with respect to any assets transferred to the TreeHouse Pension Plan shall be transferred to TreeHouse at the time such assets are transferred.

5.03 Other Retirement Benefit Plans . As soon as reasonably practicable after the Distribution Date, TreeHouse shall adopt, establish and maintain a new executive deferred compensation plan(the " **TreeHouse Deferred Compensation Plan** ") that is substantially similar to the Dean Foods Company Post-2004 Executive Deferred Compensation Plan (the " **Dean Post-2004 Plan** ") in which Business Employees participate. TreeHouse shall credit all such Business Employees with all years of service credited to such individuals by any Dean Party for all purposes relating to the TreeHouse Deferred Compensation Plan. Any Business Employees who are participating in any Dean executive deferred compensation plan, including the Dean Post-2004 Plan and the Dean Foods Company Executive Deferred Compensation Plan, shall be treated as having terminated employment with Dean on the Distribution Date and shall receive such distributions from any such executive deferred compensation plan as are payable upon a termination of employment from Dean, such distributions to be made in accordance with the terms of such plan under which such payments are made unless required to be delayed pursuant to Code Section 409A. Dean shall be solely responsible for, and TreeHouse shall not

assume any liability with respect to, such distribution from or other claims relating to any of the Dean executive deferred compensation plans. No Dean Party maintains any Pension Plan or other retirement benefit plan in which any Business Employee participates, other than the Dean 401(k) Plan, the Dean Union 401(k) Plan, the Dean Pension Plan, the Dean Foods Company Executive Deferred Compensation Plan, and the Dean Post-2004 Plan.

ARTICLE VI.
GENERAL PROVISIONS

6.01 Miscellaneous . All provisions contained in Article 13 of the Distribution Agreement are fully applicable hereto and are incorporated herein by reference.

6.02 Preservation of Rights to Amend . The rights of Dean or TreeHouse to amend or terminate any plan referred to herein shall not be limited in any way by this Agreement.

6.03 Applicability to TreeHouse Subsidiaries . The obligations of TreeHouse in this Agreement shall also be applicable to any of the TreeHouse Parties and TreeHouse shall cause the TreeHouse Parties to comply with such obligations.

6.04 No Third Party Beneficiaries . No Transferred Employee, Business Employee or other current or former employee of Dean or TreeHouse or any subsidiary or affiliate of either (or his/her spouse, dependent or beneficiary) or any other person not a party to this Agreement, shall be entitled to assert any claim hereunder. This Agreement shall be binding upon and inure to the benefit only of the parties hereto and their respective successors. Notwithstanding any other provisions to the contrary except with respect to such successors, this Agreement is not intended and shall not be construed for the benefit of any third party or any person not a signatory hereto. In no event shall this Agreement constitute a third party beneficiary contract.

6.05 Collective Bargaining . Schedule 6.05 sets forth a list of each Collective Bargaining Agreement in effect on the date hereof and the Distribution Date.

IN WITNESS WHEREOF, the parties have caused this Employee Matters Agreement to be executed in their names by a duly authorized officer as of the date first written above.

DEAN FOODS COMPANY

By: _____
Name: _____
Title: _____

TREEHOUSE FOODS, INC.

By: _____
Name: _____
Title: Chief Executive Officer

Exhibit 10.10

FORM OF TAX SHARING AGREEMENT

THIS TAX SHARING AGREEMENT (the "Agreement") dated as of [ ], 2005 by and among Dean Foods Company, a Delaware corporation ("Distributing"), TreeHouse Foods, Inc., a Delaware corporation and an indirect subsidiary of Distributing ("Controlled"), and each Controlled Affiliate (as defined below), is entered into in connection with the Distribution (as defined below).

WHEREAS, as of the date hereof, Distributing and its direct and indirect domestic subsidiaries are members of an Affiliated Group (as defined below) of which Distributing is the common parent;

WHEREAS, as set forth in the Distribution Agreement by and between Distributing and Controlled, dated as of [ ], 2005, (the "Distribution Agreement"), and subject to the terms and conditions thereof, Distributing will transfer and assign, or cause to be transferred and assigned, to Controlled substantially all the business, operations, assets and liabilities related to the Transferred Businesses (as defined below);

WHEREAS, as set forth in the Distribution Agreement, and subject to the terms and conditions thereof, Distributing will distribute on a pro rata basis to the holders of Distributing's common stock all of the outstanding shares of Controlled common stock then owned by Distributing (together with the preferred share purchase rights associated therewith) (the "Distribution");

WHEREAS, the Distribution is intended to qualify as a tax-free distribution to Distributing and its shareholders under section 355 of the Code (as defined below); and

WHEREAS, in contemplation of the Distribution, pursuant to which Controlled (and its direct and indirect subsidiaries) will cease to be members of Distributing's Affiliated Group (as defined below), the Parties hereto have determined to enter into this Agreement, setting forth their agreement with respect to certain tax matters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto hereby agree as follows:

Section 1. Definitions.

As used in this Agreement, capitalized terms shall have the following meanings (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

1.01 "Affiliated Group" means an affiliated group of corporations within the meaning of section 1504(a)(1) of the Code that files a Consolidated Return.

1.02 "After-Tax Amount" means any additional amount necessary to reflect the Income Tax consequences of the receipt or accrual of any payment required to be made under

this Agreement (including upon the receipt of payments required to make the payment on an After-Tax Amount), determined on a hypothetical basis by assuming that the applicable Party is subject to the highest applicable statutory corporate Income Tax rate for the relevant jurisdiction (or, in the case of an item that affects more than one jurisdiction, the highest applicable statutory corporate Income Tax rates) for the relevant taxable period (or portion thereof), that all state and local Income Taxes are deductible for U.S. federal income tax purposes, and that all Income Taxes in the form of interest are deductible for income tax purposes.

1.03 “Agreement” has the meaning set forth in the preamble hereto.

1.04 “Bay Valley” means Bay Valley Foods LLC, a Delaware limited liability company.

1.05 “Code” means the Internal Revenue Code of 1986, as amended, and shall include corresponding provisions of any subsequently enacted federal Tax law.

1.06 “Combined Return” means any Tax Return, other than with respect to United States federal Income Taxes, filed on a consolidated, combined (including nexus combination, worldwide combination, domestic combination, line of business combination or any other form of combination) or unitary basis wherein Controlled or one or more Controlled Affiliates are included in the filing of such Tax Return for any taxable period or portion thereof with Distributing or one or more Distributing Affiliates.

1.07 “Consolidated Return” means any Tax Return with respect to United States federal Income Taxes filed on a consolidated basis wherein Controlled or one or more Controlled Affiliates are included in the filing of such Tax Return for any taxable period or portion thereof with Distributing or one or more Distributing Affiliates.

1.08 “Controlled” has the meaning set forth in the preamble hereto.

1.09 “Controlled Affiliate” means any corporation or other entity directly or indirectly “controlled” by Controlled at the time in question, where “control” means the ownership of 50 percent or more of the ownership interests of such corporation or other entity (by vote or value) or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such corporation or other entity.

1.10 “Controlled Equity Interest” means (a) stock or any other equity interest in Controlled or any Controlled Affiliate (including any instrument, obligation or other agreement or arrangement that is treated as stock or as an equity interest for federal Income Tax purposes), or (b) any option, warrant or other right to acquire any stock or other equity interest described in clause (a).

1.11 “Controlled Group” means the Affiliated Group, or similar group of entities as defined under corresponding provisions of the laws of other jurisdictions, of which Controlled will be the common parent corporation immediately after the Distribution, and including any corporation or other entity which may become a member of such group from time to time.

1.12 “Controlled Indemnified Parties” has the meaning set forth in Section 7.02.

1.13 “Controlled Representation Letter” means the representation letter provided by Controlled to Distributing’s outside tax counsel in connection with the Tax Opinion substantially in the form attached hereto as Exhibit A.

1.14 “Controlled Representative” means (i) each of Sam K. Reed, David B. Vermylen, E. Nichol McCully, Thomas E. O’Neill, and Harry J. Walsh; (ii) each of the directors of Controlled other than Gregg Engles; and (iii) any Person acting with the implicit or explicit permission (within the meaning of section 1.355-7 of the Treasury Regulations) of any of the individuals listed in clause (i) or clause (ii).

1.15 “Controlled Taxes” has the meaning set forth in Section 7.01.

1.16 “Deciding Firms” has the meaning set forth in Section 10.03.

1.17 “DIPS LP” means Dips Limited Partner II, a Delaware statutory trust.

1.18 “Distributing” has the meaning set forth in the preamble hereto.

1.19 “Distributing Affiliate” means any corporation or other entity directly or indirectly “controlled” by Distributing where “control” means the ownership of 50 percent or more of the ownership interests of such corporation or other entity (by vote or value) or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such corporation or other entity, but at all times excluding Controlled or any Controlled Affiliate.

1.20 “Distributing Group” means the Affiliated Group, or similar group of entities as defined under corresponding provisions of the laws of other jurisdictions, of which Distributing is the common parent corporation, and any corporation or other entity which may be, may have been or may become a member of such group from time to time, but excluding any member of the Controlled Group.

1.21 “Distributing Indemnified Parties” has the meaning set forth in Section 7.01.

1.22 “Distributing Representation Letter” means the representation letter provided by Distributing to Distributing’s outside tax counsel in connection with the Tax Opinion substantially in the form attached hereto as Exhibit B.

1.23 “Distributing Representative” means (i) any current or former officer or director of Distributing or any Distributing Affiliate; (ii) any controlling shareholder (within the meaning of section 1.355-7(h)(3) of the Treasury Regulations) of Distributing; and (iii) any Person acting with the implicit or explicit permission (within the meaning of section 1.355-7 of the Treasury Regulations) of any of the foregoing; provided, that a Distributing Representative shall not include any Person who is treated as a Controlled Representative under clause (iii) of the definition of Controlled Representative.

1.24 “Distributing Tax Package” has the meaning set forth in Section 2.05.

1.25 “Distributing Taxes” has the meaning set forth in Section 7.02.

1.26 “Distribution” has the meaning set forth in the Recitals to this Agreement.

1.27 “Distribution Agreement” has the meaning set forth in the Recitals to this Agreement.

1.28 “Distribution Date” means the date on which the Distribution is effected.

1.29 “Distribution Taxes” means any Taxes imposed on, or increase in Taxes incurred by, Distributing or any Distributing Affiliate, and any Taxes of a Distributing shareholder that are required to be paid or reimbursed by Distributing or any Distributing Affiliate (without regard to whether such Taxes are offset or reduced by any Tax Asset, Tax Item, or otherwise) resulting from or arising in connection with (i) the failure of the Distribution to qualify as a tax-free distribution under section 355 of the Code or corresponding provisions of the laws of any other jurisdictions, or (ii) the failure of any Restructuring Transaction that is intended to qualify as a tax-free liquidation under section 332 of the Code, a transfer of property under section 351 of the Code, a reorganization under section 368(a) of the Code and/or a tax-free distribution under section 355 of the Code to so qualify, including in the case of each of clause (i) and (ii) any Tax resulting from the application of section 355(d), section 355(e) or section 355(f) of the Code to any Restructuring Transaction or the Distribution.

1.30 “Employment Agreements” means the Employment Agreements dated January 27, 2005 between TreeHouse Foods, Inc. (formerly, Dean Specialty Foods Holdings, Inc.) and each of Sam K. Reed, David B. Vermylen, E. Nichol McCully, Thomas E. O’Neill, and Harry J. Walsh.

1.31 “Expenses” means any and all expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified against hereunder (including court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals).

1.32 “Filing Party” has the meaning set forth in Section 8.02.

1.33 “Final Determination” means the final resolution of liability for any Tax for any taxable period, by or as a result of the first to occur of (i) a decision, judgment, decree or other order by any court of competent jurisdiction that is not subject to further judicial review (by appeal or otherwise) and has become final; (ii) a final settlement with the IRS, a closing agreement or accepted offer in compromise under Code sections 7121 or 7122, or a comparable agreement under the laws of other jurisdictions, which resolves the entire Tax liability for any taxable period; or (iii) any other final disposition, including by reason of the expiration of the applicable statute of limitations or any other event that the Parties agree in writing is a final and irrevocable determination of the liability at issue.

1.34 “Form 10” means the Form 10 filed by TreeHouse Foods, Inc. with the Securities and Exchange Commission on June ___, 2005.

1.35 “Historic Business” means the Mocha Mix/Second Nature business.

1.36 “Income Tax” means any income, franchise or similar Tax imposed on, measured by or calculated with respect to net income or net profits.

1.37 “Income Tax Return” means a Tax Return relating to or filed in connection with any Income Tax.

1.38 “Independent Firm” has the meaning set forth in Section 10.03.

1.39 “Initial Ruling” means the private letter ruling dated April 29, 2005, issued by the IRS with respect to the Restructuring Transactions and the Distribution.

1.40 “Initial Ruling Documents” means the request for the Initial Ruling filed with the IRS on or about February 11, 2005, together with all supplemental filings, additional information and other materials subsequently submitted in connection therewith on behalf of Distributing, its subsidiaries and its shareholders to the IRS, and all appendices and exhibits thereto.

1.41 “IRS” means the United States Internal Revenue Service or any successor thereto, including its agents, representatives, and attorneys.

1.42 “Losses” means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, fees, expenses, deficiencies, claims or other charges, absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown (including, without limitation, the costs and expenses of any and all Tax Proceedings, threatened Tax Proceedings, demands, assessments, judgments, settlements and compromises relating thereto and attorneys’ fees and any and all expenses whatsoever reasonably incurred in investigating, preparing or defending against any such matters).

1.43 “LPS I” means Dean Specialty Intellectual Property Services, L.P.

1.44 “Non-Income Tax” means any Tax other than an Income Tax.

1.45 “Non-Income Tax Return” means any Tax Return other than an Income Tax Return.

1.46 “Owed Party” has the meaning set forth in Section 8.04.

1.47 “Owing Party” has the meaning set forth in Section 8.04.

1.48 “Party” means Distributing, Controlled or a Controlled Affiliate.

1.49 “Payment Period” has the meaning set forth in Section 8.04(e).

1.50 “Person” means any natural person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, proprietorship, trust, association, union, governmental authority or other entity, enterprise, authority or organization.

1.51 “Pickle” means Dean Pickle and Specialty Products Company, a Wisconsin corporation.

1.52 “Post-Distribution Period” means any taxable period (or the portion of any Straddle Period) beginning after the Distribution Date.

1.53 “Pre-Distribution Period” means any taxable period (or the portion of any Straddle Period) ending on or before the Distribution Date.

1.54 “Restricted Actions” has the meaning set forth in Section 4.05(a).

1.55 “Restructuring Transactions” means the transactions undertaken prior to and in connection with the Distribution to transfer the assets and liabilities of the Transferred Businesses to Controlled and its subsidiaries and to effect the Distribution, as described more fully in the Initial Ruling and the Initial Ruling Documents.

1.56 “Retained Assets” shall have the meaning set forth in the Distribution Agreement.

1.57 “Retained Business” shall have the meaning set forth in the Distribution Agreement.

1.58 “Ruling Documents” means the Initial Ruling Documents and any Supplemental Ruling Documents.

1.59 “Rulings” means the Initial Ruling and any Supplemental Rulings.

1.60 “Sole Responsibility Item” means any Tax Item for which the non-Filing Party has the entire economic liability under this Agreement.

1.61 “Specialty Foods Holding” means Specialty Foods Holding Corp., a Delaware corporation and a Controlled Affiliate.

1.62 “Straddle Period” means any taxable period that begins before and ends after the Distribution Date.

1.63 “Supplemental Ruling” means (1) any ruling issued or to be issued by the IRS that relates to the Distribution other than the Initial Ruling, and (2) any similar ruling issued by any other Taxing Authority addressing the application of a provision of the Tax laws of another jurisdiction to the Distribution.

1.64 “Supplemental Ruling Documents” means (i) any request for a Supplemental Ruling and any materials, appendices, exhibits or additional information submitted or filed in connection therewith, and (2) any similar filings submitted to any other Taxing Authority in connection with the Distribution.

1.65 “Taxes” means all federal, state, local or foreign taxes, charges, fees, duties, levies, imposts or other assessments, including, but not limited to, income, gross receipts, excise, property, sales, use, license, capital stock, transfer, franchise, payroll, withholding, social

security, value added or other taxes, including any interest, penalties or additions to tax attributable thereto, and a "Tax" shall mean any one of such Taxes.

1.66 "Tax Asset" means any Tax Item that has accrued for Tax purposes, but has not been used during the taxable period in which it has accrued, and that could reduce a Tax in another taxable period, including a net operating loss, net capital loss, investment tax credit, foreign tax credit, charitable deduction or credit related to alternative minimum tax or any other Tax credit.

1.67 "Tax Benefit" means a reduction in the Tax liability (or increase in refund or credit) realized or received by a taxpayer (or of the Affiliated Group of which it is a member) for any taxable period. Except as otherwise provided in this Agreement, a Tax Benefit shall be deemed to have been realized or received from a Tax Item in a taxable period only if and to the extent that the Tax liability of the taxpayer (or of the Affiliated Group of which it is a member) for such period, after taking into account the effect of the Tax Item on the Tax liability of such taxpayer in the current period and all prior periods, is less than it would have been had such Tax liability been determined without regard to such Tax Item.

1.68 "Tax Detriment" means an increase in the Tax liability (or reduction in refund or credit) realized or received by a taxpayer (or of the Affiliated Group of which it is a member) for any taxable period. Except as otherwise provided in this Agreement, a Tax Detriment shall be deemed to have been realized or received from a Tax Item in a taxable period only if and to the extent that the Tax liability of the taxpayer (or of the Affiliated Group of which it is a member) for such period, after taking into account the effect of the Tax Item on the Tax liability of such taxpayer in the current period and all prior periods, is more than it would have been had such Tax liability been determined without regard to such Tax Item.

1.69 "Tax Item" means any item of income, gain, loss, deduction, expense or credit, or any other attribute or amount that may have the effect of increasing or decreasing any Tax.

1.70 "Tax Opinion" means the opinion rendered to Distributing and Controlled by Distributing's outside tax counsel with respect to the federal income tax consequences of the Distribution.

1.71 "Tax Proceeding" means any audit, examination, investigation, action, suit, claim, assessment or other administrative or judicial proceeding relating to Taxes.

1.72 "Tax Return" means any return, report, certificate, form or similar statement or document (including any related or supporting information or schedule attached thereto and any information return, amended tax return, claim for refund or declaration of estimated Tax) required to be supplied to, or filed with, a Taxing Authority in connection with the determination, assessment or collection of any Tax or the administration of any laws, regulations or administrative requirements relating to any Tax.

1.73 "Taxing Authority" means any governmental authority or any subdivision, agency, commission or authority thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of any Tax (including the IRS).

1.74 “Transferred Assets” has the meaning assigned to such term in the Distribution Agreement.

1.75 “Transferred Businesses” has the meaning assigned to such term in the Distribution Agreement.

1.76 “Transferred Business Records” has the meaning set forth in Section 10.02(b).

1.77 “Unqualified Opinion” means an unqualified opinion (except for reliance on reasonable assumptions and representations) of a law firm.

Section 2. Preparation and Filing of Tax Returns.

2.01 Distributing’s Responsibility . Distributing shall have sole and exclusive responsibility for the preparation and filing of:

(a) all Consolidated Returns and Combined Returns;

(b) all Tax Returns required to be filed by or with respect to Distributing and/or any Distributing Affiliate for any period;

(c) all Income Tax Returns of LPS I for any taxable period ending on or before the Distribution Date (whether due on, before, or after the Distribution Date); and

(d) all Tax Returns required to be filed by or with respect to Controlled and/or any Controlled Affiliate that are due (taking into account any valid extensions of the due date) on or before the Distribution Date.

2.02 Controlled’s Responsibility . Controlled shall have sole and exclusive responsibility for the preparation and filing of:

(a) except as provided in Section 2.01(c), all Tax Returns due (taking into account any valid extensions of the due date) after the Distribution Date which are required to be filed by or with respect to, and which relate exclusively to Controlled, Specialty Foods Holding and/or LPS I for any taxable period beginning before the Distribution Date; and

(b) all Tax Returns required to be filed by or with respect to Controlled and/or any Controlled Affiliate for any taxable period beginning after the Distribution Date.

2.03 Agent . Subject to the other applicable provisions of this Agreement, Controlled hereby irrevocably designates, and agrees to cause each Controlled Affiliate to so designate, Distributing as its sole and exclusive agent and attorney-in-fact to take such actions (including execution of documents) as Distributing, in its sole discretion, may deem appropriate in any and all matters (including Tax Proceedings) relating to any Tax Return for any Consolidated Group or Combined Group. Without limiting the foregoing, Distributing, Controlled, the members of the Distributing Group and the members of the Controlled Group shall file any and all consents, elections or other documents and take any other actions necessary or appropriate to file the Tax Returns for any Consolidated Group or any Combined Group.

2.04 Manner of Tax Return Preparation .

(a) All Tax Returns shall be filed on a timely basis (taking into account applicable extensions) by the Party responsible for filing such returns under this Agreement.

(b) Tax Returns prepared by Distributing under Section 2.01 that relate to Taxes for which Controlled or any Controlled Affiliate is liable under Section 3 shall be prepared in a manner consistent with past practice, unless otherwise required by applicable law. Subject to the requirements of the immediately preceding sentence and Section 4.02(c), Distributing shall have the exclusive right with respect to any Tax Return for which it has filing responsibility under Section 2.01 to determine the manner in which such Tax Return shall be prepared and filed, including the elections, method of accounting, positions, conventions and principles of taxation to be used and the manner in which any Tax Item shall be reported. Distributing shall also have the exclusive right with respect to any Tax Return for which it has filing responsibility under Section 2.01 to determine (1) whether to retain outside firms to prepare or review such Tax Returns, (2) whether any extensions shall be requested, (3) whether any amended Tax Returns shall be filed, (4) whether any claims for refund shall be made, and (5) whether any refunds shall be paid by way of refund or credited against any liability for Tax; provided, that upon the request of Controlled, Distributing will use reasonable efforts to file for and obtain any material Tax refund to which Controlled is entitled pursuant to this Agreement if (x) Distributing concludes, in its discretion, that filing for such Tax refund will not adversely affect Distributing or any Distributing Affiliate, (y) the refund claim relates solely to Taxes for which Controlled is responsible under this Agreement, and (z) Controlled agrees to and does reimburse Distributing for all expenses incurred in connection with the filing and prosecution of such Tax refund claim.

(c) Distributing shall determine, in a manner consistent with past practice, whether to file any Tax Return for any taxable period beginning before the Distribution Date on a consolidated, combined or unitary basis if the filing of a consolidated, combined or unitary Tax Return for such period is elective under applicable law. If there is no applicable past practice, Distributing shall determine in its discretion whether to file such Tax Return on a consolidated, combined, or unitary basis; provided, that Distributing shall not file such a Tax Return on a consolidated, combined or unitary basis if the Tax Return relates exclusively to Controlled and/or a Controlled Affiliate and the election to file on a consolidated, combined or unitary basis would be binding on Controlled and/or a Controlled Affiliate or otherwise could adversely affect Controlled or a Controlled Affiliate for taxable periods beginning after the Distribution Date without the prior written consent of Controlled, which consent shall not be unreasonably withheld or delayed.

(d) Tax Returns prepared by Controlled under Section 2.02 that relate to Taxes for which Distributing is liable under Section 3 shall be prepared in a manner consistent with past practice and the reporting of Tax Items on Consolidated Returns or Combined Returns filed by Distributing, unless otherwise required by applicable law. Neither Controlled nor any Controlled Affiliate shall take any position on any Tax Return filed after the Distribution Date or in any Tax Proceeding (i) that is inconsistent with a position taken on a Tax Return filed by Distributing or a Distributing Affiliate with respect to any taxable period beginning before the Distribution Date, or (ii) that could reasonably be expected to adversely affect Distributing or any Distributing Affiliate other than a position that is consistent with a position taken on a Tax

Return filed by Distributing or a Distributing Affiliate with respect to a taxable period beginning before the Distribution Date or a position that is required by applicable law.

(e) Subject to the requirements of Section 2.04(d) and Section 4.02(b), Controlled shall have the exclusive right with respect to any Tax Return for which it has filing responsibility under Section 2.02 to determine the manner in which such Tax Return shall be prepared and filed, including the elections, method of accounting, positions, conventions and principles of taxation to be used and the manner in which any Tax Item shall be reported. Controlled shall also have the exclusive right with respect to any Tax Return for which it has filing responsibility under Section 2.02 to determine (1) whether to retain outside firms to prepare or review such Tax Returns, (2) whether any extensions shall be requested, (3) whether any amended Tax Returns shall be filed, (4) whether any claims for refund shall be made, and (5) whether any refunds shall be paid by way of refund or credited against any liability for Tax; provided, that upon the request of Distributing, Controlled will use reasonable efforts to file for and obtain any material Tax refund to which Distributing is entitled pursuant to this Agreement if (x) Controlled concludes, in its discretion, that filing for such Tax refund will not adversely affect Controlled or any Controlled Affiliate, (y) the refund claim relates solely to Taxes for which Distributing is responsible under this Agreement, and (z) Distributing agrees to and does reimburse Controlled for all expenses incurred in connection with the filing and prosecution of such Tax refund claim.

2.05 Preparation of Tax Package and Other Information.

(a) Controlled shall provide to Distributing in a format determined by Distributing and consistent with existing practices of Distributing's Affiliated Group all information requested by Distributing to prepare the Tax Returns required to be prepared by Distributing pursuant to Section 2.01 (the "Distributing Tax Package"). The Distributing Tax Package with respect to any taxable year shall be provided by Controlled to Distributing on a basis consistent with current practices of Distributing's Affiliated Group no later than ninety (90) days following the end of such taxable year. Controlled shall also timely provide to Distributing information required by Distributing to determine estimated Tax payments, current federal taxable income, current and deferred tax liabilities, tax reserve items, and any other information reasonably requested by Distributing in a form reasonably requested by Distributing.

(b) Distributing shall timely provide to Controlled all information reasonably requested by Controlled to prepare Tax Returns required to be prepared by Controlled pursuant to Section 2.02 or to comply with the requirements of Section 6.01 in a form reasonably requested by Controlled.

Section 3. Liability for Taxes.

3.01 Controlled's Liability for Taxes . Controlled and each Controlled Affiliate shall be jointly and severally liable for the following Taxes:

(a) all Non-Income Taxes of Controlled or any Controlled Affiliate, or that relate or are attributable to the Transferred Businesses or the Transferred Assets, for any period; and

(b) all Income Taxes of Controlled or any Controlled Affiliate, or that relate or are attributable to the Transferred Businesses or the Transferred Assets, for any Post-Distribution Period.

3.02 Distributing's Liability for Taxes . Except with respect to Taxes for which Controlled and/or the Controlled Affiliates are liable pursuant to Section 3.01, Section 3.05, Section 4 or otherwise under this Agreement, Distributing shall be liable for the following Taxes:

(a) all Income Taxes reported or required to be reported on the Consolidated Returns and Combined Returns;

(b) all Income Taxes not described in Section 3.02(a) of Controlled or any Controlled Affiliate, or that relate or are attributable to the Transferred Businesses or the Transferred Assets, for any Pre-Distribution Period;

(c) all Income Taxes not described in Section 3.02(a) of Distributing or any Distributing Affiliate, or that relate or are attributable to the Retained Business or the Retained Assets, for any Post-Distribution Period; and

(d) all Non-Income Taxes of Distributing or any Distributing Affiliate that relate or are attributable to the Retained Business or the Retained Assets for any period.

3.03 Tax Refunds .

(a) Controlled and the Controlled Affiliates shall be entitled to all refunds of Taxes for which they are responsible under Section 3.01.

(b) Distributing and the Distributing Affiliates shall be entitled to all refunds of Taxes for which Distributing is responsible under Section 3.02.

3.04 [Intentionally Omitted.]

3.05 Transaction Taxes. Controlled and each Controlled Affiliate shall be jointly and severally liable for, and shall indemnify and hold harmless Distributing and each Distributing Affiliate from and against, any Taxes incurred as a result of (a) the distribution by DIPS LP as part of the Restructuring Transactions of a 99.99 percent limited partnership interest in LPS I to Pickle, (b) the distribution by DIPS LP as part of the Restructuring Transactions of a 0.01 percent general partner interest in LPS I to Pickle and (c) the taking into account of "intercompany items" resulting from the transactions described in clauses (a) and (b) pursuant to Section 1.1502-13 of the Treasury Regulations because of and in connection with the Distribution; provided, that Controlled's liability under this Section 3.05 shall be limited to $20,000,000.

3.06 Payment of Tax Liability . If one Party is liable or responsible for Taxes under this Agreement with respect to Tax Returns which another Party is responsible for preparing and filing, or with respect to Taxes that are paid by another Party, then the liable or responsible Party shall pay the Taxes or reimburse the other Party for such Taxes pursuant to Section 8 of this Agreement.

3.07 Carrybacks. If a Tax Return of Controlled, a Controlled Affiliate or the Controlled Group with respect to a taxable period beginning after the Distribution Date reflects a Tax Asset, such Tax Asset may not be carried back to a Consolidated Return, Combined Return or any other Income Tax Return of Distributing or any Distributing Affiliate.

3.08 Allocation of Tax Items .

(a) All determinations (whether for purposes of preparing Tax Returns or for purposes of determining a Party's responsibility for Taxes under this Agreement) regarding the allocation of Tax Items to Pre-Distribution Periods and Post-Distribution Periods (including allocations between the portion of a Straddle Period that is a Pre-Distribution Period and the portion of a Straddle Period that is a Post-Distribution Period) shall be made pursuant to the principles of section 1.1502-76(b) of the Treasury regulations or of a corresponding provision under the laws of other jurisdictions; provided, that no election with respect to any Income Tax Items shall be made under Treasury Regulation section 1.1502-76 (b)(2)(ii) (relating to ratable allocations of a year's items). Any such allocation of Income Tax Items shall initially be made by Distributing. To the extent that Controlled disagrees with such determination, the dispute shall be resolved pursuant to the provisions of Section 10.03.

(b) For purposes of determining the Parties' respective responsibilities for Non-Income Taxes under this Agreement, the determination of whether and to what extent Non-Income Taxes relate or are attributable to the Transferred Assets or the Transferred Businesses, or to the Retained Assets or the Retained Businesses, shall initially be made by the Party preparing the relevant Non-Income Tax Return. If the other Party disagrees with such determination, the disagreement shall be resolved pursuant to the provisions of Section 10.03.

(c) The allocation of earnings and profits between Distributing and Controlled shall be determined pursuant to section 312(h) of the Code and the Treasury Regulations thereunder. Such determination shall be initially made by Distributing on or before October 15, 2006, and timely provided to Controlled (with any necessary supporting material). To the extent Controlled disagrees with such determination, the dispute shall be resolved pursuant to the provisions of Section 10.03. Other Tax attributes shall be allocated between Distributing and Controlled in the manner provided by law.

(d) Neither Controlled nor any Controlled Affiliate shall take any action on the Distribution Date (or, if earlier, after receiving Transferred Assets) other than in the ordinary course of business, except for actions undertaken in connection with the Restructuring Transactions and the Distribution that are described in the Initial Ruling, the Initial Ruling Documents, the Distribution Agreement and/or the Form 10.

Section 4. Distribution Taxes.

4.01 Representations.

(a) Controlled represents that none of Controlled, the Controlled Affiliates, or the Controlled Representatives has entered into or, except for matters disclosed on Schedule 4.01(b), is aware of any agreement, understanding, arrangement, negotiations or discussions within two years before the Distribution Date with respect to (i) any issuance, redemption, or

acquisition of stock of Controlled or any Controlled Affiliate, other than as described in the Initial Ruling or as provided in the Employment Agreements, (ii) any merger or consolidation of Controlled or any Controlled Affiliate with any Person other than as described in the Initial Ruling, (iii) any acquisition by Controlled or any Controlled Affiliate of any Person or of all or substantially all of the assets of any Person following the Distribution (other than Bay Valley's acquisition of assets from Controlled following the Distribution), (iv) the acquisition of all or substantially all of the assets of Controlled or any Controlled Affiliate or any of the Transferred Businesses by any Person (other than the acquisition of the Transferred Businesses by Controlled and the Controlled Affiliates as part of the Restructuring Transactions and Bay Valley's acquisition of assets from Controlled following the Distribution) or (v) any other transaction or event that could, alone or in combination with other transactions or events that any of Controlled, the Controlled Affiliates or the Controlled Representatives has entered into any agreement, understanding, negotiations or discussions with respect to (or of which any of them is aware), cause Section 355(e) of the Code to apply to the Distribution. Controlled represents that Bay Valley is and will remain wholly-owned by Controlled and disregarded as an entity separate from Controlled for federal tax purposes.

(b) Except as set forth on Schedule 4.01(b), Distributing represents that none of Distributing, the Distributing Affiliates or the Distributing Representatives has entered into or is aware of any agreement, understanding, arrangement, negotiations or discussions within two years before the Distribution Date with respect to (i) the issuance, redemption, or acquisition of stock of Controlled or any Controlled Affiliate, other than as described in the Initial Ruling or as provided in the Employment Agreements, (ii) any merger of Controlled or any Controlled Affiliate with any Person other than as described in the Initial Ruling, (iii) the acquisition by Controlled or any Controlled Affiliate of any Person or of all or substantially all of the assets of any Person following the Distribution (other than Bay Valley's acquisition of assets from Controlled following the Distribution), (iv) the acquisition of all or substantially all of the assets of Controlled or any Controlled Affiliate or any of the Transferred Businesses by any Person (other than the acquisition of the Transferred Businesses by Controlled and the Controlled Affiliates as part of the Restructuring Transactions and Bay Valley's acquisition of assets from Controlled following the Distribution), or (v) any other transaction or event involving the stock or assets of Controlled that could, alone or in combination with other transactions and events that Distributing, any Distributing Affiliate or any Distributing Representative has entered into any agreement, understanding, arrangement, negotiations or discussions with respect to (or of which any of them is aware), cause Section 355(e) of the Code to apply to the Distribution.

(c) Distributing represents that none of Distributing, the Distributing Affiliates or the Distributing Representatives has, other than as described in the Initial Ruling or as provided in the Employment Agreements, entered into an agreement, understanding, or arrangement with any Person pursuant to negotiations or discussions listed on Schedule 4.01(b) which would obligate Controlled, any Controlled Affiliate, or any Controlled shareholder to (i) issue, redeem, or dispose of stock of Controlled or any Controlled Affiliate following the Distribution; (ii) merge Controlled or any Controlled Affiliate with any other Person following the Distribution; (iii) acquire another Person or all or substantially all of the assets of any other Person following the Distribution (other than Bay Valley's acquisition of assets from Controlled following the Distribution); or (iv) sell or otherwise dispose of all or substantially all of the assets of Controlled or any Controlled Affiliate or any of the Transferred Businesses following

the Distribution (other than transfers of assets from Controlled to Bay Valley following the Distribution).

4.02 Actions Inconsistent with Rulings or Tax Opinion .

(a) Controlled represents that none of Controlled, the Controlled Affiliates or the Controlled Representatives has taken any action that is inconsistent with the Initial Ruling, or any information, covenant or representation contained in the Initial Ruling Documents. Distributing represents that none of Distributing, the Distributing Affiliates or the Distributing Representatives has taken any action that is inconsistent with the Initial Ruling, or any information, covenant or representation contained in the Initial Ruling Documents.

(b) Unless otherwise required by a Final Determination, Controlled agrees that it will not take or fail to take, or cause or permit any Controlled Affiliate to take or fail to take, any action, including a position on any Tax Return or in any Tax Proceeding, that would be inconsistent with (1) any representation in this Agreement, (2) the Initial Ruling, or any information, covenant or representation contained in the Initial Ruling Documents, (3) the Tax Opinion or any representation made in the Controlled Representation Letter or (4) the tax treatment of the Distribution as tax-free under section 355 of the Code.

(c) Unless otherwise required by a Final Determination, Distributing agrees that it will not take or fail to take, or cause or permit any Distributing Affiliate to take or fail to take, any action, including a position on any Tax Return or in any Tax Proceeding, that would be inconsistent with (1) any representation in this Agreement, (2) the Initial Ruling, or any information, covenant or representation contained in the Initial Ruling Documents, (3) the Tax Opinion or any representation made in the Distributing Representation Letter, or (4) the tax treatment of the Distribution as tax-free under section 355 of the Code.

4.03 Liability.

(a) Controlled and each Controlled Affiliate shall be jointly and severally liable for, and shall pay and indemnify and hold harmless Distributing and each Distributing Affiliate from and against, any Distribution Taxes to the extent that such Distribution Taxes are attributable to, caused by or result from one or more of the following:

(i) any action or omission by Controlled or any Controlled Affiliate after the Distribution;

(ii) any event or transaction after the Distribution that involves the stock, assets and/or business of Controlled or any Controlled Affiliate, whether or not such event or transaction is the result of direct action of, or within the control of, Controlled or any Controlled Affiliate, including without limitation any acquisition of any stock or assets of Controlled or any Controlled Affiliate by one or more other Persons;

(iii) any breach or inaccuracy of any representation in the Controlled Representation Letter;

(iv) any breach of any representation or covenant of Controlled set forth in, or made pursuant to, this Agreement or the Distribution Agreement; or

(v) any action described in Section 4.04(a) below, regardless of whether such action is permitted pursuant to Section 4.04(b) or Section 4.05 below.

(b) Distributing shall be liable for, and shall pay and indemnify and hold harmless Controlled and each Controlled Affiliate from and against, any Distribution Taxes to the extent such Distribution Taxes are attributable to, caused by or result from one or more of the following:

(i) any action or omission by Distributing or any Distributing Affiliate after the Distribution;

(ii) any event or transaction after the Distribution that involves the stock, assets and/or business of Distributing or any Distributing Affiliate, whether or not such event or transaction is the result of direct action of, or within the control of, Distributing or any Distributing Affiliate, including without limitation any acquisition of any stock or assets of Distributing or any Distributing Affiliate by one or more other Persons;

(iii) any breach or inaccuracy of any representation in the Distributing Representation Letter; provided, that in determing whether there is a breach or inaccuracy of a representation in the Distributing Representation Letter for purposes of this Section 4.03 (b)(iii), the term "Distributing Representative" as used in the Distributing Representation Letter shall not include any Person treated as a Controlled Representative hereunder pursuant to clause (iii) of the definition of Controlled Representative;

(iv) any breach of any representation or covenant of Distributing set forth in, or made pursuant to, this Agreement or the Distribution Agreement;

(v) any omission in the information provided by Distributing to the IRS in the Initial Ruling Documents; or

(vi) any failure to execute the Restructuring Transactions and the Distribution in the manner described in the Initial Ruling.

(c) Notwithstanding the provisions of Section 4.03(a) and Section 4.03(b), but subject to Section 4.03(d), Distributing shall be liable for 50 percent, and Controlled and each Controlled Affiliate shall be jointly and severally liable for 50 percent, of any Distribution Taxes to the extent such Distribution Taxes are attributable to, caused by or result from:

(i) any adoption, amendment or change of any law, rule or regulation after the date of this Agreement, or any change in the interpretation or application of any existing law, rule, or regulation as reflected in any judicial decision or any ruling, notice or other administrative determination or announcement by a Taxing Authority after the date of this Agreement; or

(ii) any breach of a representation that is included or incorporated by reference in each of the Distributing Representation Letter and the Controlled

Representation Letter, or that is made by each of Distributing and Controlled under the terms of this Agreement or the Distribution Agreement.

(d) In determining the Parties' liability for Distribution Taxes pursuant to this Section 4.03, the following rules shall apply:

(i) If Controlled and the Controlled Affiliates are liable for Distribution Taxes pursuant to Section 4.03(a)(i), Section 4.03(a)(ii) or Section 4.03(a)(v), Controlled and the Controlled Affiliates shall be exclusively liable for such Distribution Taxes regardless of whether Distributing could be treated as liable for all or a portion of those Distribution Taxes pursuant to Section 4.03(b)(iii), Section 4.03(b)(iv), Section 4.03(b)(v) or Section 4.03(c)(ii); provided, that this Section 4.03(d)(i) shall not apply to, and Distributing shall be exclusively responsible for, Distribution Taxes that result from or are attributable to a breach of the representation set forth in Section 4.01(c).

(ii) If Distributing is liable for Distribution Taxes pursuant to Section 4.03(b)(i) or Section 4.03(b)(ii), Distributing shall be exclusively liable for such Distribution Taxes regardless of whether Controlled and the Controlled Affiliates could be treated as liable for all or a portion of those Distribution Taxes pursuant to Section 4.03(a)(iii), Section 4.03(a)(iv) or Section 4.03(c)(ii).

(iii) Distributing shall not be liable under Section 4.03(b)(iii), Section 4.03(b)(iv) or Section 4.03(c)(ii) for Distribution Taxes attributable to a breach of any representation made "to the best knowledge of Distributing" or with a similar qualification to the extent that (A) the representation relates to Controlled or any Controlled Affiliate, or actions, plans or intentions of Controlled, any Controlled Affiliate or any Controlled Representative, and (B) Controlled has made the same or a substantially similar representation in this Agreement or the Controlled Representation Letter without a "to the best knowledge of Controlled" or similar qualification.

(iv) Controlled shall not be liable under Section 4.03(a)(iii), Section 4.03(a)(iv) or Section 4.03(c)(ii) for Distribution Taxes attributable to a breach of a representation made "to the best knowledge of Controlled" or with a similar qualification to the extent that the representation relates to Distributing or any Distributing Affiliate, or actions, plans or intentions of Distributing or any Distributing Affiliate.

(v) Controlled shall not be liable under Section 4.03(a)(iii) or Section 4.03(c)(ii) for Distribution Taxes attributable to a breach of representation 1 or representation 3 in the Controlled Representation Letter; provided, that this Section 4.03(d)(v) shall not affect Controlled's liability for Distribution Taxes with respect to a breach of any other representation in the Controlled Representation Letter or otherwise under this Agreement.

(vi) Distributing shall not be liable under Section 4.03(b)(iii) or Section 4.03(c)(ii) for Distribution Taxes resulting from or attributable to a breach of representation 2 in the Distributing Representation Letter unless the breach is of an underlying representation in the Initial Ruling or the Initial Ruling Documents

that (A) is also included in the same or substantially similar form on Schedule A to the Controlled Representation Letter, in which case the Parties' liabilities for the resulting Distribution Taxes shall be as described in Section 4.03(c); or (B) relates solely to Distributing or a Distributing Affiliate (and not to Controlled or any Controlled Affiliate, or to any actions, plans or intentions of Controlled or any Controlled Affiliate).

4.04 Covenants.

(a) Controlled agrees that, until the day after the second anniversary of the Distribution, Controlled will not and will cause each of the Controlled Affiliates not to:

(i) sell, exchange, distribute or otherwise transfer to any entity that does not file a U.S. federal consolidated income tax return with Controlled any of the assets of Controlled or any Controlled Affiliate (other than sales or transfers of assets in the ordinary course of business), or any stock or other equity interest in any Controlled Affiliate, if such transaction would result in the disposition (individually or in the aggregate) of assets, stock or other equity interests having an aggregate fair market value (as measured as of the date of the respective sale, exchange, distribution or other transfer) of more than 40% of the fair market value of the net assets of the Controlled Group;

(ii) liquidate Controlled or merge Controlled or any Controlled Affiliate with any Person (without regard to which Party is the surviving entity); provided , that this Section 4.04(a)(ii) shall not apply to (1) a merger of any Controlled Affiliate into Controlled or another Controlled Affiliate in cases in which the Controlled Affiliate(s) involved in the merger file a U.S. federal consolidated income tax return with Controlled, (2) a merger of another Person into Controlled or any Controlled Affiliate to effect the acquisition of all of the assets of such other Person if the none of the consideration provided by Controlled or any Controlled Affiliate is a Controlled Equity Interest, and (3) a merger of a subsidiary of Controlled with and into another Person to effect the acquisition by Controlled of all of the stock or other equity interests of such other Person if none of the consideration provided to owners of stock or other equity interests in such other Person in connection with the merger is a Controlled Equity Interest;

(iii) discontinue the active conduct of the Historic Business or sell, exchange, or transfer the Historic Business or the assets used therein to any Person, other than (A) transfers of assets in the ordinary course of the Historic Business and (B) transfers to Bay Valley;

(iv) redeem, purchase or otherwise acquire any of Controlled's outstanding stock other than through stock purchases meeting the requirements of section 4.05(1)(b) of Rev. Proc. 96-30 (as in effect prior to its modification by Rev. Proc. 2003-48) (and as may be modified or amended from time to time);

(v) issue any stock (including, without limitation, restricted stock) or other equity interests (including, without limitation, stock options) in Controlled, except (A) as described in the Initial Ruling and (B) for issuances of stock

meeting the requirements of Safe Harbor VIII as set forth in Treasury Regulations section 1.355-7(d)(8);

(vi) enter into any agreement for, facilitate or otherwise participate in the sale or other disposition by any Person other than Controlled of Controlled stock or any other equity interest in Controlled;

(vii) take or fail to take any action inconsistent with the information, representations or covenants included in the Rulings or the Ruling Documents or the representations made by Controlled in the Controlled Representation Letter;

(viii) enter into, or permit any of their directors, officers, controlling shareholders (within the meaning of section 1.355-7(h)(3) of the Treasury Regulations) or any Person with the implicit or explicit permission (within the meaning of section 1.355-7 of the Treasury Regulations) of any of the foregoing to enter into, any agreement, understanding, arrangement or negotiations concerning any transaction involving any acquisition of the stock of Controlled or any Controlled Affiliate, or any non-ordinary course acquisition of the assets of Controlled or any Controlled Affiliate, in each case, by any Person listed on Schedule 4.04(a)(viii) or any Person bearing a relationship to a Person so listed that could cause such transaction to be treated as a "similar acquisition" within the meaning of section 1.355-7(h)(12) of the Treasury Regulations; or

(ix) cause or permit Bay Valley to be treated as other than an entity that is wholly-owned by Controlled and disregarded as an entity separate from Controlled for federal tax purposes.

For purposes of Section 4.04(a)(i) and 4.04(a)(ii)(2), an entity that is and will remain wholly-owned (for U.S. federal income tax purposes) by Controlled or a Controlled Affiliate that files a U.S. federal consolidated income tax return with Controlled, and disregarded for U.S. federal income tax purposes as an entity separate from Controlled or such a Controlled Affiliate, will be treated as filing a U.S. federal consolidated income tax return with Controlled.

(b) Notwithstanding Section 4.04(a), Controlled may take an action described in Section 4.04(a)(ii), (iv), (v) or (vi) if all of the following conditions are satisfied:

(i) Following the proposed action, one or more Persons will not have acquired and will not have the right to acquire, directly or indirectly, more than 40 percent (by vote or value) of the outstanding stock of Controlled (determined immediately following such action) taking into account all issuances, redemptions or other acquisitions of stock of Controlled and any asset acquisition treated as an acquisition of stock of Controlled under section 355(e)(3)(B) (and any agreements with respect to any such issuances, redemptions or acquisitions), and assuming the exercise or conversion of all options, warrants or similar exercisable or convertible securities and the closing of all relevant agreements, from the date two years prior to the Distribution to the date immediately following the proposed action and any other transaction which is part of a plan or series of related transactions that includes the Distribution within the meaning of section 355(e) of the Code;

(ii) If the proposed action is a merger involving Controlled, Controlled will be the surviving entity; and

(iii) At least seven (7) days prior to entering into any agreement contemplating an action that is intended to qualify under this Section 4.04(b), Controlled provides to Distributing a description of the relevant facts and a certification signed by an authorized officer of Controlled attesting that, after an investigation of the facts and receiving advice concerning the applicable law, Controlled finds and represents to Distributing that the requirements of clauses (i) and (ii) are satisfied and will be satisfied as of the time the proposed action occurs.

4.05 Exceptions to Covenants .

(a) Controlled and the Controlled Affiliates may take actions inconsistent with the covenants contained in Section 4.04(a) (and not permitted under Section 4.04(b)) ("Restricted Actions") if prior to taking such actions:

(i) Distributing consents in writing to the Restricted Actions, such consent to be determined by Distributing in its sole discretion taking into account solely the preservation of the tax-free status of the Distribution and the tax treatment of the Restructuring Transactions;

(ii) Distributing, at the request of Controlled, obtains a Supplemental Ruling from the IRS in form and substance reasonably satisfactory to Distributing that the Restricted Actions will not result in the Distribution being taxable to Distributing or Distributing's shareholders and will not adversely affect the Tax treatment of the Restructuring Transactions; provided, that Distributing shall not be obligated to request such a ruling if it determines in good faith that such request could have an adverse effect on Distributing or any Distributing Affiliate or Distributing's shareholders; or

(iii) Controlled has delivered to Distributing an Unqualified Opinion in form and substance reasonably satisfactory to Distributing from counsel selected by Controlled and reasonably acceptable to Distributing that the Restricted Actions will not result in the Distribution being taxable to Distributing or Distributing's shareholders and will not adversely affect the Tax treatment of the Restructuring Transactions.

(b) Controlled and the Controlled Affiliates will be jointly and severally liable for, and shall indemnify and hold harmless Distributing and each of the Distributing Affiliates from and against, any Taxes resulting from or attributable to any Restricted Action (even if such Restricted Action is permitted pursuant to Section 4.04(b) or this Section 4.05); provided, that notwithstanding Section 4.03(a)(v) and this Section 4.05(b), neither Controlled nor any Controlled Affiliate shall be liable for Taxes resulting from a Restricted Action to the extent that such Taxes result from a breach of any representation, warranty or covenant made by Distributing or any Distributing Affiliate as part of obtaining a Supplemental Ruling or an Unqualified Opinion.

4.06 Notice of Specified Transactions. Not less than seven (7) business days prior to entering into any oral or written contract or agreement, and not more than five (5) days after it first becomes aware of any negotiations, plans or intention (regardless of whether it is a Party to such negotiations, plans or intentions), regarding any of the transactions described in Section 4.04(a) of this Agreement, Controlled shall provide written notice to Distributing of its intent to engage in such transaction or of the negotiations, plans or intentions of which it becomes aware, as the case may be.

4.07 Private Letter Rulings .

(a) Distributing represents that it has provided Controlled with accurate and complete copies of the Initial Ruling and all Initial Ruling Documents submitted on or prior to the date hereof.

(b) If Controlled requests that Distributing seek a Supplemental Ruling under Section 4.05(a)(ii) or otherwise, Distributing shall cooperate with Controlled to seek to obtain, in a timely manner, such a Supplemental Ruling (including by making representations reasonably requested by Controlled or the relevant Taxing Authority regarding Distributing and Distributing Affiliates, if such representations are true, correct and complete); provided, that Distributing shall not be obligated to request such a ruling if it determines in good faith that such request could have an adverse effect on Distributing or any Distributing Affiliate or Distributing's shareholders. If Controlled requests that Distributing seek a Supplemental Ruling under Section 4.05(a)(ii) or otherwise, Controlled shall reimburse Distributing for all reasonable out-of-pocket costs and expenses incurred by Distributing or any Distributing Affiliate in connection with seeking and/or obtaining a Supplemental Ruling.

(c) Distributing shall have the right to seek a Supplemental Ruling in its sole and absolute discretion. Controlled and the other Controlled Affiliates shall cooperate with Distributing and take any and all actions reasonably requested by Distributing in connection with seeking and obtaining such a Supplemental Ruling (including making representations reasonably requested by Distributing or the relevant Taxing Authority regarding Controlled and the Controlled Affiliates, if such representations are true, correct and complete); provided, that if Distributing seeks a Supplemental Ruling that was not requested by Controlled (whether pursuant to Section 4.05(a)(ii) or otherwise), Distributing shall reimburse Controlled for all reasonable out-of-pocket costs and expenses that Controlled or any Controlled Affiliate incurs in connection with seeking and/or obtaining such Supplemental Ruling.

(d) If Distributing requests a Supplemental Ruling or other guidance after the date of this Agreement, (1) Distributing shall keep Controlled informed in a timely manner of all material actions taken or proposed to be taken by Distributing in connection therewith; and (2) Distributing shall (A) reasonably in advance of the submission of any Supplemental Ruling Documents to the Taxing Authority provide Controlled with a draft copy thereof, (B) consult in good faith with and reasonably consider Controlled's comments on such draft copy, and (C) provide Controlled with an accurate and complete copy of the Supplemental Ruling and Supplemental Ruling Documents.

(e) In no event shall Distributing be required to file any Supplemental Ruling Documents unless Controlled represents in writing that (1) it has read the Supplemental Ruling Documents and (2) all information, representations and covenants, if any, relating to Controlled (or any Controlled Affiliate) contained in the Supplemental Ruling Documents are true, correct and complete. With respect to any Supplemental Ruling Documents to be filed with a Taxing Authority by Distributing after the date of this Agreement that include representations, covenants or information regarding Controlled and/or any Controlled Affiliate, Controlled shall as promptly as practicable, and in any event within five (5) business days of receipt of a draft of such Supplemental Ruling Documents from Distributing, provide Distributing written notice which shall either (i) state that Controlled agrees that the representations, covenants and information regarding Controlled and the Controlled Affiliates contained in such Supplemental Ruling Documents are true, correct and complete; (ii) state that certain representations, covenants or information regarding Controlled and the Controlled Affiliates contained in such Supplemental Ruling Documents are inaccurate and provide proposed revisions and/or corrected information that, if incorporated by Distributing in the Supplemental Ruling Documents in the manner suggested by Controlled will cause such representations, covenants or information to be true, correct and complete, and Controlled will be deemed to have agreed to such representations, covenants or information as so revised; or (iii) advise Distributing that, because of the complexity of the covenants, representations or information regarding Controlled and the Controlled Affiliates, or the unavailability to Controlled of certain information, Controlled in good faith reasonably requires an additional number of business days to respond and that Controlled will respond in accordance with either clause (i) or (ii) above within such additional business days. Notwithstanding the immediately preceding clause (iii), if Distributing notifies Controlled that Distributing would like to provide the Supplemental Ruling Documents to the IRS or other Taxing Authority more quickly than the time allotted in clause (iii), then Controlled will use best efforts to perform actions to satisfy Distributing's request to expedite its response.

(f) Neither Controlled nor any Controlled Affiliate shall seek any guidance (whether written or oral) from the IRS or any other Taxing Authority concerning the Distribution except pursuant to the provisions of this Agreement regarding Supplemental Rulings.

(g) To the extent that Controlled elects to obtain an Unqualified Tax Opinion for purposes of Section 4.05(a)(iii) regarding Restricted Actions, Distributing shall cooperate in good faith with Controlled's efforts to timely obtain such an opinion, including providing to Controlled any information in Distributing or Distributing Affiliates' control that is reasonably necessary to issue such opinion and executing representation letters as to matters relating to Distributing and the Distributing Affiliates if (i) such representation letters are in form and substance reasonably acceptable to Distributing, and (ii) Distributing agrees that the information and representations contained therein are true, correct and complete. Controlled shall reimburse Distributing for all reasonable out-of-pocket costs and expenses incurred by Distributing or any Distributing Affiliate in connection with an Unqualified Opinion sought or obtained by Controlled, including out-of-pocket costs and expenses incurred by Distributing in connection with its review of the opinion and any representations proposed to be made by Distributing.

(h) To the extent that a Supplemental Ruling or Unqualified Tax Opinion is obtained in accordance with this Section 4, Controlled and each Controlled Affiliate and Distributing shall not take or fail to take (and Distributing shall not allow any Distributing

Affiliate to take or fail to take) any action (including in each case any position on any Tax Return) that is inconsistent with the Supplemental Ruling or the Unqualified Tax Opinion or any information, representation, or covenant provided by such Party in connection with the Supplemental Ruling Documents or in connection with obtaining the Unqualified Tax Opinion, in each case, unless otherwise required by a Final Determination.

Section 5. Stock Options.

5.01 Distributing shall be entitled to claim on its Tax Returns any Tax deduction attributable to the exercise of an option to purchase Distributing stock, and neither Controlled nor any Controlled Affiliate shall attempt to claim any such Tax deduction. Distributing shall withhold applicable Taxes and satisfy applicable Tax reporting requirements with respect to the exercise of options to purchase Distributing stock.

5.02 Controlled shall be entitled to claim on its Tax Returns any Tax deduction attributable to the exercise of an option to purchase Controlled stock, and neither Distributing nor any Distributing Affiliate shall attempt to claim any such Tax deduction. Controlled shall withhold applicable Taxes and satisfy applicable Tax reporting requirements with respect to the exercise of options to purchase Controlled stock.

5.03 To the extent that any Tax deduction claimed by Distributing attributable to the exercise of any option to purchase Distributing stock is disallowed by any Taxing Authority, and Controlled or any Controlled Affiliate is as a result entitled to such Tax deduction, Distributing shall notify Controlled of the receipt of such determination, promptly after the receipt thereof. Controlled shall pay to Distributing the lesser of the amount of the Tax Benefit realized by Controlled or any Controlled Affiliate attributable to the Tax deduction and the amount of Distributing's corresponding Tax Detriment from the denial of such Tax deduction. To the extent that any Tax deduction claimed by Controlled attributable to the exercise of any option to purchase Controlled stock is disallowed by any Taxing Authority, and Distributing or any Distributing Affiliate is as a result entitled to such Tax deduction, Controlled shall notify Distributing of the receipt of such determination, promptly after the receipt thereof, and Distributing shall pay to Controlled the lesser of the amount of Tax Benefit realized by Distributing or any Distributing Affiliate attributable to the Tax deduction and the amount of Controlled's corresponding Tax Detriment from the denial of such Tax deduction.

Section 6. Successor Employer .

6.01 Employee Wages . Controlled shall assume the Form W-2 and Form W-3 reporting obligations (including the filing of all forms necessary to comply with magnetic media reporting requirements) of Distributing with respect to any employee of the Transferred Businesses that Controlled employs during the calendar year which includes the Distribution Date consistent with the procedures set forth in section 5 of Rev. Proc. 2004-53, 2004-34 I.R.B. 320.

Section 7. Indemnification

7.01 Indemnification by Controlled . Controlled and each Controlled Affiliate shall jointly and severally indemnify, defend and hold harmless Distributing, each Distributing

Affiliate, and each of their directors, officers employees, and agents, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Distributing Indemnified Parties"), from and against any Taxes for which Controlled or any Controlled Affiliate is liable under this Agreement ("Controlled Taxes") and any and all Losses and Expenses incurred or suffered by one or more of the Distributing Indemnified Parties in connection with, relating to, arising out of or due to, directly or indirectly:

(a) any Controlled Taxes or any Tax Proceeding relating thereto;

(b) any inaccuracy or breach of any representation or covenant of Controlled and/or any Controlled Affiliate set forth in this Agreement or in any document provided pursuant to the terms hereof; provided, that neither Controlled nor any Controlled Affiliate shall have any liability pursuant to this Section 7.01(b) for or with respect to any Distribution Taxes (or any Losses or Expenses related thereto) if neither Controlled nor any Controlled Affiliate is liable for such Distribution Taxes under Section 4; or

(c) Controlled or any Controlled Affiliate supplying Distributing or any Distributing Affiliate with inaccurate or incomplete information in connection with the preparation of any Tax Return, any request for a Supplemental Ruling, or any Tax Proceeding.

7.02 Indemnification by Distributing . Distributing shall indemnify, defend and hold harmless Controlled, each Controlled Affiliate, and each of their directors, officers employees, and agents, and each of the heirs, executors, successors and assigns of any of the foregoing (collectively, the "Controlled Indemnified Parties"), from and against any Taxes for which Distributing is liable under this Agreement ("Distributing Taxes") and any and all Losses and Expenses incurred or suffered by one or more of the Controlled Indemnified Parties in connection with, relating to, arising out of or due to, directly or indirectly:

(a) any Distributing Taxes or any Tax Proceeding relating thereto;

(b) any inaccuracy or breach of any representation or covenant of Distributing set forth in this Agreement or in any document provided pursuant to the terms hereof; provided, that Distributing shall not have any liability pursuant to this Section 7.02(b) for or with respect to any Distribution Taxes (or any Losses or Expenses related thereto) if Distributing is not liable for such Distribution Taxes under Section 4;or

(c) Distributing supplying Controlled with inaccurate or incomplete information in connection with the preparation of any Tax Return, any request for a Supplemental Ruling, or any Tax Proceeding.

7.03 No Indemnification for Tax Items . Nothing in this Agreement shall be construed as a guarantee of the existence or amount of any loss, credit, carryforward, basis or other Tax Item or Tax Asset, whether past, present or future, of Distributing, any Distributing Affiliate, Controlled or any Controlled Affiliate. In addition, for the avoidance of doubt, nothing in this Agreement shall be construed to require compensation by either Party hereto in respect of any deferred tax assets or liabilities.

Section 8. Payments.

8.01 Payments In Connection With Tax Return Filings .

(a) If a Tax Return is filed by Distributing after the Distribution Date pursuant to Section 2.01 and Controlled or any Controlled Affiliate is liable under this Agreement for all or any portion of the Taxes reported on such Tax Return, Distributing shall provide Controlled with a written calculation in reasonable detail setting forth the amount of the Taxes shown as due on such Tax Return for which Controlled and/or the Controlled Affiliate is liable. Controlled shall have fifteen (15) days to object to the written calculation provided by Distributing. If by the end of the fifteen (15) day period Controlled has either agreed or failed to object to Distributing's calculation, the calculation shall be deemed final and Controlled shall pay to Distributing the amount set forth thereon within thirty (30) days of the date on which Distributing provided the calculation to Controlled. If Controlled notifies Distributing within the fifteen (15) day period that it disputes Distributing's calculation, Controlled shall nevertheless pay to Distributing any amount not in dispute within thirty (30) days of the date on which Distributing provided the calculation to Controlled and the Parties shall resolve the dispute as to any remaining amounts pursuant to Section 10.03

(b) If a Tax Return is filed by Controlled after the Distribution Date pursuant to Section 2.02(a) and Distributing is liable under this Agreement for all or any portion of the Taxes reported on such Tax Return, Controlled shall provide Distributing with a written calculation in reasonable detail setting forth the amount of the Taxes shown as due on such Tax Return for which Distributing is liable. Distributing shall have fifteen (15) days to object to the written calculation provided by Controlled. If by the end of the fifteen (15) day period, Distributing has either agreed or failed to object to Controlled's calculation, the calculation shall be deemed final and Distributing shall pay to Controlled the amount set forth thereon within thirty (30) days of the date on which Controlled provided the calculation to Distributing. If Distributing notifies Controlled within the fifteen (15) day period that it disputes Controlled's calculation, Distributing shall nevertheless pay to Controlled any amount not in dispute within thirty (30) days of the date on which Controlled provided the calculation to Distributing and the Parties shall resolve the dispute as to any remaining amounts pursuant to Section 10.03.

8.02 Redetermination Amounts . In the event of a redetermination or adjustment of the amount of any Taxes reported on any Tax Return as a result of a refund of Taxes paid, the filing of an amended Tax Return, a Final Determination, or any settlement or compromise with any Taxing Authority, the Party responsible for preparing and filing the Tax Return under Section 2 (the "Filing Party") shall, if the redetermination or adjustment results in an increase in the amount of Taxes for which another Party is liable hereunder, provide such other Party a written statement setting forth in reasonable detail the effect of the redetermination or adjustment on the amount of the Taxes for which such other Party is liable under this Agreement. The other Party shall have fifteen (15) days to object to such written statement. If the other Party either agrees or fails to object to the written statement within the fifteen (15) day period, the written statement shall be deemed final and the other Party shall pay to the Filing Party the amount set forth thereon not later than thirty (30) days after the written statement was provided. If the other Party notifies the Filing Party within the fifteen (15) day period that it disputes the written statement, the other Party shall nevertheless pay to the Filing Party any amount not in dispute within thirty

(30) days of the date on which the statement was initially provided and the Parties shall resolve the dispute as to any remaining amounts pursuant to Section 10.03.

8.03 Payments of Refunds and Credits . If one Party receives a refund (whether by payment or credit) of any Tax to which the other Party is entitled pursuant to Section 3 of this Agreement, the Party receiving such refund shall pay to the other Party the amount of such refund within thirty (30) days of receipt of such refund and the after-tax amount of any interest received from the applicable Taxing Authority.

8.04 Payments Under This Agreement . In the event that one Party (the "Owing Party") is required to make a payment to another Party (the "Owed Party") pursuant to this Agreement, then such payments shall be made according to this Section 8.04.

(a) In General . All payments shall be made to the Owed Party or to the appropriate Taxing Authority as specified by the Owed Party within the time prescribed for payment in this Agreement, or if no period is prescribed, within thirty (30) days after delivery of written notice of payment owing together with a computation of the amounts due.

(b) Treatment of Payments . Unless otherwise required by any Final Determination, the Parties agree that any payments made by one Party to another Party (other than payments of interest pursuant to Section 8.04(e) of this Agreement and payments of After-Tax Amounts pursuant to Section 8.04(d) of this Agreement) pursuant to this Agreement shall to the extent permissible under applicable law be treated for all Tax and financial accounting purposes as nontaxable payments made immediately prior to the Distribution and, accordingly, as not includible in the taxable income of the recipient or as deductible by the payor.

(c) Prompt Performance . All actions required to be taken (including payments) by any Party under this Agreement shall be performed within the time prescribed for performance in this Agreement, or if no period is prescribed, such actions shall be performed promptly.

(d) After-Tax Amounts . If pursuant to a Final Determination it is determined that the receipt or accrual of any payment made under this Agreement (other than payments of interest pursuant to Section 8.04(e) of this Agreement) is subject to any Tax, the Party making such payment shall be liable for (a) the After-Tax Amount with respect to such payment and (b) interest at the rate described in Section 8.04(e) of this Agreement on the amount of such Tax from the date such Tax accrues through the date of payment of such After-Tax Amount. A Party making a demand for a payment pursuant to this Agreement and for a payment of an After-Tax Amount with respect to such payment shall separately specify and compute such After-Tax Amount. However, a Party may choose not to specify an After-Tax Amount in a demand for payment pursuant to this Agreement without thereby being deemed to have waived its right subsequently to demand an After-Tax Amount with respect to such payment.

(e) Interest . Payments pursuant to this Agreement that are not made within the period prescribed in this Agreement (the "Payment Period") shall bear interest for the period from and including the date immediately following the last date of the Payment Period through and including the date of payment at a per annum rate equal to the prime rate as published in The

Wall Street Journal on the last day of such Payment Period, plus two percent (2%). Such interest will be payable at the same time as the payment to which it relates and shall be calculated on the basis of a year of 365 days and the actual number of days for which it is due.

Section 9. Tax Proceedings.

9.01 Notice . Within twenty (20) days after a Party becomes aware of the existence of a Tax Proceeding that may give rise to an indemnification obligation of another Party under this Agreement, such Party shall give notice to the other Party of such issue (such notice shall contain factual information, to the extent known, describing any asserted Tax liability in reasonable detail), and shall promptly forward to the other Party copies of all notices and material communications with any Taxing Authority relating to such issue. Notwithstanding any provision of this Agreement to the contrary, if a Party to this Agreement fails to provide the other Party notice as required by this Section 9.01, and the failure results in a detriment to the other Party, then any amount which the other Party is otherwise required to pay pursuant to this Agreement shall be reduced by the amount of such detriment.

9.02 In General . Except as otherwise provided in Section 9.03 or 9.04, the Filing Party with respect to a Tax Return shall have the exclusive right to control, contest, and represent the interests of Distributing, any Distributing Affiliate, Controlled, and any Controlled Affiliate in any Tax Proceeding relating to such Tax Return and to resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted or assessed in connection with or as a result of any such Tax Proceeding. The Filing Party's rights shall extend to any matter pertaining to the management and control of the Tax Proceeding, including execution of waivers, choice of forum, scheduling of conferences, the resolution of any Tax Item, and the determination of whether to pay any disputed Taxes and sue for a refund in the forum of its choice. The non-Filing Party shall assist and cooperate with the Filing Party during the course of any such Tax Proceeding. The Filing Party shall use reasonable efforts to provide the non-Filing Party notice of and consult with the non-Filing Party regarding the conduct of any such Tax Proceeding to the extent that such Tax Proceeding relates to any Taxes for which the non-Filing Party may have indemnification obligations under this Agreement. The Filing Party shall not settle any Tax Proceeding it controls in a manner that would affect the indemnification obligations of the non-Filing Party hereunder without obtaining the non-Filing Party's consent, which consent shall not be unreasonably withheld.

9.03 Sole Responsibility Items. Except as otherwise provided in Section 9.04, the non-Filing Party shall have the exclusive right, at its expense, to control, contest, and represent the interests of Distributing, any Distributing Affiliate, Controlled, and any Controlled Affiliate in any Tax Proceeding relating exclusively to a Sole Responsibility Item if the non-Filing Party acknowledges in writing that it has sole liability for any Taxes that might arise from such Tax Proceeding and the resolution of such Tax Proceeding could not reasonably be expected to adversely affect the Filing Party. If the non-Filing Party assumes control of a Tax Proceeding pursuant to the preceding sentence, the Filing Party shall assist and cooperate with the non-Filing Party during the course of any such Tax Proceeding. The non-Filing Party shall use reasonable efforts to provide the Filing Party notice of and consult with the Filing Party regarding the conduct of any such Tax Proceeding and shall not settle any such Tax Proceeding without the Filing Party's consent, which consent shall not be unreasonably withheld.

9.04 Control of Distribution Tax Proceedings . Distributing shall have the exclusive right, in its sole discretion, to control, contest, and represent the interests of Distributing, any Distributing Affiliate, Controlled, and any Controlled Affiliate in any Tax Proceedings relating to Distribution Taxes and to resolve, settle or agree to any deficiency, claim or adjustment proposed, asserted or assessed in connection with or as a result of any such Tax Proceeding; provided, that (i) Distributing shall not settle any such Tax Proceeding with respect to any material Distribution Taxes for which Controlled or any Controlled Affiliate would reasonably be expected to be liable hereunder without the prior consent of Controlled, which consent shall not be unreasonably withheld or delayed, and (ii) to the extent that an issue is raised in the Tax Proceeding with respect to the Distribution that if resolved against the taxpayer could reasonably be expected to result in Controlled having any liability for any Distribution Taxes hereunder, Distributing shall (A) provide Controlled with a reasonable opportunity to participate in such Tax Proceeding at Controlled's sole cost and expense; (B) take reasonable steps to ensure Controlled is informed of any developments in the Tax Proceeding; and (C) provide Controlled with copies of any written material prior to submission to the Taxing Authority regarding the Distribution. Distributing's rights shall extend to any matter pertaining to the management and control of such Tax Proceeding, including execution of waivers, choice of forum, and scheduling of conferences. Controlled may assume control of any Tax Proceeding relating to Distribution Taxes if it acknowledges in writing that it has sole liability under this Agreement for any Distribution Taxes that might arise in such Tax Proceeding and can demonstrate to the satisfaction of Distributing that it can satisfy its liability for any such Distribution Taxes; provided, that Controlled shall not have the right to assume control of any Tax Proceeding relating to Distribution Taxes if Distributing reasonably determines that the outcome of such Tax Proceeding could adversely affect Distributing other than by resulting in a liability for Distribution Taxes; and provided further, that (i) Controlled shall not settle any such Tax Proceeding without the prior consent of Distributing, which consent shall not be unreasonably withheld or delayed, if the proposed settlement would reasonably be expected to adversely affect Taxes of Distributing or any Distributing Affiliate for which Controlled would not be fully responsible hereunder, and (ii) Controlled shall (A) provide Distributing with a reasonable opportunity to participate in such Tax Proceeding at Distributing's sole cost and expense; (B) take reasonable steps to ensure Distributing is informed of any developments in the Tax Proceeding; and (C) provide Distributing with copies of any written material prior to submission to the Taxing Authority regarding the Distribution.

Section 10. Miscellaneous Provisions.

10.01 Effectiveness . This Agreement shall become effective upon execution by the Parties hereto.

10.02 Cooperation and Exchange of Information .

(a) Cooperation . Controlled and Distributing shall each cooperate fully (and each shall cause its respective affiliates to cooperate fully) with all reasonable requests from another Party for information and materials not otherwise available to the requesting Party in connection with the preparation and filing of Tax Returns, claims for refund, and Tax Proceedings concerning issues or other matters covered by this Agreement or in connection with

the determination of a liability for Taxes or a right to a refund of Taxes. Such cooperation shall include:

(i) the retention until the expiration of the applicable statute of limitations, and the provision upon request, of copies of all Tax Returns, books, records (including information regarding ownership and Tax basis of property), documentation and other information relating to the Tax Returns, including accompanying schedules, related work papers, and documents relating to rulings or other determinations by Taxing Authorities;

(ii) the execution of any document that may be necessary or reasonably helpful in connection with any Tax Proceeding, or the filing of a Tax Return or refund claim by a member of the Distributing Group or the Controlled Group, including certification, to the best of a Party's knowledge, of the accuracy and completeness of the information it has supplied;

(iii) the filing of any Tax Return in accordance with the terms of this Agreement; and

(iv) the use of the Party's reasonable best efforts to obtain any documentation that may be necessary or reasonably helpful in connection with any of the foregoing.

Each Party shall make its employees and facilities available on a reasonable and mutually convenient basis in connection with the foregoing matters.

(b) Retention of Records . Any Party that is in possession of documentation of Distributing (or any Distributing Affiliate) or Controlled (or any Controlled Affiliate) relating to the Transferred Businesses, including without limitation, books, records, Tax Returns and all supporting schedules and information relating thereto (the "Transferred Business Records") shall retain such Transferred Business Records for a period of five (5) years following the Distribution Date or, if later, the expiration of the relevant statute of limitations. Thereafter, any Party wishing to dispose of Transferred Business Records in its possession shall provide written notice to the other Party describing the documentation proposed to be destroyed or disposed of sixty (60) business days prior to taking such action. The other Party may arrange to take delivery of any or all of the documentation described in the notice at its expense during the succeeding sixty (60) day period. Any such documentation that the other Party does not arrange to take delivery of during the sixty (60) day period may be destroyed or disposed of.

10.03 Dispute Resolution . In the event that Distributing and Controlled disagree as to the amount or calculation of any payment to be made under this Agreement, or the interpretation or application of any provision under this Agreement, the Parties shall attempt in good faith to resolve such dispute. If such dispute is not resolved within thirty (30) days following the commencement of the dispute, Distributing and Controlled shall jointly retain a nationally recognized law or accounting firm, which firm is independent of both Parties, to resolve the dispute (the "Independent Firm"). If Distributing and Controlled are unable to agree on an Independent Firm, each of Distributing and Controlled shall select an independent, nationally recognized law or accounting firm (the "Deciding Firms"), which Deciding Firms together shall select the Independent Firm. If the Deciding Firms are unable to agree on an Independent Firm, the Independent Firm shall be selected by lot from a list prepared by the Deciding Firms. The

Independent Firm shall act as an arbitrator to resolve all points of disagreement and its decision shall be final and binding upon all Parties involved. Following the decision of the Independent Firm, Distributing and Controlled shall each take or cause to be taken any action necessary to implement the decision of the Independent Firm. The fees and expenses relating to the Independent Firm shall be borne equally by Distributing and Controlled, except that if the Independent Firm determines that the position advanced by either Party is frivolous, has not been asserted in good faith or is a position for which there is not substantial authority, 100% of the fees and expenses of the Independent Firm shall be borne by such Party. Notwithstanding anything in this Agreement to the contrary, the dispute resolution provisions set forth in this Section 10.03 shall not be applicable to any disagreement between the Parties relating to Distribution Taxes and any such dispute shall be settled in a court of law or as otherwise agreed to by the Parties.

10.04 Notices . All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed given upon (a) a transmitter's confirmation of a receipt of a facsimile transmission (but only if followed by confirmed delivery of a standard overnight courier the following business day or if delivered by hand the following business day), (b) confirmed delivery of a standard overnight courier or when delivered by hand or (c) the expiration of three business days after the date mailed by certified or registered mail (return receipt requested), postage prepaid, to the Parties at the following addresses (or at such other addresses for a Party as shall be specified by like notice):

If to Distributing, to the General Counsel of Distributing, with a copy to the Director of Taxes of Distributing, at:

Dean Foods Company
2515 McKinney Avenue
Suite 1200
Dallas, TX 75201
Telephone: (214) 303-3413
Fax: (214) 303-3853

with a copy (which shall not constitute effective notice) to:

Wilmer Cutler Pickering Hale and Dorr LLP
2445 M Street, N.W.
Washington, DC 20037
Attn: Erika L. Robinson
Telephone: 202-663-6000
Fax: 202-663-6363

If to Controlled or any Controlled Affiliate, to the General Counsel of Controlled, at:

TreeHouse Foods, Inc.
857-897 School Place
P.O. Box 19057
Green Bay, Wisconsin 54307

Telephone: (920)-497-7131
Fax: (920) 497-4604

with a copy (which shall not constitute effective notice) to:

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601
Attn: Bruce A. Toth and Thomas P. Fitzgerald
Telephone: (312)-558-5600
Fax: (312)-558-5700

Either Party may, by written notice to the other Parties, change the address or the Party to which any notice, request, instruction or other documents is to be delivered.

10.05 Changes in Law .

(a) Any reference to a provision of the Code or a law of another jurisdiction shall include a reference to any applicable successor provision or law.

(b) If, due to any change in applicable law or regulations or their interpretation by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement or any transaction contemplated thereby shall become impracticable or impossible, the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

10.06 Confidentiality . Each Party shall hold and cause its directors, officers, employees, advisors and consultants to hold in strict confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirements of law, all information (other than any such information relating solely to the business or affairs of such Party) concerning the other Parties hereto furnished it by such other Party or its representatives pursuant to this Agreement (except to the extent that such information can be shown to have been (1) in the public domain through no fault of such Party or (2) later lawfully acquired from other sources not under a duty of confidentiality by the Party to which it was furnished), and each Party shall not release or disclose such information to any other person, except its directors, officers, employees, auditors, attorneys, financial advisors, bankers and other consultants who shall be advised of and agree to be bound by the provisions of this Section 10.06. Each Party shall be deemed to have satisfied its obligation to hold confidential information concerning or supplied by the other Party if it exercises the same care as it takes to preserve confidentiality for its own similar information.

10.07 Successors . This Agreement shall be binding on and inure to the benefit and detriment of any successor, by merger, acquisition of assets or otherwise, to any of the Parties hereto, to the same extent as if such successor had been an original Party.

10.08 Affiliates . Distributing shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Distributing Affiliate, and Controlled shall cause to be performed, and hereby guarantees the performance of, all actions, agreements and obligations set forth herein to be performed by any Controlled Affiliate.

10.09 Authorization, Etc . Each of the Parties hereto hereby represents and warrants that it has the power and authority to execute, deliver and perform this Agreement, that this Agreement has been duly authorized by all necessary corporate action on the part of such Party, that this Agreement constitutes a legal, valid and binding obligation of each such Party and that the execution, delivery and performance of this Agreement by such Party does not contravene or conflict with any provision of law or of its charter or bylaws or any agreement, instrument or order binding on such Party.

10.10 Entire Agreement . This Agreement contains the entire agreement among the Parties hereto with respect to the subject matter hereof and supersedes any prior Tax sharing agreements between Distributing (or any Distributing Affiliate) and Controlled (or any Controlled Affiliate) and such prior Tax sharing agreements shall have no further force and effect. If, and to the extent, the provisions of this Agreement conflict with the Distribution Agreement or any other agreement entered into in connection with the Distribution, the provisions of this Agreement shall control.

10.11 Applicable Law; Jurisdiction .

(a) This agreement shall be governed by, and construed in accordance with, the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(b) EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY (i) AGREES TO BE SUBJECT TO, AND HEREBY CONSENTS AND SUBMITS TO, THE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND OF THE FEDERAL COURTS SITTING IN THE STATE OF DELAWARE, (ii) TO THE EXTENT SUCH PARTY IS NOT OTHERWISE SUBJECT TO SERVICE OF PROCESS IN THE STATE OF DELAWARE, HEREBY APPOINTS THE CORPORATION TRUST COMPANY, AS SUCH PARTY'S AGENT IN THE STATE OF DELAWARE FOR ACCEPTANCE OF LEGAL PROCESS AND (iii) AGREES THAT SERVICE MADE ON ANY SUCH AGENT SET FORTH IN (ii) ABOVE SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS IF SERVED UPON SUCH PARTY PERSONALLY WITHIN THE STATE OF DELAWARE.

10.12 Counterparts . This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

10.13 Severability . If any term, provision, covenant, or restriction of this Agreement is held by a court of competent jurisdiction (or an arbitrator or arbitration panel) to be invalid, void,

or unenforceable, the remainder of the terms, provisions, covenants, and restrictions set forth herein shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. In the event that any such term, provision, covenant or restriction is held to be invalid, void or unenforceable, the Parties hereto shall use their best efforts to find and employ an alternate means to achieve the same or substantially the same result as that contemplated by such terms, provisions, covenant, or restriction.

10.14 No-Third Party Beneficiaries . This Agreement is solely for the benefit of (a) Distributing, Controlled and the Controlled Affiliates, and (b) the Distributing Affiliates, which are expressly intended to be third Party beneficiaries hereunder. Except with respect to the third Party beneficiary rights of the Distributing Affiliates, this Agreement should not be deemed to confer upon third Parties any remedy, claim, liability, reimbursement, cause of action or other rights in excess of those existing without this Agreement.

10.15 Waivers, Etc . No failure or delay on the part of a Party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power. No modification or waiver of any provision of this Agreement nor consent to any departure by the Parties therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

10.16 Setoff . All payments to be made by any Party under this Agreement may be netted against payments due to such Party under this Agreement, but otherwise shall be made without setoff, counterclaim or withholding, all of which are hereby expressly waived.

10.17 Other Remedies . Controlled recognizes that any failure by it or any Controlled Affiliate to comply with its obligations under Section 4 of this Agreement would result in Distribution Taxes that would cause irreparable harm to Distributing, the Distributing Affiliates, and Distributing's stockholders. Accordingly, Distributing shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which Distributing is entitled at law or in equity.

10.18 Amendment and Modification . This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the Parties hereto.

10.19 Interpretation. In this Agreement, unless the context clearly indicates otherwise:

(a) words used in the singular include the plural and words used in the plural include the singular;

(b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement;

(c) reference to any gender includes the other gender;

(d) the word “including” means “including but not limited to”;

(e) reference to any Article, Section, Exhibit or Schedule means such Article or Section of, or any Exhibit or Schedule to, this Agreement, as the case may be, and references in any Section or definition to any clause means such clause of such Section or definition;

(f) the words “herein,” “hereunder,” “hereof,” “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof;

(g) reference to any agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement;

(h) reference to any law (including statutes and ordinances) means such law (including all rules and regulations promulgated thereunder) as amended, modified, codified or reenacted, in whole or in part, and in effect at the time of determining compliance or applicability;

(i) relative to the determination of any period of time, “from” means “from and including,” “to” means “to but excluding” and “through” means “through and including”;

(j) the titles to Articles and headings of Sections contained in this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of or to affect the meaning or interpretation of this Agreement; and

(k) all references to dollar amounts herein shall be in respect of lawful currency of the United States.

10.20 Waiver of Jury Trial . Each of the Parties hereto irrevocably and unconditionally waives all right to trial by jury in any litigation, claim, action, suit, arbitration, inquiry, proceeding, investigation or counterclaim (whether based in contract, tort or otherwise) arising out of or relating to this Agreement or the actions of the Parties hereto in the negotiation, administration, performance and enforcement thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives as of the date first above written.

DEAN FOODS COMPANY

By: _____
Name:
Title:

TREEHOUSE FOODS, INC.
on behalf of itself and the Controlled Affiliates

By: _____
Name:
Title:

Exhibit 10.11

FORM OF TRADEMARK LICENSE

This Trademark License (the " **Agreement** ") is made and entered into between TreeHouse Foods, Inc., a Delaware corporation (" **TreeHouse** ") and Dean Foods Company, a Delaware corporation (" **Dean** ") as of the Distribution Date set forth below.

WHEREAS, Dean, through its subsidiaries, operates the Specialty Foods Group, and the *MochaMix* ®, *SecondNature* ®, and food service dressings businesses (the " **Transferred Businesses** ");

WHEREAS, the Board of Directors of Dean has determined that it would be advisable and in the best interests of Dean and its stockholders for Dean to transfer and assign, or cause to be transferred and assigned, to TreeHouse the business, operations, assets and liabilities related to the Transferred Businesses;

WHEREAS, Dean desires to transfer and assign, or cause to be transferred or assigned, to the TreeHouse Parties (as defined in that certain Distribution Agreement between Dean and TreeHouse, dated as of the date hereof (the " **Distribution Agreement** ")) the assets and properties of the Transferred Businesses and the TreeHouse Parties desire to accept the transfer and assignment of such assets and to assume, or cause to be assumed, the liabilities and obligations arising out of or relating to the Transferred Businesses as provided in the Distribution Agreement;

WHEREAS, the date on which the above transaction is to become effective is referred to as the " **Distribution Date** " as defined in the Distribution Agreement; and

WHEREAS, the parties hereto deem it to be appropriate and in the best interests of TreeHouse and the Dean Entities (as defined in Section 1 (b) below) that TreeHouse grant to the Dean Entities a license to use certain trademarks, trade names and logos under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **Definitions** . As used in this Agreement, the following terms shall have the meaning set forth in this Section 1.

(a) " **Affiliates** " means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity. For the purpose of this definition, the term "control" means the power to direct the management of an entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the term "controlled" has the meaning correlative to the foregoing.

(b) " **Dean Entities** " means Dean and its Affiliates, but only for so long as they remain Affiliates.

2. **License of Licensed Marks** . During the term of this Agreement, and subject to termination pursuant to Section 10 below, TreeHouse hereby grants to the Dean Entities an exclusive, perpetual, royalty-free, and non-transferable license to display and use the trademarks, trade names, trade dress and logos set forth on Exhibit A hereto (the " **Licensed Marks** ") in the United States in connection with the marketing and sale of (i) products on which the Dean Entities used any of the Licensed Marks immediately prior to the Distribution Date and (ii) other dairy products (e.g., fluid dairy, cultured dairy, and ice cream products) and substitutes for such products (collectively, the " **Exclusive Products** "). For the avoidance of doubt, the term "dairy products" does not include salad dressings. In furtherance thereof, TreeHouse shall not use any of the Licensed Marks on the Exclusive Products.

3. **Restrictions on Use** .

(a) The Dean Entities may not register or reserve any Licensed Mark or any words or images confusingly similar thereto as a trademark, trade name, corporate name or domain name anywhere in the world. The Dean Entities may not attack or challenge the title and interest of TreeHouse in or to the Licensed Marks.

(b) If TreeHouse at any time finds that the Licensed Marks are being used other than in accordance with the terms of this Agreement (" **Unauthorized Use** "), TreeHouse may notify Dean in writing of such Unauthorized Use. If the relevant Dean Entity fails to correct or have corrected such Unauthorized Use within thirty (30) days after receipt of such notice, or if such correction can not reasonably be accomplished within such 30-day period if commercially reasonable steps to correct the Unauthorized Use have not been taken during such 30 day period, TreeHouse may, at its election, suspend any or all of the licenses granted under this Agreement until such time as such Unauthorized Use is corrected to TreeHouse's reasonable satisfaction.

4. **Reservation of Rights** . TreeHouse reserves all rights in the Licensed Marks and other TreeHouse intellectual property not expressly granted in this Agreement. The Dean Entities shall not use the Licensed Marks or other TreeHouse intellectual property for the benefit of any person or entity, or permit any third party to use such intellectual property, and the Dean Entities have no rights or licenses with respect to such Licensed Marks or intellectual property, except as set forth in paragraph 2 above.

5. **Ownership of Intellectual Property** . The Dean Entities acknowledge and agree that the Licensed Marks, and all applications, registrations and renewals thereof, and all associated goodwill therein, are owned by and vested in TreeHouse. All use by the Dean Entities of the Licensed Marks hereunder shall inure to the benefit of TreeHouse. The Dean Entities agree not to challenge, directly or indirectly, the rights of TreeHouse in or to the Licensed Marks. The Dean Entities will cause the Licensed Marks to be accompanied by an appropriate trademark symbol (either ® or ™ or a corresponding foreign symbol) as specified by TreeHouse. TreeHouse shall maintain all the Licensed Marks at its expense.

6. **Quality Control** . The Dean Entities shall maintain and adhere to any and all trademark guidelines for display of the Licensed Marks or other reasonable quality control standards for products bearing the Licensed Marks that TreeHouse may promulgate from time to time which conform with applicable laws. Nothing herein shall otherwise limit the Dean Entities' ability to change, modify or determine the way in which it packages or promotes any of its products,

except that all such packaging or promotion of products bearing the Licensed Marks shall be in compliance with applicable law.

7. **Injunctive Relief** . Because unauthorized use of the Licensed Marks or any violation of the authorization and license granted in paragraph 2 above, respectively, will diminish substantially the value of such intellectual property and irrevocably harm TreeHouse, if the Dean Entities breach any provision of paragraph 2 above, TreeHouse shall be entitled to injunctive and/or other equitable relief, in addition to other remedies afforded by law, to prevent a breach of such provision of this Agreement.

8. **Indemnification** . TreeHouse agrees to indemnify Dean and to hold Dean harmless from and against any and all liabilities, losses, damages, claims, causes of action, costs and expenses, including reasonable legal fees and expenses that may be incurred by Dean, arising out of a third party claim based upon actions or inaction by TreeHouse that the Dean Entities' use of the Licensed Marks within the scope of the license granted by this Agreement infringes that third party's intellectual property rights in any respect. The Dean Entities shall provide TreeHouse with prompt written notice of any third-party claim for which indemnification is sought and cooperate fully with TreeHouse in allowing TreeHouse to control the defense of such claim. So long as TreeHouse is contesting the third-party claim in good faith, the Dean Entities may not settle any such claim without the express prior written consent of TreeHouse unless (i) there is no finding or admission of any violation of any law or any rights, (ii) the sole relief provided is monetary damages that are paid in full by the Dean Entities, and (iii) TreeHouse shall not have any liability with respect to any such settlement. The Dean Entities shall have the right, at its own expense, to participate in the defense of such claim.

9. **Term** . This Agreement will become effective on the Distribution Date and shall continue in full force and effect until terminated as provided in Section 10 below.

10. **Termination** . This Agreement may be terminated:

(a) by either party upon written notice if the other party becomes insolvent, files or has filed against it a petition under any chapter of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq . (or any similar petition under any insolvency law of any jurisdiction), proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of such party;

(b) by either party at any time upon any material breach by the other party of the terms of this Agreement which remains uncured thirty (30) days following written notice of such breach, or if such breach cannot reasonably be cured within said 30 day period, unless commercially reasonable steps have not been taken to cure such breach within such 30 day period; and

(c) by TreeHouse, with respect to any Licensed Mark, if (i) all of the Dean Entities cease use of such Licensed Mark in the United States with the intention not to resume use of it, or (ii) if all of the Dean Entities cease use of such Licensed Mark in the United States for a continuous thirty-six (36) month period.

11. **Effect of Termination** . Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall terminate, except the rights and obligations of the parties provided in paragraphs 8 and 13 of this Agreement, which shall survive the termination or expiration of this Agreement.

12. **Remedies** . The demand for one remedy does not constitute a waiver or estoppel with regards to any or all other available remedies for the specific breach or default in question.

13. **Choice of Law** . This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Delaware and the federal laws of the United States of America applicable therein, as though all facts and omissions related hereto occurred in Delaware.

14. **Notices** . All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed given upon (a) a transmitter's confirmation of a receipt of a facsimile transmission (but only if followed by confirmed delivery of a standard overnight courier the following business day or if delivered by hand the following business day), (b) confirmed delivery of a standard overnight courier or when delivered by hand or (c) the expiration of five business days after the date mailed by certified or registered mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice):

If to the Dean Entities, to:

Dean Foods Company
2515 McKinney Avenue
Suite 1200
Dallas, Texas 75201
Telephone: (214) 303-3413
Fax: (214) 303-3853
Attention: General Counsel

with a copy (which shall not constitute effective notice) to:

Wilmer Cutler Pickering Hale and Dorr LLP
2445 M Street, N.W.
Washington, D.C. 20037
Telephone: (202) 663-6000
Fax: (202) 663-6363
Attention: Erika L. Robinson

If to TreeHouse, to:

TreeHouse Foods Corp.
857-897 School Place
P.O. Box 19057
Green Bay, Wisconsin 54307
Telephone: (920) 497-7131
Fax: (920) 497-4604
Attention: General Counsel

with a copy (which shall not constitute effective notice) to:

Winston and Strawn LLP
35 W. Wacker Drive
Chicago, Illinois 60601
Telephone: (312) 558-5600
Fax: (312) 558-5700
Attention: Bruce A. Toth

Either party may, by written notice to the other parties, change the address or the party to which any notice, request, instruction or other documents is to be delivered.

15. **Partial Invalidity** . Wherever possible, each provision hereof shall be interpreted in such a manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

16. **Entire Agreement; Amendment** . This Agreement contains the entire understanding of the parties with respect to this subject matter and supersedes any previous agreements (oral, written or otherwise) and may be altered or amended only by a written instrument duly executed by both parties.

17. **Assignment** . This Agreement shall not be assignable by either party hereto without the prior written consent of the other party hereto (such consent not to be unreasonably withheld). When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

18. **Non-Waiver** . The failure of a party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement does not constitute a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

19. **Independent Contractor** . The parties are acting as independent contractors under this Agreement and the parties hereby acknowledge that they do not intend to create a joint venture, partnership or any other type of agency between them.

-— Signature page follows —

The parties hereby acknowledge that they have read and understand this Agreement and all exhibits and addenda hereto, and agree to all terms and conditions stated herein and attached hereto.

TREEHOUSE FOODS, INC.	DEAN FOODS COMPANY
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit 10.12

FORM OF TRADEMARK LICENSE

This Trademark License (the " **Agreement** ") is made and entered into between TreeHouse Foods, Inc., a Delaware corporation (" **TreeHouse** ") and Dean Foods Company, a Delaware corporation (" **Dean** "), Dean Intellectual Property Services II, L.P., a Delaware limited partnership (" **Dean IP II** "), and Dean Specialty Intellectual Property Services, L.P., a Delaware limited partnership (" **Dean IP** "), as of the Distribution Date set forth below.

WHEREAS, Dean, through its subsidiaries, operates the Specialty Foods Group, and the *MochaMix* ®, *SecondNature* ®, and food service dressings businesses (the " **Transferred Businesses** ");

WHEREAS, the Board of Directors of Dean has determined that it would be advisable and in the best interests of Dean and its stockholders for Dean to transfer and assign, or cause to be transferred and assigned, to TreeHouse the business, operations, assets and liabilities related to the Transferred Businesses;

WHEREAS, Dean desires to transfer and assign, or cause to be transferred or assigned, to the TreeHouse Parties (as defined in that certain Distribution Agreement between Dean and TreeHouse, dated as of the date hereof (the " **Distribution Agreement** ")) the assets and properties of the Transferred Businesses and the TreeHouse Parties desire to accept the transfer and assignment of such assets and to assume, or cause to be assumed, the liabilities and obligations arising out of or relating to the Transferred Businesses as provided in the Distribution Agreement;

WHEREAS, the date on which the above transaction is to become effective is referred to as the " **Distribution Date** " as defined in the Distribution Agreement; and

WHEREAS, the parties hereto deem it to be appropriate and in the best interests of the Dean Licensors (as defined in Section 1(b) below) and the TreeHouse Entities (as defined in Section 1(c) below) that the Dean Licensors grant to the TreeHouse Entities a license to use certain trademarks, trade names and logos under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **Definitions** . As used in this Agreement, the following terms shall have the meaning set forth in this Section 1.

(a) " **Affiliates** " means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity. For the purpose of this definition, the term "control" means the power to direct the management of an entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the term "controlled" has the meaning correlative to the foregoing.

(b) " **Dean Licensors** " means Dean, Dean IP II and Dean IP.

(c) " **TreeHouse Entities** " means TreeHouse and its Affiliates, but only for so long as they remain Affiliates.

2. **License of Licensed Marks** . During the term of this Agreement, and subject to termination pursuant to Section 10 below, the Dean Licensors hereby grant to the TreeHouse Entities an exclusive, royalty-free, non-transferable license to display and use the trademarks, trade names, trade dress and logos set forth on Exhibit A hereto (the " **Licensed Marks** ") worldwide in connection with the products produced, marketed or sold by the Transferred Businesses.

3. **Restrictions on Use** .

(a) The TreeHouse Entities may not register or reserve any Licensed Mark or any words or images confusingly similar thereto as a trademark, trade name, corporate name or domain name anywhere in the world. The TreeHouse Entities may not attack or challenge the title and interest of the Dean Licensors in or to the Licensed Marks.

(b) If any Dean Licensor at any time finds that the Licensed Marks are being used other than in accordance with the terms of this Agreement (" **Unauthorized Use** "), such Dean Licensor may notify TreeHouse in writing of such Unauthorized Use. If the relevant TreeHouse Entity fails to correct or have corrected such Unauthorized Use within thirty (30) days after receipt of such notice, or if such correction can not reasonably be accomplished within such 30-day period if commercially reasonable steps to correct the Unauthorized Use have not been taken during such 30 day period, the relevant Dean Licensor may, at its election, suspend any or all of the licenses granted under this Agreement until such time as such Unauthorized Use is corrected to such Dean Licensor's reasonable satisfaction.

4. **Reservation of Rights** . The Dean Licensors reserve all rights in the Licensed Marks and other Dean intellectual property not expressly granted in this Agreement.

5. **Ownership of Intellectual Property** . The TreeHouse Entities acknowledge and agree that the Licensed Marks, and all applications, registrations and renewals thereof, and all associated goodwill therein, are owned by and vested in the Dean Licensors. All use by the TreeHouse Entities of the Licensed Marks hereunder shall inure to the benefit of the Dean Licensors. The TreeHouse Entities agree not to challenge, directly or indirectly, the rights of any Dean Licensor in or to the Licensed Marks. The TreeHouse Entities will cause the Licensed Marks to be accompanied by an appropriate trademark symbol (either ® or ™ or a corresponding foreign symbol) as specified by any Dean Licensor. The Dean Licensors shall maintain all the Licensed Marks at their expense.

6. **Quality Control** . The TreeHouse Entities shall maintain and adhere to any and all trademark guidelines for display of the Licensed Marks or other reasonable quality control standards for products bearing the Licensed Marks that the Dean Licensors may promulgate from

time to time which conform with applicable laws. Nothing herein shall otherwise limit the TreeHouse Entities' ability to change, modify or determine the way in which it promotes any of its products, except that all such promotion of products bearing the Licensed Marks shall be in compliance with applicable law.

7. **Injunctive Relief** . Because unauthorized use of the Licensed Marks or any violation of the authorization and license granted in paragraph 2 above, respectively, will diminish substantially the value of such intellectual property and irrevocably harm the Dean Licensors, if the TreeHouse Entities breach any provision of paragraph 2 above, the Dean Licensors shall be entitled to injunctive and/or other equitable relief, in addition to other remedies afforded by law, to prevent a breach of such provision of this Agreement.

8. **Indemnification** . The Dean Licensors agree to indemnify TreeHouse and to hold TreeHouse harmless from and against any and all liabilities, losses, damages, claims, causes of action, costs and expenses, including reasonable legal fees and expenses that may be incurred by TreeHouse, arising out of a third party claim that the TreeHouse Entities' use of the Licensed Marks within the scope of the license granted by this Agreement infringes that third party's intellectual property rights in any respect. The TreeHouse Entities shall provide the Dean Licensors with prompt written notice of any third-party claim for which indemnification is sought and cooperate fully with the Dean Licensors in allowing the Dean Licensors to control the defense of such claim. So long as the Dean Licensors are contesting the third-party claim in good faith, the TreeHouse Entities may not settle any such claim without the express prior written consent of Dean unless (i) there is no finding or admission of any violation of any law or any rights, (ii) the sole relief provided is monetary damages that are paid in full by the TreeHouse Entities, and (iii) the Dean Licensors shall not have any liability with respect to any such settlement. The TreeHouse Entities shall have the right, at its own expense, to participate in the defense of such claim.

9. **Term** . This Agreement will become effective on the Distribution Date and, unless and until terminated as provided in Section 10 below, shall continue in full force and effect until TreeHouse's supply of packaging materials existing on the Distribution Date and bearing any of the Licensed Marks is depleted.

10. **Termination** . This Agreement may be terminated:

(a) by either party upon written notice if the other party becomes insolvent, files or has filed against it a petition under any chapter of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq . (or any similar petition under any insolvency law of any jurisdiction), proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of such party; and

(b) by either party at any time upon any material breach by the other party of

the terms of this Agreement which remains uncured thirty (30) days following written notice of such breach, or if such breach cannot reasonably be cured within said 30 day period, unless commercially reasonable steps have not been taken to cure such breach within such 30 day period.

11. **Effect of Termination** . Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall terminate, except the rights and obligations of the parties provided in paragraphs 8 and 13 of this Agreement, which shall survive the termination or expiration of this Agreement.

12. **Remedies** . The demand for one remedy does not constitute a waiver or estoppel with regards to any or all other available remedies for the specific breach or default in question.

13. **Choice of Law** . This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Delaware and the federal laws of the United States of America applicable therein, as though all facts and omissions related hereto occurred in Delaware.

14. **Notices** . All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed given upon (a) a transmitter's confirmation of a receipt of a facsimile transmission (but only if followed by confirmed delivery of a standard overnight courier the following business day or if delivered by hand the following business day), (b) confirmed delivery of a standard overnight courier or when delivered by hand or (c) the expiration of five business days after the date mailed by certified or registered mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice):

If to the Dean Licensors, to:

Dean Foods Company
2515 McKinney Avenue
Suite 1200
Dallas, Texas 75201
Telephone: (214) 303-3413
Fax: (214) 303-3853
Attention: General Counsel

with a copy (which shall not constitute effective notice to):

Wilmer Cutler Pickering Hale and Dorr LLP
2445 M Street, N.W.
Washington, D.C. 20037
Telephone: (202) 663-6000
Fax: (202) 663-6363
Attention: Erika L. Robinson

If to the TreeHouse Entities, to:

TreeHouse Foods, Inc.
857-897 School Place
P.O. Box 19057
Green Bay, Wisconsin 54307
Telephone: (920) 497-7131
Fax: (920) 497-4604
Attention: General Counsel

with a copy (which shall not constitute effective notice) to:

Winston and Strawn LLP
35 W. Wacker Drive
Chicago, Illinois 60601
Telephone: (312) 558-5600
Fax: (312) 558-5700
Attention: Bruce A. Toth

Either party may, by written notice to the other parties, change the address or the party to which any notice, request, instruction or other documents is to be delivered.

15. **Partial Invalidity** . Wherever possible, each provision hereof shall be interpreted in such a manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

16. **Entire Agreement; Amendment** . This Agreement contains the entire understanding of the parties with respect to this subject matter and supersedes any previous agreements (oral, written or otherwise) and may be altered or amended only by a written instrument duly executed by both parties.

17. **Assignment** . This Agreement shall not be assignable by either party hereto without the prior written consent of the other party hereto. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

18. **Non-Waiver** . The failure of a party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement does not constitute a waiver or

relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

19. **Independent Contractor** . The parties are acting as independent contractors under this Agreement and the parties hereby acknowledge that they do not intend to create a joint venture, partnership or any other type of agency between them.

-— *Signature page follows* —

The parties hereby acknowledge that they have read and understand this Agreement and all exhibits and addenda hereto, and agree to all terms and conditions stated herein and attached hereto.

TREEHOUSE FOODS, INC.

By: _____

Name: _____

Title: _____

DEAN FOODS COMPANY

By: _____

Name: _____

Title: _____

DEAN INTELLECTUAL PROPERTY SERVICES, II, L.P.

By: _____

Name: _____

Title: _____

DEAN SPECIALTY INTELLECTUAL PROPERTY SERVICES, L.P.

By: _____

Name: _____

Title: _____

Exhibit 10.13

FORM OF CO-PACK AGREEMENT

THIS CO-PACK AGREEMENT (" **Agreement** ") is dated and effective as of [___], 2005 (" **Effective Date** "), by and between Dean Foods Company (" **Dean** "), a corporation organized and existing under the laws of the State of Delaware, and TreeHouse Foods, Inc. (" **TreeHouse** "), a corporation organized and existing under the laws of the State of Delaware.

RECITALS

WHEREAS, Dean, through its subsidiaries, operates the Specialty Foods Group, *Mocha Mix* ®, *Second Nature* ®, and food service dressings businesses (the " **Transferred Businesses** ");

WHEREAS, the Board of Directors of Dean has determined that it would be advisable and in the best interests of Dean and its stockholders for Dean to transfer and assign, or cause to be transferred and assigned, to TreeHouse the business, operations, assets and liabilities related to the Transferred Businesses;

WHEREAS, the date on which the above transaction is to become effective is referred to as the " **Distribution Date** " as defined in that certain Distribution Agreement between Dean and TreeHouse, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the " **Distribution Agreement** ");

WHEREAS, following the Distribution Date, Dean desires to obtain a supply of imitation sour cream and dip products as more fully described on Exhibit A , which is attached to and made a part of this agreement (the " **Dean Products** ") and TreeHouse desires to supply the Dean Products to Dean under the terms of this Agreement; and

WHEREAS, following the Distribution Date, TreeHouse desires to obtain a supply of *Mocha Mix*® and *Second Nature*® products as more fully described on Exhibit B , which is attached to and made a part of this agreement (the " **TreeHouse Products** " and, together with the Dean Products, the " **Products** ") and Dean desires to supply the TreeHouse Products to TreeHouse under the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and intending to be legally bound, the parties do hereby agree as follows:

1. Defined Terms . When used in this Agreement, the following terms shall have the following meanings:

a. " **Co-Packer** " shall mean: (i) Dean, when the Products to be co-packed are TreeHouse Products and (ii) TreeHouse, when the Products to be co-packed are Dean Products.

b. " **Buyer** " shall mean: (i) TreeHouse, when the Products to be co-packed are TreeHouse Products and (ii) Dean, when the Products to be co-packed are Dean Products.

2. Purchase and Sale of Products . Throughout the Term of this Agreement, and subject to the terms and conditions set forth herein, Buyer shall place orders with Co-Packer, and Co-Packer shall sell and deliver to Buyer, quantities of the Products.

3. Term . The term of this Agreement shall commence on the Effective Date and shall continue in effect (a) with respect to the Dean Products, for a period of twenty-four (24) months and (b) with respect to the TreeHouse Products, until July 31, 2005 (subject to an extension until September 30, 2005 if due to unforeseen circumstances the transition of production at the City of Industry South plant facility cannot be completed by July 31, 2005) (the " **Term** ").

4. Orders; Delivery; Transfer of Title .

a. Orders. Buyer shall submit orders for Products to Co-Packer pursuant to such terms, conditions and procedures as may be mutually and reasonably agreed upon by the parties, including procedures to be utilized for canceling or modifying any such orders after submittal. Without limiting the generality of the foregoing, it is specifically understood and agreed that if Buyer cancels or modifies a previously submitted order, then Buyer shall be obligated to purchase any and all Products so ordered which Co-Packer has commenced to manufacture, or for which Co-Packer has acquired ingredients, materials or packaging which may not otherwise be reasonably used in the normal course of Co-Packer's operations, at the time of such cancellation or modification. All purchase orders shall be subject to acceptance by Co-Packer, shall be in a form reasonably acceptable to both parties and shall clearly indicate the amount and kind of Products desired as well as the desired pick-up/delivery date.

b. Delivery . Co-Packer shall deliver the Products as directed by Buyer. For the avoidance of doubt, Buyer shall also have the right to pick up the products at Co-Packer's facility.

c. Transfer of Title to Products. Property, title and risk of loss with respect to all Products sold hereunder shall pass from Co-Packer to Buyer upon the earlier of (i) tender of possession to Buyer, if Buyer receives shipment of Products at Co-Packer's designated facility, or (ii) tender of possession to a carrier, if Products are delivered by a carrier arranged or approved by Buyer.

5. Prices; Payment Terms .

a. Prices. Prices for Products ordered by Buyer shall be calculated as set forth on Schedule 5(a) attached hereto. Buyer shall have the right to audit Co-Packer's cost records (as they relate to the Products co-packed for Buyer) from time to time in order to verify Co-Packer's cost, and Co-Packer agrees to provide Buyer with all cost-related information Buyer may reasonably request in order to perform such audits.

b. Payment Terms. Co-Packer will issue invoices to Buyer for all Products purchased hereunder, and Buyer shall pay all invoices received from Co-Packer (without deduction or set-off) pursuant to this Agreement in full within twenty-one (21) days of receipt thereof.

c. Non-Payment. In addition to any other rights and remedies Co-Packer may have with respect to Buyer's failure to fully and timely pay any amounts due hereunder, any amounts not paid when due

shall be subject to an interest charge of one and one-half percent (1 1/2%) per month computed from the applicable due date, or the maximum rate legally permitted, whichever is less.

6. Warranties.

a. Co-Packer's Warranties. Co-Packer represents and warrants to Buyer that (i) all Products provided to Buyer pursuant to this Agreement shall be produced and packaged in accordance with the Federal Food, Drug and Cosmetic Act, as amended (the " **FDA Act** ") and all other applicable federal, state and local laws, rules and regulations; (ii) no Products provided to Buyer pursuant to this Agreement shall be an article which may not, under the applicable provisions of the FDA Act, be introduced into interstate commerce; (iii) all packaging material utilized in connection with the Products provided to Buyer pursuant to this Agreement shall be free of any poisonous or deleterious substance which may make the Products enclosed therein fail to conform to clause (i) or (ii) of this paragraph; and (iv) Co-Packer shall conduct tests reasonably necessary to ensure that the Products provided to Buyer pursuant to this Agreement are safe for human consumption and conform to the requirements of this Agreement when delivered to Buyer.

b. **DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER CO-PACKER NOR ANY OF ITS DIRECT OR INDIRECT SUBSIDIARIES OR AFFILIATED ENTITIES MAKES ANY, AND HEREBY DISCLAIMS ALL, OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR ANY PURPOSE.**

c. Labeling Elements. Notwithstanding any other provision set forth in this Agreement, it is specifically understood and agreed that all labels utilized in connection with the Products, including but not limited to the design, content, wording, artwork, label features, batch codes, date codes, logos, trademarks (registered and unregistered), service marks, trade names and trade dress set forth thereon (as such may be changed from time to time, " **Labeling Elements** ") shall be prescribed by Buyer, and Buyer shall be solely responsible therefor, including but not limited to their compliance with all applicable federal, state and local laws, rules and regulations. Buyer is, and shall at all times during the Term remain, the exclusive owner of all rights to the use of any and all designs, logos, trademarks (registered or unregistered), service marks, trade names and trade dress included within the Labeling Elements. For the Term of this Agreement, Buyer grants to Co-Packer a non-exclusive royalty-free license, without the right to sublicense, to use all Labeling Elements in connection with Co-Packer's manufacturing, packaging and sale of Products to Buyer in accordance with the terms of this Agreement.

d. Compliance With Laws. Each party shall comply with all federal, state and local laws, rules and regulations that apply to its performance hereunder, including without limitation, possessing and maintaining all necessary permits and licenses.

7. Indemnities.

a. Co-Packer Indemnity. Co-Packer shall indemnify, defend and hold harmless Buyer and each of its subsidiaries and affiliated entities, and the officers, directors, employees, agents, representatives, shareholders, predecessors, successors and assigns of each of them, from and against any and

all claims, demands, causes of action, damages, losses, liabilities, judgments, costs, fees and expenses (including, without limitation, reasonable costs and expenses of investigation and settlement and reasonable attorneys' fees and expenses) (collectively, "**Losses**"), to the extent arising out of or relating to any breach by Co-Packer of its representations, warranties, covenants or obligations set forth in this Agreement. Such indemnification obligations shall survive the expiration or termination of this Agreement.

b. Buyer Indemnity. Buyer shall indemnify, defend and hold harmless Co-Packer and each of its subsidiaries and affiliated entities, and the officers, directors, employees, agents, representatives, shareholders, predecessors, successors and assigns of each of them, from and against any and all Losses, to the extent arising out of or relating to (i) any breach by Buyer of its representations, warranties, covenants or obligations set forth in this Agreement, (ii) the handling of Products after title to such Products has passed to Buyer pursuant to the terms of this Agreement, (iii) the distribution, sale, advertisement, storage or transportation of the Products, or (iv) any Labeling Elements (including but not limited to any claims of infringement relating thereto). Such indemnification obligations shall survive the expiration or termination of this Agreement.

8. Force Majeure . Any delays in or failure of performance by any party hereto, other than the payment of money, shall not constitute a default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of such party, including, but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; acts of war; riots or strikes or other concerted acts of personnel; power failure; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of such party. Such party's obligations shall be suspended, without liability to the other party, to the extent of such inability to perform; provided, however that a party shall not be relieved of its obligation to make payments as and when due.

9. Confidentiality . The specific terms and conditions of this Agreement and any information conveyed or otherwise received by or on behalf of a party in conjunction herewith are confidential and are subject to the terms of the confidentiality provisions of the Distribution Agreement.

10. Termination Due To Breach or Financial Condition .

(a) This Agreement may be terminated:

(i) by either party upon written notice if the other party becomes insolvent, files or has filed against it a petition under any chapter of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (or any similar petition under any insolvency law of any jurisdiction), proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of such party; and

(ii) by either party at any time upon any material breach by the other party of the terms of this Agreement which remains uncured thirty (30) days following written notice of such breach.

(b) Termination of this Agreement shall not release either party from any obligation accrued prior to the date of such termination or from any obligations continuing beyond the termination of this Agreement.

11. Equipment . During the term of this Agreement, TreeHouse shall maintain any equipment or other property of Dean relating to the services provided hereunder which is in TreeHouse's control or possession and which is not a Transferred Asset under the Distribution Agreement (" **Dean Equipment** ") in good operating condition, ordinary wear and tear excepted. TreeHouse shall be responsible for loss or damage to any Dean Equipment while under the control of TreeHouse. In addition, TreeHouse shall not use any Dean Equipment to manufacture products for sale to a third party other than Dean. Upon termination of this Agreement, TreeHouse shall be obligated to return to Dean, as soon as reasonably practicable, all Dean Equipment.

12. Independent Contractors . The parties are providing the services pursuant to this Agreement as independent contractors and the parties hereby acknowledge that they do not intend to create a joint venture, partnership or any other type of agency between them.

13. Assignment . This Agreement shall not be assignable by either party hereto without the prior written consent of the other party hereto. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

14. Miscellaneous.

a. Governing Laws. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Delaware.

b. Waiver. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently given for the purposes of this Agreement if, as to any party, it is in writing signed by an authorized representative of such party. The failure of any party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, or in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

c. No Consequential Damages. Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either party be liable to the other party for any indirect, special or consequential damages whatsoever (including, without limitation, lost profits) arising out of or relating to this Agreement or either party's performance under this Agreement.

d. Entire Agreement; Amendments. This Agreement, including the Exhibits referred to herein and therein and the documents delivered pursuant hereto and thereto, constitute the entire agreement between the parties with respect to the subject matter contained herein or therein, and supersede all prior agreements, negotiations, discussions, understandings, writings and commitments between the parties with

respect to such subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties.

e. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such a manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

f. Notices . All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed given upon (i) a transmitter's confirmation of a receipt of a facsimile transmission (but only if followed by confirmed delivery of a standard overnight courier the following business day or if delivered by hand the following business day), (ii) confirmed delivery of a standard overnight courier or when delivered by hand or (iii) the expiration of five business days after the date mailed by certified or registered mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other addresses for a party as shall be specified by like notice):

If to Dean, to:

Dean Foods Company
2515 McKinney Avenue
Suite 1200
Dallas, Texas 75201
Telephone: (214) 303-3413
Fax: (214) 303-3853
Attention: General Counsel

with a copy (which shall not constitute effective notice) to:

Wilmer Cutler Pickering Hale and Dorr LLP
2445 M Street, N.W.
Washington, D.C. 20037
Telephone: (202) 663-6000
Fax: (202) 663-6363
Attention: Erika L. Robinson

If to TreeHouse, to:

TreeHouse Foods, Inc.
857-897 School Place
P.O. Box 19057
Green Bay, Wisconsin 54307
Telephone: (920) 497-7131
Fax: (920) 497-4604

Attention: General Counsel

with a copy (which shall not constitute effective notice) to:

Winston and Strawn LLP
35 W. Wacker Drive
Chicago, Illinois 60601
Telephone: (312) 558-5600
Fax: (312) 558-5700
Attention: Bruce A. Toth

Either party may, by written notice to the other parties, change the address or the party to which any notice, request, instruction or other documents is to be delivered.

g. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by and delivered to each of the parties.

[*signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Co-Pack Agreement to be executed by their proper and duly authorized officers as of the date first set forth above.

DEAN FOODS COMPANY

By: _____
Name:
Title:

TREEHOUSE FOODS, INC.

By: _____
Name:
Title:

Exhibit 10.14

Form of Memorandum of Amendment

To: Sam K. Reed
David B. Vermylen
E. Nichol McCully
Thomas E. O'Neill
Harry J. Walsh

From: Edward Fugger, Vice President — Dean Foods Company

Date:

Re: Amendments to Your Employment Agreement and the Stockholders Agreement

This memorandum is intended to amend that certain Employment Agreement dated as of January 27, 2005 (the "Employment Agreement") by and between TreeHouse Foods, Inc., f/k/a Dean Specialty Foods Holdings, Inc. (the "Company"), and you pursuant to Section 10(k) of the Employment Agreement. This memorandum is further intended to amend that certain Stockholders Agreement dated as of January 27, 2005 (the "Stockholders Agreement") among the Company, Dean Foods Company, all of you and certain other individuals who may become a party thereto, pursuant to Section 12 of the Stockholders Agreement.

Employment Agreement

Section 6(b) of the Employment Agreement shall be deemed amended by this memorandum such that for purposes of the Employment Agreement, the term " **Initial Fair Market Value** " shall mean the closing price on the first day of regular way trading of the Common Stock (the " **Pricing Date** "), as reported on the New York Stock Exchange. Further, all references in the Employment Agreement and Exhibit A thereto to the "fourth trading day following the Registration Date" shall be amended to refer instead to the Pricing Date such that the Basic Restricted Shares, the Supplemental Restricted Share Units and the Option shall be granted to you on the Pricing Date.

Stockholder Agreement

Dean acknowledges that the taxes to be reimbursed by the Company pursuant to Section 4.2(a) of the Stockholder Agreement will be limited to taxes incurred as a result of (a) the distribution by DIPS LP as part of the Restructuring Transactions of a 99.99 percent limited partnership interest in LPS I to Pickle, (b) the distribution by DIPS LP as part of the Restructuring Transactions of a 0.01 percent general partner interest in LPS I to Pickle and (c) the taking into account of "intercompany items" resulting from the transactions described in clauses (a), and (b) pursuant to Section 1.1502-13 of the Treasury Regulations because of and in

connection with the Distribution; provided, that the Company's liability for such taxes shall be limited to $20 million. (Capitalized terms in the preceding sentence shall have the meaning ascribed to them under the Tax Sharing Agreement between Dean and the Company.)

The Company and Dean agree (x) to cooperate using their good faith efforts to determine the appropriate value of the intellectual property used to calculate such taxes and the resulting Tax Reimbursement Amount to be paid by the Company to Dean pursuant to Section 4.3(b) of the Stockholders Agreement, and (y) that in all events the Tax Reimbursement Amount shall be determined no later than September 30, 2005. The number of additional shares which will be issued to the TreeHouse Investors pursuant to Section 4.3(b) of the Stockholders Agreement in connection with the payment of any Tax Reimbursement Amount by the Company shall be calculated, and such shares shall be issued to the TreeHouse Investors, promptly after determination of the Tax Reimbursement Amount, but in no event later than October 14, 2005. Lastly, Section 4.3(b) of the Stockholders Agreement shall be deemed amended by this memorandum such that " **Dean Owned Shares** " and **" Current Common Stock Outstanding "** shall mean 118,000 and 120,000 shares, respectively, which numbers of shares shall be subject to adjustment as contemplated by Section 14 to reflect the stock split to effectuate the spin-off.

The Employment Agreement and Stockholders Agreement remain in full force and effect, except as expressly amended above.

I have signed this memorandum on behalf of both the Company and Dean Foods Company. If the foregoing meets with your approval, please countersign this memorandum and return a copy to my attention.

Dean Foods Company

By: _____

Name: Edward Fugger
Title: Vice President

TreeHouse Foods Inc., f/k/a
Dean Specialty Foods Holdings, Inc.

By: _____

Name: Edward Fugger
Title: Vice President — Dean Foods Company

ACCEPTED AND AGREED as of this day of , 2005:

_____
Sam K. Reed, individually and
as the TreeHouse Representative

_____
David B. Vermylen

_____
E. Nichol McCully

_____
Thomas E. O'Neill

_____
Harry J. Walsh

Exhibit 21.1

Subsidiaries of TreeHouse Foods, Inc.

The following is a list of entities expected to be subsidiaries of TreeHouse Foods, Inc. upon the effectiveness of the distribution, along with each entity's expected place of incorporation or organization. Each of the listed subsidiaries will be wholly owned by TreeHouse Foods, Inc.

Bay Valley Foods LLC, a Delaware limited liability company
Specialty Foods Holding Corp., a Delaware corporation
Dean Specialty Intellectual Property Services, L.P., a Delaware limited partnership

, 2005

Dear Dean Foods Stockholder:

I am pleased to inform you that our Board of Directors has approved the distribution of the common stock of TreeHouse Foods, Inc., our indirect, majority-owned subsidiary, to our stockholders. At the time of the distribution, TreeHouse will own the business currently conducted by our Specialty Foods Group segment, in addition to the *Mocha Mix* ® non-dairy liquid creamer and *Second Nature* ® liquid egg substitute businesses currently conducted by our WhiteWave Foods segment and the foodservice salad dressings businesses currently conducted by our Dairy Group and WhiteWave Foods segments. The distribution will create an independent, publicly traded private label and regionally branded food manufacturing company with approximately 1,800 employees and estimated 2005 net sales of over $700 million.

On January 27, 2005, we engaged an experienced and proven management team headed by Sam K. Reed, former CEO of Keebler Foods Company, to lead TreeHouse as an independent public company. In conjunction with their employment, the new management team purchased approximately 1.7% of the outstanding common stock of TreeHouse for an aggregate purchase price of $10.0 million. Following the distribution, this management team will own approximately 1.7% of the TreeHouse common stock, excluding certain awards of restricted stock, stock options and restricted stock units that they will be entitled to receive shortly after the distribution, as more fully described in the enclosed information statement. Dean Foods and its subsidiaries will not own any TreeHouse common stock following the distribution.

We have received a ruling from the U.S. Internal Revenue Service that the distribution of TreeHouse stock will not be taxable to us or our stockholders for U.S. federal income tax purposes. The distribution of TreeHouse's stock is scheduled to occur on , 2005. If you hold Dean Foods common stock at 5:00 p.m., New York City time, on the record date for the distribution, which is , 2005, you will receive a dividend of share[s] of TreeHouse common stock for every share[s] of Dean Foods common stock that you hold on that date. The dividend will be made in book-entry form. A book-entry account statement reflecting your ownership of shares of common stock of TreeHouse will be mailed to you, or your brokerage account will be credited with the shares, on or about , 2005. You will not receive a stock certificate representing your interest in TreeHouse unless you request one from The Bank of New York Company, Inc. in its capacity as transfer agent for TreeHouse after the distribution date. You are not required to take any other action to receive your TreeHouse common stock.

The distribution of TreeHouse will provide both Dean Foods and TreeHouse with exciting opportunities and benefits. The distribution will allow us to concentrate our resources on our dairy and branded products businesses and will allow TreeHouse to focus its attention and resources on expanding the TreeHouse product platform.

Following the distribution, our common stock will continue to trade on the New York Stock Exchange under the symbol "DF." TreeHouse has applied to list its common stock on the New York Stock Exchange under the symbol "THS."

The enclosed information statement, which is being mailed to all Dean Foods stockholders, describes the distribution in detail and contains important information about TreeHouse, including financial statements.

We look forward to your continued support as a stockholder in both Dean Foods and TreeHouse.

Sincerely,

Gregg L. Engles
Chairman of the Board and Chief Executive Officer
Dean Foods Company

, 2005

Dear TreeHouse Foods, Inc. Shareholder:

Welcome to our new company! Although "new", we are a private label food manufacturer whose roots trace back to the founding of Alart and McGuire Company in 1862. Since that date, we have grown to $700 million in estimated 2005 net sales in pickles, non-dairy powdered creamer and other shelf stable and refrigerated products. As a standalone entity, *TreeHouse* will be focused primarily on private label, regionally branded and industrial products in the retail grocery and foodservice channels.

We are well positioned for profitable growth in our core pickle product and non-dairy powdered creamer categories in both the retail grocery and foodservice channels of distribution. Our shelf stable products business offers an excellent platform upon which to build future growth. We expect that this growth will be fueled by a combination of product, quality, value and service that fulfills our customers' needs and is tailored to their business systems.

We expect to grow through both internal development and acquisition. In doing so, we intend to expand the core platform into complementary dry grocery product categories. We will also consider new distribution systems, such as frozen and refrigerated. Additionally, our non-dairy powdered creamer business has an important and growing presence in the industrial market.

Our strategy is based upon the following propositions:

- Private label food and beverage is a $38 billion sector that has grown at approximately twice the pace of branded products over the past six years.
- Foodservice channels now account for approximately 50% of total food industry sales and continue to gain share from grocery and other retail channels.
- Consumer needs and customer demands for improved quality, value, availability and service should favor private label food manufacturers with low cost production, a responsive supply chain, a trusted reputation and excellent execution.
- The fragmented private label and foodservice manufacturing industries should continue to consolidate, as greater scale and national distribution are required to compete.

We believe that *TreeHouse* is ideally suited to address the challenges and seize the opportunities posed by these long-term trends and strategic developments. Our mission will be to create superior value for our customers, their consumers and you, our shareholder, through a combination of superb quality, service, innovation and execution.

TreeHouse will include approximately 1,800 employees based in 11 manufacturing facilities dedicated solely to our new business. The Company will maintain its principal business operations in Green Bay, Wisconsin and establish its corporate headquarters in the Chicago, Illinois area. The opportunity to pursue their own destiny as an independent company has greatly energized our experienced and dedicated workforce, who are determined to merit the Company's motto — "Supplier of Choice" — with every customer we serve. The skill and loyalty of these employees, many of whom we expect to be your fellow shareholders, are the foundation upon which we will build the promising future of *TreeHouse.*

We have filed an application to list our common stock on the New York Stock Exchange under the symbol “THS”. We expect that your new stock will begin trading later this month and the distribution will be completed shortly thereafter.

All of us, at *TreeHouse* , both old and new, invite you to learn more about our new company by reading the enclosed information statement. We look forward to updating you on our progress as we pursue our corporate vision and mission. We would like to thank you in advance for your support as a stockholder in TreeHouse Foods, Inc.

Sincerely,

Sam K. Reed
Chairman of the Board and Chief Executive Officer

Subject to Completion dated June 9, 2005

INFORMATION STATEMENT

Common Stock

($0.01 Par Value Per Share)

We are providing this information statement to you as a stockholder of Dean Foods Company, which we refer to as "Dean Foods." We are currently an indirect, majority-owned subsidiary of Dean Foods. The Board of Directors of Dean Foods has authorized the distribution of all of the shares of our common stock held by Dean Foods to its stockholders by means of a share dividend. These shares represent approximately 98.3% of our outstanding common stock. The remaining approximately 1.7% of our common stock is held by our senior management team, Sam K. Reed, David B. Vermylen, E. Nichol McCully, Thomas E. O'Neill and Harry J. Walsh. We refer to these individuals as the "management investors." This amount excludes certain awards of restricted stock, stock options and restricted stock units that the management investors will be entitled to receive shortly after the distribution. See "Executive Compensation." Immediately prior to the distribution, Dean Foods will transfer to us the business currently conducted by its Specialty Foods Group segment, in addition to its *Mocha Mix* ®, *Second Nature* ® and foodservice salad dressings businesses. Dean Foods and its subsidiaries will not own any of our shares following the distribution, and we will be an independent public company. See "The Distribution."

Dean Foods has received a ruling from the U.S. Internal Revenue Service, which we refer to as the "IRS", that the distribution of our common stock will not be taxable to Dean Foods or Dean Foods' stockholders for U.S. federal income tax purposes.

We expect that the distribution will be made on or about , 2005. The record date for the distribution is , 2005. For every share[s] of Dean Foods common stock held by you as of 5:00 p.m., New York City time, on the record date, you will receive share[s] of our common stock. If as a result of the foregoing ratio you would be entitled to a fraction of a share of our common stock, you will receive cash in lieu of a fractional share interest, which generally will be taxable. See "The Distribution — Material U.S. Federal Income Tax Consequences of the Distribution." Each share of our common stock also will be accompanied by the right to receive one share of Series A Junior Participating Preferred Stock, which we refer to as a "preferred stock purchase right." You do not have to vote or take any other action to receive your shares of our common stock or your preferred stock purchase right. You will not be required to surrender your Dean Foods shares or to pay anything, other than any taxes due in respect of cash received in lieu of fractional share interests.

Our shares will be distributed by book entry, which means that a book-entry account statement reflecting your ownership of whole shares of our common stock will be mailed to you, or your brokerage account will be credited for the shares, on or about , 2005. The number of Dean Foods shares that you own will not change as a result of the distribution.

There is no current trading market for our common stock. However, a "when-issued" trading market likely will develop prior to completion of the distribution. We have applied to list our common stock on the New York Stock Exchange under the symbol "THS." See "The Distribution — Listing and Trading of Our Common Stock."

In reviewing this information statement and evaluating the benefits and risks of holding or disposing of the shares of our common stock you will receive in the distribution, you should carefully consider the risk factors beginning on page 10 of this information statement.

No stockholder approval of the distribution of our common stock is required or sought. We are not asking you for a proxy and you are requested not to send us a proxy.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this information statement is truthful or complete. Any representation to the contrary is a criminal offense.

This information statement is not an offer to sell, or a solicitation of an offer to buy, any securities.

The date of this information statement is , 2005.

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SUMMARY

The following summary contains certain information from this information statement. It does not contain all the details concerning the distribution of our common stock. To better understand the distribution and our business and financial position, you should carefully review this entire information statement.

We are a newly formed entity that will have no business operations until the distribution. All of the historical assets, liabilities, sales, expenses, income, cash flows, products, businesses and activities of our business that we describe in this information statement as "ours" are in fact the historical assets, liabilities, sales, expenses, income, cash flows, products, businesses and activities of the businesses to be transferred to us by Dean Foods in connection with the distribution. References in this information statement to "TreeHouse," "we," "our" and "us" mean TreeHouse Foods, Inc. and its subsidiaries on a pro forma basis as if the distribution has already been completed. References in this information statement to "Dean Foods" mean Dean Foods Company and its subsidiaries, other than TreeHouse, unless the context otherwise requires. Our historical financial results as part of Dean Foods contained in this information statement will not reflect our financial results in the future as an independent company or what our financial results would have been had we been operated as a separate, independent company during the periods presented.

Following the distribution, we will be an independent public company and Dean Foods will have no continuing stock ownership in us.

Our Company

We are a food manufacturer servicing primarily the retail grocery and foodservice channels. Our products include pickles and related products, such as peppers and relishes; non-dairy powdered creamer used as coffee creamer and as an ingredient in certain other food products; and other food products, such as aseptic cheese sauces and puddings. We manufacture and sell:

- private label products to retailers, such as supermarkets and mass merchandisers, for resale under the retailers' own or controlled labels;
- private label and branded products to the foodservice industry, including foodservice distributors and national restaurant operators;
- branded products under our own proprietary brands, primarily on a regional basis to retailers; and
- products to our industrial customer base, including for repackaging in portion control packages and for use as an ingredient by other food manufacturers.

We believe we are the largest manufacturer of pickles and non-dairy powdered creamer in the United States based upon total sales volumes. We also are the leading retail supplier of private label pickles and private label non-dairy powdered creamer in the United States. In 2004, private label products, which compete with branded products on the basis of equivalent quality at a lower price, represented approximately one-third of all pickle products and approximately one-half of all non-dairy powdered creamer sold in the retail grocery channel in the United States.

We sell our products primarily to the retail grocery and foodservice channels. For the year ended December 31, 2004, sales to the retail grocery and foodservice channels represented approximately 50% and 30%, respectively, of our combined net sales. The remaining approximately 20% represented sales to other food manufacturers. A majority of our sales are private label products.

Our business has two reportable segments: pickles and non-dairy powdered creamer. We also manufacture and sell other food products, as described more fully below.

In 2004, approximately 49% of our combined net sales were in our pickles segment and approximately 35% were in our non-dairy powdered creamer segment. The remaining approximately 16% were attributable to sales of our other food products.

Pickles. We produce pickles, peppers, relishes and related products at six of our production facilities. Our products include whole pickles, sliced pickles, pickle relish, peppers and other products in a variety of flavor formulations. We supply private label pickles to supermarkets and mass merchandisers across the United States. We also sell pickle products to foodservice customers, including relish and hamburger pickle slices. In addition, we sell pickle products under our own brands, including *Farmans* ®, *Nalley's* ®, *Peter Piper* ® and *Steinfeld* ™, that have a regional following in certain areas of the country. Our pickles segment also sells sauces and syrups to retail grocers in the Eastern, Midwestern and Southeastern United States under our proprietary *Bennett's* ®, *Hoffman House* ® and *Roddenberry's* ® *Northwoods* ® brand names.

Non-Dairy Powdered Creamer. We produce non-dairy powdered creamer at three of our production facilities. Non-dairy powdered creamer is primarily used as coffee creamer or whitener. It is also used as an ingredient in baking, beverage and gravy mixes and similar products. We sell non-dairy powdered creamer under private labels and under our proprietary *Cremora* ® brand to the retail grocery and foodservice markets. We also sell non-dairy powdered creamer to our industrial customer base for repackaging in portion control packages and for use as an ingredient by other food manufacturers.

Other Food Products. We also produce aseptic cheese sauces and puddings for the foodservice market. Aseptic cheese sauces and puddings are processed under heat and pressure in a sterile environment, creating a product that does not require refrigeration prior to use. We have one production facility devoted to the manufacture of aseptic products.

Other food products that we manufacture and sell include *Mocha Mix* ®, a non-dairy liquid creamer, *Second Nature* ®, a liquid egg substitute, and salad dressings sold in foodservice channels. All of these products are refrigerated and historically have been manufactured by Dean Foods at three separate production facilities. In connection with the distribution, production of these items will be transitioned into a single production facility that will be transferred to us. *Mocha Mix* ® and *Second Nature* ® are branded products sold to retail customers.

Most of our products have long shelf lives and are shipped from our production facilities directly to customers or to our distribution centers, where products are consolidated for shipment to customers.

See "Our Business and Properties — Our Products" for a detailed description of our reportable segments and other food products.

We were incorporated under the laws of the State of Delaware on January 25, 2005. After the distribution, our principal executive offices will be located at , Chicago, Illinois, and our telephone number will be . We will maintain a website at . We will post on this site all reports we file with the SEC and our key corporate governance documents, including our board committee charters, our corporate governance guidelines and our code of business conduct and ethics, as well as all reports our executive officers file with the SEC under Section 16 of the Securities Exchange Act of 1934, as amended. Information on our website is not, however, a part of this information statement.

The distribution of shares of our common stock will be effective on the distribution date. No vote of the stockholders of Dean Foods is required to approve the distribution.

Questions and Answers about TreeHouse and the Distribution

What is TreeHouse?	We are a food manufacturing company servicing primarily the retail grocery and foodservice channels. Our products include pickles, non-dairy powdered creamer and other food products. For more information on our business and products, see "Our Business and Properties."

Why is Dean Foods separating our business and distributing our stock?	The Board of Directors of Dean Foods has determined that the separation of our business from Dean Foods is in the best interests of Dean Foods and its stockholders and will provide each company with certain opportunities and benefits. For example, the planned separation has already enabled us to attract a senior management team, led by Sam K. Reed, to manage TreeHouse as an independent public company after the distribution. In addition, the separation will allow us to develop incentive programs to better attract and retain current and future employees through the use of stock-based and performance-based incentive plans that more directly link their compensation with our financial performance. Moreover, we anticipate that our only outstanding long-term debt at the time of the distribution will be our capital lease obligations and borrowings necessary to pay the transaction-related expenses associated with the distribution, and we expect to have sufficient financing capacity for rapid growth. We also will be able to invest any excess cash flow from our business into the growth of our own business, and we will have direct access to the capital markets. In addition, the separation will allow each company to better focus its resources on its own distinct businesses and business challenges so that each can pursue the most appropriate long-term growth opportunities and business strategies. See "The Distribution — Background and Reasons for the Distribution."
How will the separation and distribution work?	The separation and distribution will be accomplished through a series of transactions. First, the assets and liabilities of Dean Foods' Specialty Foods Group, *Mocha Mix* ®, *Second Nature*® and foodservice salad dressings businesses will be transferred to us. Then, our common stock held by Dean Foods will be distributed to Dean Foods stockholders on a pro rata basis as a dividend.
Why is the separation of TreeHouse and Dean Foods structured as a distribution?	Dean Foods' Board of Directors believes that a tax-free distribution of shares of TreeHouse offers Dean Foods and its stockholders the greatest long-term value and is the most tax efficient way to separate the companies.
What indebtedness will TreeHouse have immediately after the distribution?	At the time of the distribution, we do not anticipate having any long-term debt outstanding other than capital lease obligations and borrowings necessary to pay the transaction-related expenses associated with the distribution. We expect to enter into a $400 million unsecured revolving credit facility with a group of major financial institutions to provide for both our short-term and long-term financing needs. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources." In the future, we may enter into additional financing arrangements and/or raise capital through debt and/or equity issuances.
What will our relationship be with Dean Foods after the distribution?	Dean Foods and TreeHouse will be independent, publicly owned companies. However, Gregg L. Engles, Chief Executive Officer and Chairman of the Board of Dean Foods, is one of our seven directors and may have influence over the activity of our Board of Directors. In addition, we will enter into certain agreements

	with Dean Foods to define our ongoing relationship after the distribution. These agreements will define responsibility for obligations arising before and after the distribution date, including tax matters, transition services (including employee benefits administration and payroll, information technology and other administrative services), trademark licenses, shared customer and supply contracts, and arrangements concerning certain of our production facilities. For additional information, see "Our Relationship with Dean Foods After the Distribution."
How will we be managed?	Sam K. Reed is Chairman of our Board of Directors and Chief Executive Officer. He has over 27 years of experience in the food manufacturing industry. He is supported by an experienced management team that includes David B. Vermylen, President and Chief Operating Officer, E. Nichol McCully, Senior Vice President and Chief Financial Officer, Thomas E. O'Neill, Senior Vice President, General Counsel and Chief Administrative Officer, and Harry J. Walsh, Senior Vice President of Operations. We refer to these individuals as the "management investors." Our Board of Directors consists of seven members (including our Chief Executive Officer and Mr. Engles, Chief Executive Officer and Chairman of the Board of Dean Foods), a majority of whom are independent. For more information, see "Management."
When will the distribution occur?	We expect that Dean Foods will distribute the shares of our common stock that it owns on , 2005 to holders of record of Dean Foods common stock on the record date.
What is the record date for the distribution?	, 2005.
Can Dean Foods decide to cancel the distribution even if all the conditions have been met?	Yes. The distribution is conditioned upon satisfaction or waiver of certain conditions. See "The Distribution — Distribution Conditions." Dean Foods has the right to terminate the distribution agreement even if all of these conditions are met. However, if Dean Foods exercises its right to terminate the distribution agreement, Dean Foods may be required to pay certain termination fees and/or repurchase the TreeHouse common stock from the management investors pursuant to the stockholders agreement. See "Our Relationship with Dean Foods After the Distribution — Stockholders Agreement." In addition, if Dean Foods causes us to terminate the employment agreements of the management investors under such circumstances, we will be required to pay severance to the management investors pursuant to the terms of their employment agreements. See "Executive Compensation — Employment Agreements — General."
What do I have to do to participate in the distribution?	Nothing. You are not required to take any action to receive our common stock in the distribution. No vote by the Dean Foods stockholders is needed to effect the distribution. If you own shares of Dean Foods common stock as of 5:00 p.m., New York City time, on the record date, a book-entry account statement reflecting your ownership of our shares of common stock will be

	mailed to you, or your brokerage account will be credited for the shares, on or about , 2005. You should not mail in Dean Foods common stock certificates to receive our common stock.
How many shares of common stock will I receive?	Dean Foods will distribute share[s] of our common stock for every share[s] of Dean Foods common stock you own as of 5:00 p.m., New York City time, on the record date. For example, if you own share[s] of Dean Foods common stock on the record date, you will receive share[s] of our common stock in the distribution. Based on approximately shares of Dean Foods common stock that we expect to be outstanding on the record date, and the distribution ratio for the distribution, Dean Foods will distribute a total of approximately shares of our common stock. Delivery of a share of our common stock in connection with the distribution also will constitute the delivery of the preferred stock purchase right associated with the share. The existence of the preferred stock purchase rights may deter a potential acquiror from making a hostile takeover proposal or a tender offer. For a more detailed discussion of these rights, see "Description of Our Capital Stock — Rights Agreement."
Will Dean Foods distribute fractional shares?	No. In lieu of fractional shares of our common stock, stockholders of Dean Foods will receive cash. Fractional shares you would otherwise be entitled to receive will be aggregated and sold in the public market by the distribution agent. The aggregate net cash proceeds of these sales will be distributed ratably to those stockholders who would otherwise have received fractional shares of our common stock in accordance with their fractional share interests. If you own fewer than shares of Dean Foods common stock on the record date, you will not receive any shares of our common stock in the distribution, but you will receive cash in lieu of fractional shares. The receipt of cash in lieu of fractional shares will generally be taxable to the recipient stockholders. For more information, see "The Distribution — Manner of Effecting the Distribution" and "The Distribution — Material U.S. Federal Income Tax Consequences of the Distribution."
Does TreeHouse have any shares of any other classes of capital stock issued and outstanding?	No. Immediately after the distribution, there will not be any shares of any other classes of capital stock issued and outstanding other than common stock and associated preferred stock purchase rights. However, TreeHouse is authorized to issue additional shares of its common stock and up to 10,000,000 shares of preferred stock.
What is book-entry?	The book-entry system allows registered owners to hold their shares without the need for physical stock certificates. Holding shares in book-entry form eliminates the problems associated with paper certificates, such as storage and safety of certificates, and the requirement for physical movement of stock certificates at the time of sale or transfer of ownership. You will not receive

	a stock certificate unless you request one from our transfer agent after the distribution.
Is the distribution taxable for U.S. federal income tax purposes?	Dean Foods has received a ruling from the IRS to the effect that the distribution will be tax-free to Dean Foods and to its U.S. common stockholders, except with respect to cash paid in lieu of fractional shares. See "The Distribution — Material U.S. Federal Income Tax Consequences of the Distribution" for a more complete discussion of the U.S. federal income tax consequences of the distribution to Dean Foods stockholders.
How will the distribution affect my tax basis in Dean Foods common stock?	Your tax basis in your Dean Foods common stock will be allocated between the Dean Foods common stock and our common stock received in the distribution in proportion to their relative fair market values on the date of the distribution. For example, if you own shares of Dean Foods common stock having an aggregate fair market value of $ immediately following the distribution and you receive shares of our common stock having an aggregate fair market value of $ immediately following the distribution, then % (/) of your tax basis in each share of your Dean Foods common stock will be allocated to such share of Dean Foods common stock and the remaining % (/) of your tax basis in such share of your Dean Foods common stock will be allocated to your shares (or fraction of a share) of our stock received with respect to such share of your Dean Foods common stock. Within a reasonable time after the distribution is completed, Dean Foods will provide to U.S. taxpayers information to enable them to compute their tax basis in each of Dean Foods and our common stock and other information they will need to report their receipt of our common stock on their 2005 U.S. federal income tax return as a tax-free transaction. See "The Distribution — Material U.S. Federal Income Tax Consequences of the Distribution" for a more complete description of the effects of the distribution on your tax basis.
Will I be paid any dividends on TreeHouse common stock?	We presently intend to retain future earnings, if any, to finance the expansion of our business. As a result, we do not expect to pay any cash dividends in the foreseeable future. All decisions regarding the payment of dividends by our company will be made by our Board of Directors from time to time in accordance with applicable law after taking into account various factors, including our financial condition, operating results, current and anticipated cash needs, plans for expansion and possible loan covenants which may restrict or prohibit our payment of dividends.
What if I want to sell my Dean Foods shares or my TreeHouse shares?	You should consult with your own financial advisors, such as your stockbroker, bank or tax advisor. Dean Foods does not make recommendations on the purchase, retention or sale of shares of Dean Foods common stock or TreeHouse common stock. If you do decide to sell any shares, you should make sure your stockbroker, bank or other nominee understands whether you

	want to sell your Dean Foods common stock or your TreeHouse common stock, or both. The following answer may be helpful in discussions with your stockbroker, bank or other nominee.
Where will I be able to trade shares of TreeHouse common stock?	There is not currently a public market for our common stock. We have applied to list our common stock on the New York Stock Exchange under the symbol "THS." We anticipate that trading in shares of our common stock will begin on a "when-issued" basis on or around the record date and before the distribution date, and "regular way" trading will begin on the first trading day after the distribution date. "When- issued" trading in the context of a distribution refers to a transaction effected on or before the distribution date and made conditionally because the securities of the spun off entity have not yet been distributed. When-issued trades generally settle within four trading days after the distribution date. On the first trading day following the distribution date, any when-issued trading in respect of our common stock will end and regular way trading will begin. "Regular way" trading refers to trading after the security has been distributed and typically involves a trade that settles on the third full trading day following the date of the sale transaction. If trading does begin on a "when-issued" basis, you may purchase or sell our common stock after that time, but your transaction will not settle until after the distribution date. Shares of our common stock generally will be freely tradable after the distribution date.
If I sell, on or before the distribution date, shares of Dean Foods common stock that I held on the record date, am I still entitled to receive shares of TreeHouse common stock distributable with respect to the shares of Dean Foods common stock I sold?	No. If you own shares of Dean Foods common stock on the record date and thereafter sell those shares regular way on or prior to the distribution date, you also will be selling your entitlement to the shares of our common stock that would have been distributed to you in the distribution with respect to the shares of Dean Foods common stock you sell.
What will happen to outstanding Dean Foods options and restricted stock units?	Upon the distribution, the Compensation Committee of the Board of Directors of Dean Foods will adjust all outstanding options to purchase shares of Dean Foods common stock and restricted stock units to reflect the distribution, as permitted by the applicable Dean Foods equity incentive plans. The purpose of the adjustment will be to ensure that the stock options and restricted stock units outstanding at the date of the distribution have the same value before and after the distribution. See "The Distribution — Effect of the Distribution on Dean Foods' Outstanding Stock Options and Restricted Stock Units."
What will happen to outstanding Dean Foods options and restricted stock units held by Dean Foods employees who become our employees?	All options to purchase shares of Dean Foods common stock and restricted stock units held by Dean Foods employees who become TreeHouse employees will be adjusted as described above. In addition, all such options will vest and shall remain exercisable until the 60th day following the date of distribution (unless sooner cancelled in accordance with the applicable option agreement), and all such restricted stock units shall vest and shall remain subject to the terms and conditions of the applicable restricted stock unit agreement.

	For a description of the treatment of certain options held by Mr. Engles, who is a non-employee member of our Board of Directors, see "The Distribution — Effect of the Distribution on Dean Foods' Outstanding Stock Options and Restricted Stock Units" and "Our Relationship with Dean Foods After the Distribution — Mr. Engles."
Will Dean Foods retain any ownership interest in TreeHouse after the distribution?	No. Dean Foods will not own any shares of TreeHouse common stock after the distribution and TreeHouse will not own any shares of Dean Foods common stock after the distribution.
Who owns that portion of TreeHouse stock that Dean Foods does not own?	On January 27, 2005, TreeHouse sold shares of common stock to the management investors, who purchased approximately 1.7% of the outstanding common stock of TreeHouse, for an aggregate purchase price of $10.0 million. After the distribution is complete, the management investors will continue to own approximately 1.7% of TreeHouse common stock, excluding certain awards of restricted stock, stock options and restricted stock units that they will be entitled to receive shortly after the distribution, as described more fully under "Executive Compensation."
Will the number of Dean Foods shares I own change as a result of the distribution?	No. The number of shares of Dean Foods common stock you own will not change as a result of the distribution.
What will happen to the listing of Dean Foods common stock?	Nothing. Dean Foods common stock will continue to be traded on the New York Stock Exchange under the symbol of "DF."
Will the distribution affect the market price of my Dean Foods shares?	Yes. As a result of the distribution, we expect the trading price of Dean Foods shares immediately following the distribution to be lower than immediately prior to the distribution because the trading price should no longer reflect the value of the businesses Dean Foods will transfer to us. The Specialty Foods Group, *Mocha Mix* ®, *Second Nature* ® and foodservice salad dressings businesses that Dean Foods will transfer to us represented approximately 6.6% of Dean Foods' consolidated net sales for the year ended December 31, 2004. Furthermore, until the market has fully analyzed the operations of Dean Foods without these businesses, the price of Dean Foods shares may fluctuate significantly. In addition, the combined trading prices of Dean Foods common stock and TreeHouse common stock after the distribution may be less than the trading price of Dean Foods common stock prior to the distribution. See "The Distribution — Listing and Trading of Our Common Stock."
Do I have appraisal rights?	No. Holders of Dean Foods common stock have no appraisal rights under applicable law in connection with the distribution.
Are there risks to owning TreeHouse common stock?	Yes. Our business is subject to both general and specific business risks relating to our operations. In addition, our separation from Dean Foods presents risks relating to being an independent public company for the first time as well as risks relating to the nature of the distribution transaction itself. These risks are described in the "Risk Factors" section of this information statement. We encourage you to read that section carefully.

Whom do I contact for information regarding you and the distribution?	Before the distribution, you should direct inquiries relating to the distribution to: Dean Foods Company 2515 McKinney Avenue, Suite 1200 Dallas, TX 75201 Attention: Investor Relations (214) 303-3400 After the distribution, you should direct inquiries relating to an investment in our common stock to: After the distribution, the transfer agent and registrar for our common stock will be: The Bank of New York Company, Inc. 101 Barclay Street — 12E New York, NY 10286 Toll free Shareholder Services line: 1-866-557-8698 Email: shareholder-svcs@bankofny.com

RISK FACTORS

You should carefully consider each of the following risks and all of the other information contained in this information statement. Some of the risks described below relate principally to our business and the industry in which we operate, while others relate principally to the distribution and our separation from Dean Foods. The remaining risks relate principally to the securities markets generally and ownership of our common stock.

Our business, financial condition, results of operations or liquidity could be materially adversely affected by any of these risks, and, as a result, the trading price of our common stock could decline.

Risks Related to Our Business and Industry

Because we are dependent upon a limited number of customers, the loss of a significant customer could adversely affect our operating results.

A relatively limited number of customers accounts for a large percentage of our combined net sales. For the year ended December 31, 2004, our largest customer, Wal-Mart (including its subsidiaries, such as Sam's Club), represented approximately 10.1% of our combined sales and approximately 21.8% of our non-dairy powdered creamer segment's sales. During the same period, our five largest customers represented approximately 31.0% of our combined sales. For the year ended December 31, 2004, our pickles segment's five largest customers represented approximately 33.5% of that segment's sales. During the same period, an affiliate of Sysco Corporation represented approximately 17.7% of sales attributable to our other food products group.

These percentages may increase if the recent trends of consolidation in the retail grocery and foodservice industries continue. We expect that a significant portion of our net sales will continue to be derived from a small number of customers. These customers typically do not enter into written contracts, and the contracts that they do enter into generally are terminable at will. Our customers make purchase decisions based on a combination of price, product quality and customer service performance. If our product sales to one or more of these customers are reduced, this reduction may have a material adverse effect on our business, results of operations and financial condition. The bankruptcy of a large foodservice customer and the loss of a retail chain customer in 2004, for example, contributed to declines in sales to retail customers and a subsequent 3.8% decrease in net sales in our pickles segment over the previous year. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Results of Continuing Operations — Year Ended December 31, 2004 Compared to Year Ended December 31, 2003." Loss of a significant customer also could adversely affect our reputation.

Increases in input costs, such as raw materials, packaging materials and fuel costs, could adversely affect us.

We were adversely affected by rising input costs during 2004, and we expect our financial results to continue to be adversely affected by high input costs in 2005.

The most important raw material that we use in our pickle operations is cucumbers. We purchase cucumbers under seasonal grower contracts with a variety of growers strategically located to supply our production facilities. Bad weather or disease in a particular growing area can damage or destroy the crop in that area, which would impair crop yields. If we are not able to buy cucumbers from one of our local suppliers, we likely either would purchase cucumbers from foreign sources, such as Mexico or India, or ship cucumbers from other growing areas in the United States, thereby increasing our production costs, which most likely would have an adverse effect on our results of operations. In many cases we are unable to adjust quickly our pricing to reflect changes in raw material costs. If we are unable to increase our prices to offset increased costs as a result of consumer sensitivity to pricing or otherwise, we most likely would experience reduced margins and profitability.

The costs of other raw materials as well as packaging materials and fuel have varied widely in recent years and future changes in such costs may cause our results of operations and our operating

margins to fluctuate significantly. Many of the raw materials that we use in our products rose to unusually high levels during 2004, including soybean oil, casein, cheese and packaging materials. In addition, fuel costs, which represent the most important factor affecting utility costs at our production facilities and our transportation costs, are currently at very high levels. Prices for many of these raw materials and packaging materials and for fuel are expected to remain high and in some cases increase in 2005. Increases in the costs of raw materials, packaging materials and fuel could have a material adverse effect on our operating profit and margins unless and until we are able to pass the increased cost along to our customers. Changes in the prices of our products may lag behind changes in the costs of our materials. Competitive pressures also may limit our ability to raise prices in response to increased raw materials, packaging material and fuel costs. Accordingly, we do not know whether, or the extent to which, we will be able to offset these cost increases with increased product prices. In addition, certain input requirements, such as glass used in packaging, are available only from a limited number of suppliers.

Our private label and regionally branded products may not be able to compete successfully with nationally branded products.

In sales of private label products to retailers, the principal competitive factors are price, product quality and quality of service. In sales of private label products to consumers, the principal competitive factors are price and product quality. In many cases, competitors with nationally branded products have a competitive advantage over private label products primarily due to name recognition. In addition, when branded competitors focus on price and promotion, the environment for private label producers becomes more challenging because the price difference between private label products and branded products can become less meaningful.

Competition to obtain shelf space for our branded products with retailers generally is based on the expected or historical performance of our product sales relative to our competitors. The principal competitive factors for sales of our branded products to consumers are brand recognition and loyalty, product quality and price. Most of our branded competitors have significantly greater resources and brand recognition than we do.

Competitive pressures or other factors could cause us to lose market share, which may require us to lower prices, increase marketing and advertising expenditures, or increase the use of discounting or promotional campaigns, each of which would adversely affect our margins and could result in a decrease in our operating results and profitability.

The consolidation trend among our customer base could adversely affect our profitability.

The consolidation trend is continuing in the retail grocery and foodservice industries, and mass merchandisers are gaining market share. As this trend among grocery retailers continues and our retail customers, including mass merchandisers, grow larger and become more sophisticated, these retailers may demand lower pricing and increased promotional programs from product suppliers. If we are not selected by these retailers for most of our products or if we fail to effectively respond to their demands, our sales and profitability could be adversely affected. Furthermore, some of our large customers may seek more favorable terms for their purchases of our products. Sales to our large customers on terms less favorable than existing terms could have an adverse effect on our profitability. In addition, we have been subject to a number of competitive bidding situations over the last few years, which have resulted in margin erosion on sales to several customers, including some large customers. In bidding situations we are subject to the risk of losing certain customers altogether. Loss of any of our largest customers could have an adverse impact on our financial results.

Because our management team is new to the company, we may not be able to execute our business strategy successfully.

Our senior management team joined our company on January 27, 2005. Their extensive experience in the food manufacturing industry does not include prior experience with our company or the

products we manufacture and sell. As a result, our senior management team may not be able to develop and implement an effective business strategy to optimize and grow our current business.

We may be unsuccessful in our future acquisition endeavors, if any, which may have an adverse effect on our business.

Consistent with our stated strategy, our future growth rate depends, in large part, on our acquisition of additional food manufacturing businesses, products or processes. As a result, we intend to engage in acquisition activity. We may be unable to identify suitable targets, opportunistic or otherwise, for acquisition or make acquisitions at favorable prices. If we identify a suitable acquisition candidate, our ability to successfully implement the acquisition would depend on a variety of factors including our ability to obtain financing on acceptable terms. In addition, restrictions contained in the tax sharing agreement will restrict our ability to make acquisitions using our equity securities for two years following the distribution.

Acquisitions involve risks, including those associated with integrating the operations, financial reporting, disparate technologies and personnel of acquired companies; managing geographically dispersed operations; the diversion of management's attention from other business concerns; the inherent risks in entering markets or lines of business in which we have either limited or no direct experience; unknown risks; and the potential loss of key employees, customers and strategic partners of acquired companies. We may not successfully integrate any businesses or technologies we may acquire in the future and may not achieve anticipated revenue and cost benefits. Acquisitions may be expensive, time consuming and may strain our resources. Acquisitions may not be accretive to our earnings and may negatively impact our results of operations as a result of, among other things, the incurrence of debt, one-time write-offs of goodwill and amortization expenses of other intangible assets. In addition, future acquisitions that we may pursue could result in dilutive issuances of equity securities.

We may be unable to anticipate changes in consumer preferences, which may result in decreased demand for our products.

Our success depends in part on our ability to anticipate the tastes and eating habits of consumers and to offer products that appeal to their preferences. Consumer preferences change from time to time, and our failure to anticipate, identify or react to these changes could result in reduced demand for our products, which would adversely affect our operating results and profitability.

We may be subject to product liability claims for misbranded, adulterated, contaminated or spoiled food products.

We sell food products for human consumption, which involve risks such as:

- product contamination or spoilage;
- misbranding;
- product tampering; and
- other adulteration of food products.

Consumption of a misbranded, adulterated, contaminated or spoiled product may result in personal illness or injury. We could be subject to claims or lawsuits relating to an actual or alleged illness or injury, and we could incur liabilities that are not insured or that exceed our insurance coverages. Even if product liability claims against us are not successful or fully pursued, these claims could be costly and time-consuming and may require management to spend time defending the claims rather than operating our business.

A product that has been actually or allegedly misbranded or becomes adulterated could result in:

- product withdrawals;
- product recalls;
- destruction of product inventory;
- negative publicity;
- temporary plant closings; and
- substantial costs of compliance or remediation.

Any of these events, including a significant product liability judgment against us, could result in a loss of confidence in our food products, which could have an adverse effect on our financial condition, results of operations or cash flows.

Compliance with recent government regulations relating to bioterrorism could increase our operating costs and adversely affect our profitability.

As a producer and marketer of food items we are subject to regulation by various federal, state and local governmental entities and agencies. Recently, the Bioterrorism Act of 2002 was enacted which includes regulations relating to the tracking and tracing of food products, including ingredients and raw materials, throughout the process of production. We will need to expend monetary and non-monetary resources in the future to maintain such compliance. In addition, future regulations by these entities or agencies could become more stringent. In each instance, continued compliance with these and any similar requirements could increase our operating costs and adversely affect our profitability in the future.

Loss of or inability to attract key personnel, such as our senior management team, could adversely affect our business.

Our success depends to a large extent on the skills, experience and performance of our key personnel. We depend particularly on the efforts of Mr. Reed. We have entered into employment agreements with five of our executives, including Mr. Reed, all of which provide for a three-year employment term, except for our agreement with Mr. McCully. Our employment agreement with Mr. McCully provides that he will serve initially in the position of chief financial officer for one year, and thereafter he will continue to serve as Vice President of Strategic Planning and Business Development. The loss of one or more of these persons could cause substantial disruption to our business. If we are unable to attract and retain a new chief financial officer and other key personnel, our ability to manage our overall operation and successfully implement our business strategy could be adversely affected. We do not maintain key man life insurance on any of our executive officers, directors or other employees.

Our business could be harmed by strikes or work stoppages by our employees.

Currently, approximately 63% of our full time distribution, production and maintenance employees are covered by collective bargaining agreements with the International Brotherhood of Teamsters or the United Food and Commercial Workers Union. If a dispute with one of these unions or the employees they represent were to arise, production interruptions caused by work stoppages could occur. If a strike or work stoppage were to occur, our business, financial condition and results of operations could be adversely affected.

Risks Related to the Distribution and Our Separation from Dean Foods

Our historical financial data is not representative of our results as a separate company and, therefore, will not be reliable as an indicator of our future performance.

The historical financial data we have included in this information statement presents the results of operations and financial position of the businesses to be transferred to us as they have historically been

operated by Dean Foods. Accordingly, this data may not be indicative of our future performance, nor does it reflect what our financial position and results would have been, had we operated as a separate, stand-alone entity during the periods presented. This is because, among other things:

- we have made certain adjustments detailed under the heading "Unaudited Pro Forma Condensed Combined Financial Statements" in this information statement, because Dean Foods did not account for us as, and we were not operated as, a single, stand-alone business; and
- the information does not reflect changes that we expect to occur in the future as a result of our separation from Dean Foods, including taxes, capital spending projects, employee and transitional services matters, the establishment of new offices, transitioning production in the City of Industry plant and certain ongoing annual incremental expenses such as marketing, research and development, and general expenses related to being a stand-alone public company.

We could incur significant tax liabilities if the distribution becomes a taxable event.

Dean Foods has received a private letter ruling from the IRS substantially to the effect that, for U.S. federal income tax purposes, the distribution of our common stock held by Dean Foods to its stockholders will qualify as a tax-free transaction under Section 355 of the Internal Revenue Code of 1986, as amended (the "Code"). Although a private letter ruling from the IRS generally is binding on the IRS, if the facts presented or representations made in the letter ruling request are untrue or incomplete in any material respect, the letter ruling could be retroactively revoked or modified by the IRS.

Furthermore, as described in "The Distribution — Material U.S. Federal Income Tax Consequences of the Distribution," the IRS will not rule on whether a distribution satisfies certain requirements for a Section 355 distribution. Therefore, in addition to obtaining the letter ruling from the IRS, Dean Foods and we expect to obtain at or around closing an opinion from the law firm of Wilmer Cutler Pickering Hale and Dorr LLP that the distribution will qualify as a transaction under Section 355 of the Code. The opinion will rely on the IRS letter ruling as to matters covered by the ruling. In addition, the opinion will be based on, among other things, certain assumptions and representations as to factual matters made by Dean Foods and us, which if incorrect or inaccurate in any material respect would jeopardize the conclusions reached by counsel in its opinion. The opinion will not be binding on the IRS or the courts, and the IRS or the courts may not agree with the opinion.

Notwithstanding receipt by Dean Foods of the private letter ruling and opinion of counsel, the IRS could assert that the distribution should be treated as a taxable event. If the IRS were successful in taking this position, our initial public stockholders and Dean Foods could be subject to significant U.S. federal income tax liability. In addition, even if the distribution otherwise were to qualify under Section 355 of the Code, it may be taxable to Dean Foods (but not to Dean Foods stockholders) under Section 355(e) of the Code, if the distribution were later deemed to be part of a plan (or series of related transactions) pursuant to which one or more persons acquire directly or indirectly stock representing a 50 percent or greater interest in Dean Foods or us. For this purpose, any acquisitions of Dean Foods stock or of our common stock within the period beginning two years before the distribution and ending two years after the distribution are presumed to be part of such a plan, although we or Dean Foods may be able to rebut that presumption. For a more complete discussion of the U.S. federal income tax consequences of the distribution, see "The Distribution — Material U.S. Federal Income Tax Consequences of the Distribution."

Although the taxes resulting from a taxable distribution generally would be imposed on Dean Foods and its stockholders, we would in certain circumstances be liable under the tax sharing agreement for all or a portion of Dean Foods' taxes resulting from the distribution being taxable. See "Our Relationship with Dean Foods After the Distribution — Tax Sharing Agreement" for a more detailed discussion of the tax sharing agreement between Dean Foods and us. If we were to become liable for such taxes, it would have a material adverse effect on our financial condition and results of operations.

In connection with transitioning the operations of Mocha Mix®, Second Nature® and our salad dressings business into one production facility, we may incur unexpected costs or lose customers or sales, which could have an adverse effect on our financial results.

Upon the distribution, we will assume the lease of Dean Foods' City of Industry South plant located in City of Industry, California, where Dean Foods manufactures the foodservice salad dressings that will be transferred to us in connection with the distribution. In addition to salad dressings, Dean Foods processes various other product lines at this production facility that will not be transferred to us. Production of all products, except salad dressings, will be transferred out of this production facility and into other Dean Foods facilities beginning in the second quarter of 2005. Following the distribution, the production of *Mocha Mix* ® and *Second Nature* ® will be transitioned from two other Dean Foods production facilities to our City of Industry plant. We expect the transition of production in and out of the City of Industry plant to be completed by the first quarter of 2006. We will have a co-pack agreement with Dean Foods for the production of these products. See "Our Relationship with Dean Foods After the Distribution — Co-Pack Agreement."

The process of transitioning operations into a single production facility involves a number of operating risks. The physical relocation of the processing equipment of *Mocha Mix* ® and *Second Nature* ® will be an expensive process, which may take longer or cost more than we currently anticipate. The full integration of these products will be a lengthy process involving numerous aspects of operations, including purchasing, production and administration. In addition, we will transition the sales, marketing and distribution functions for these products, which will present further challenges and may result in customer supply disruptions and potential loss of customers.

This process presents a number of challenges and will require a significant amount of management's attention. This process could cause us to incur unexpected costs or to lose customers or sales, which could have an adverse effect on our financial results.

We may not realize the potential benefits of, and we may incur material costs in connection with, our separation from Dean Foods.

We may not realize the potential benefits that we expect from our separation from Dean Foods. We have described those benefits elsewhere in this information statement. In addition, we will incur significant costs as a result of being an independent public company, including costs associated with:

- managing all of our own administrative arrangements;
- supervising all of our own legal and financial affairs and complying with the laws and regulations that apply to public companies; and
- arranging our own funding.

We anticipate that these costs will be material to our business. In addition, these costs may be higher than those for which we have planned, and we may not have anticipated all potential costs.

The transition services to be provided for us by Dean Foods may be difficult for us to perform or replace without operational problems and additional cost.

We will enter into a transition services agreement with Dean Foods pursuant to which Dean Foods will provide for us certain transitional corporate services for a period of time following the distribution. These services will include, among others, employee benefits administration and payroll, information technology and other administrative services. If, after the expiration or earlier termination of the agreement (which expires with respect to most services on December 31, 2005), we are unable to perform these services or replace them in a timely manner or on terms and conditions as favorable as those we expect, we may experience operational problems and increased costs. See "Our Relationship with Dean Foods After the Distribution — Transition Services Agreement" for more information on the transition services agreement.

We may not be able to fund our future capital requirements internally or obtain third-party financing.

In the past, our working capital and capital expenditure requirements have been met from cash flow generated by our businesses and from Dean Foods. Following the distribution, however, we may be required or choose to obtain third-party financing to meet our future working capital requirements, as well as to fund capital expenditures and acquisitions. We expect to enter into a $400 million unsecured revolving credit facility with a group of major financial institutions to provide for both our short-term and long-term financing needs. This facility will, and other future debt financings may, involve restrictive covenants that limit our ability to take certain actions, including the payment of dividends. Any future equity financings could be dilutive to the existing holders of our common stock. We may not be able to obtain sufficient funds to repay any amounts outstanding under any financing arrangement before it expires, either from one or more replacement financing arrangements or an alternative debt or equity financing. If we are not able to obtain sufficient funding on favorable terms, our ability to grow our business may be impaired. In addition, restrictions contained in the tax sharing agreement will restrict our ability to finance our operations by issuing equity securities and to raise money by selling assets not in the ordinary course for two years following the distribution.

We will indemnify Dean Foods for certain liabilities accruing after the distribution date.

We have entered into a distribution agreement with Dean Foods under which we have agreed to assume all contingent and undisclosed liabilities relating to our businesses or operations of our assets, including those incurred prior to the distribution, and to indemnify Dean Foods for liabilities, other than certain tax liabilities, incurred by Dean Foods relating to the businesses or operations of our assets. In addition, under the tax sharing agreement, we will, with certain exceptions, be liable for all taxes attributable to our business that are required to be paid after the distribution. We have agreed to indemnify Dean Foods for claims arising under the distribution agreement and the tax sharing agreement.

Currently, there are no suits pending which would require us to pay Dean Foods under the indemnification provisions of the distribution agreement or tax sharing agreement. However, legal proceedings or other claims may occur that would require us to indemnify Dean Foods.

Following our separation from Dean Foods, we may experience increased costs resulting from decreased purchasing power, which could decrease our overall profitability.

Prior to our separation from Dean Foods, we were able to take advantage of Dean Foods' size and purchasing power in procuring:

- soybean oil, plastic resin, cardboard, fuel and other raw materials and packaging goods used in the manufacturing, distribution and sale of our products;
- services and technology, such as management information services;
- health insurance, pension and other employee benefits, payroll administration, risk management; and
- tax and other services.

As a separate, stand-alone entity, we may be unable to obtain similar goods, services and technology at prices or on terms as favorable as those obtained prior to the separation, which could have an adverse effect on our profitability.

We will have liability in connection with our stockholders agreement with Dean Foods.

As part of the announcement of the separation of our business from that of Dean Foods, we entered into a stockholders agreement with Dean Foods and the management investors. Under that stockholders agreement, we are required to reimburse Dean Foods up to $12.5 million of fees and expenses incurred by Dean Foods in connection with planning, analysis and execution of the distribution. In addition, under certain circumstances we will be required to reimburse Dean Foods for up to $20 million

of tax liabilities that could result from intercompany transactions effectuated in connection with the distribution. We expect that we will be required to reimburse Dean Foods for taxes under this provision, but are unable to estimate the amount at this time. If we are required to reimburse Dean Foods for these tax liabilities, then we will be required to issue additional shares of our common stock to the management investors to reflect a revised valuation of TreeHouse that takes into account the tax liability reimbursement. These amounts presently are not determinable.

Risks Related to Ownership of Our Common Stock and Dean Common Stock

The distribution will affect the trading price of Dean Foods common stock.

Following the distribution, Dean Foods' common stock will continue to be listed and traded on the New York Stock Exchange under the symbol "DF." As a result of the distribution, we expect that the trading price of Dean Foods common stock immediately following the distribution will be lower than the trading price of Dean Foods common stock immediately prior to the distribution because it will no longer reflect the value of Dean Foods' Specialty Foods Group, *Mocha Mix* ®, *Second Nature* ® and foodservice salad dressings businesses. Net sales in these businesses represented approximately 6.6% of Dean Foods' consolidated net sales for the year ended December 31, 2004. Further, the combined trading prices of Dean Foods common stock and TreeHouse common stock after the distribution may be less than the trading prices of Dean Foods common stock immediately prior to the distribution.

Substantial sales of Dean Foods common stock following the distribution may have an adverse impact on the trading price of Dean Foods common stock.

After the distribution, some Dean Foods stockholders may decide that their investment objectives do not include ownership of shares in a company consisting only of dairy and branded products businesses, and may sell their Dean Foods common stock following the distribution. Furthermore, certain Dean Foods stockholders that are institutional investors have investment parameters that depend on their portfolio companies maintaining a minimum market capitalization that Dean Foods may not achieve after the distribution. If the trading price of Dean Foods declines significantly after the distribution, Dean Foods' lower market capitalization could result in substantial sales by institutional investors. If Dean Foods stockholders sell large numbers of shares of Dean Foods common stock over a short period of time, or if investors anticipate large sales of Dean Foods shares over a short period of time, this could adversely affect further the trading price of the Dean Foods common stock.

Substantial sales of our common stock following the distribution may have an adverse impact on the trading price of our common stock.

Based on the number of shares of Dean Foods common stock outstanding on , 2005, Dean Foods will distribute to Dean Foods' stockholders a total of approximately shares of our common stock. Under the United States federal securities laws, all of these shares may be resold immediately in the public market, except for TreeHouse shares held by affiliates of TreeHouse. See "The Distribution — Federal Securities Laws Considerations."

Some of the Dean Foods stockholders who receive TreeHouse shares may decide that their investment objectives do not include ownership of shares in a small capitalization company, and may sell their TreeHouse shares following the distribution. In particular, certain Dean Foods stockholders that are institutional investors have investment parameters that depend on their portfolio companies maintaining a minimum market capitalization that we may not achieve after the distribution. We cannot predict whether stockholders will resell large numbers of TreeHouse shares in the public market following the distribution or how quickly they may resell these TreeHouse shares. If TreeHouse stockholders sell large numbers of TreeHouse shares over a short period of time, or if investors anticipate large sales of TreeHouse shares over a short period of time, this could adversely affect the trading price of the TreeHouse shares.

There has been no prior market for our common stock, and our stock price may decline after the distribution.

There is no current trading market for the TreeHouse common stock, although a when-issued trading market likely will develop prior to completion of the distribution. We have applied to list the TreeHouse common stock on the New York Stock Exchange under the symbol "THS" following completion of the distribution.

Following the distribution, the TreeHouse common stock may not be actively traded. Development of an orderly trading market in TreeHouse common stock may take some time following the distribution. Until an orderly market develops, the prices at which the TreeHouse shares trade may fluctuate significantly and may be lower than the price that would be expected for a fully distributed issue. Prices for our common stock will be determined in the trading markets and may be influenced by many factors, including:

- actual or anticipated fluctuations in our financial results;
- developments generally affecting the food manufacturing industry;
- general economic, industry and market conditions;
- the depth and liquidity of the market for our common stock;
- investor perceptions of our business and us; and
- the impact of the factors referred to elsewhere in "Risk Factors."

We will not pay cash dividends for the foreseeable future.

We anticipate that earnings, if any, will be retained for the development of our business and that no cash dividends will be declared on our common stock for the foreseeable future. Furthermore, the credit facility that we anticipate entering into at the time of the distribution will restrict dividend payments on our common stock.

Anti-takeover provisions in our charter documents and under Delaware law and our rights plan could make an acquisition of us, which may be beneficial to our stockholders, more difficult and may prevent attempts by our stockholders to replace or remove our current management.

Provisions in our restated certificate of incorporation and our amended and restated by-laws may delay or prevent an acquisition of us or a change in our Board of Directors or management. These provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our Board of Directors, because our Board of Directors is responsible for appointing the members of our management team. These provisions include:

- a classified Board of Directors;
- a prohibition on actions by our stockholders by written consent;
- limitations on the removal of directors; and
- advance notice requirements for proposing nominees for election to our Board of Directors and for proposing matters that can be acted upon at stockholder meetings.

In addition, our Board of Directors has adopted a stockholder rights plan the provisions of which could make it more difficult for a potential acquiror to consummate an acquisition transaction.

Moreover, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the General Corporation Law of the State of Delaware, which prohibits a person who owns in excess of 15% of our outstanding voting stock from merging or combining with us for a period of three years after the date of the transaction in which the person acquired in excess of 15% of our outstanding voting stock, unless the merger or combination is approved in a prescribed manner. These provisions would apply even if the proposed merger or acquisition could be considered beneficial by some stockholders.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This information statement and other materials we have filed or will file with the Securities and Exchange Commission (the "SEC") (as well as information included in our other written or oral statements) contain, or will contain, disclosures that are "forward-looking statements." Forward-looking statements include all statements that do not relate solely to historical or current facts, and can generally be identified by the use of words such as "may," "should," "could," "expects," "seek to," "anticipates," "plans," "believes," "estimates," "intends," "predicts," "projects," "potential" or "continue" or the negative of such terms and other comparable terminology. These statements are only predictions. The outcome of the events described in these forward-looking statements is subject to known and unknown risks, uncertainties and other factors that may cause our or our industry's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievement expressed or implied by these forward-looking statements. The "Questions and Answers about TreeHouse and the Distribution" and "Risk Factors" sections and those sections entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Our Business and Properties," as well as other sections in this information statement, discuss some of the factors that could contribute to these differences.

This information statement also contains market data related to our business and industry. This market data includes projections that are based on a number of assumptions. If these assumptions turn out to be incorrect, actual results may differ from the projections based on these assumptions. As a result, our markets may not grow at the rates projected by these data, or at all. The failure of these markets to grow at these projected rates may have a material adverse effect on our business, financial condition, results of operations and the market price of our common stock.

You are cautioned not to unduly rely on such forward-looking statements, which speak only as of the date made, when evaluating the information presented in this information statement. We expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein, to reflect any change in our expectations with regard thereto, or any other change in events, conditions or circumstances on which any statement is based.

THE DISTRIBUTION

Background and Reasons for the Distribution

Background. The Board of Directors and management of Dean Foods regularly review the various businesses conducted by Dean Foods to ensure that resources are deployed and activities are pursued in the best interests of Dean Foods' stockholders. In early 2004, Dean Foods management began to consider strategic alternatives for Dean Foods' Specialty Foods Group business because management had come to view the principal focus of Dean Foods as its dairy and branded products businesses and the Specialty Foods Group's business did not fit within that focus.

In February 2004, Dean Foods commenced negotiations with a publicly traded food manufacturer regarding a potential transaction involving a spin-off of the Specialty Foods Group and a subsequent merger between the Specialty Foods Group and the publicly traded food manufacturer. Negotiations continued through the spring and summer before terminating in August 2004 when the parties determined that they could not agree on mutual valuations for their respective businesses based upon their initial due diligence investigations.

Following termination of merger discussions with the publicly traded food manufacturer, Gregg Engles, in his capacity as Chairman of the Board and Chief Executive Officer of Dean Foods, contacted Sam Reed to determine if Mr. Reed and the other management investors might have an interest in managing the Specialty Foods Group business. Mr. Engles was aware that Mr. Reed and the other management investors were investigating investment opportunities in the consumer packaged goods industry following expiration of their employment with Keebler Foods Company. Prior to such time, neither Mr. Reed nor the other management investors had been affiliated in any way with Dean Foods or the Specialty Foods Group; however, Mr. Engles believed that the management investors would bring significant value to the Specialty Foods Group business by virtue of their prior management experience. Dean Foods and the management investors subsequently negotiated a transaction in which the assets of Dean Foods' Specialty Foods Group, *Mocha Mix* ®, *Second Nature* ® and foodservice salad dressings businesses would be transferred to a newly formed company in which Mr. Reed and the other management investors would make a $10 million equity investment, representing approximately 1.7% of the company's outstanding common stock, and the shares of this newly formed company owned by Dean Foods, representing approximately 98.3% of the company's outstanding common stock, would be distributed to Dean Foods' stockholders. See "Our Relationship with Dean Foods after the Distribution — Stockholders Agreement." The terms of the equity investment by the management investors, including the terms of the stockholders agreement and the employment agreements, were arrived at by arms' length negotiation between Dean Foods and the management investors. In negotiating the specific terms of the transaction, including the amount of the walk-away penalties, the number of options to be granted and the aggregate compensation to be earned by the management investors, Dean Foods and the management investors took into account the following factors:

- the management investors' desire to hold a significant equity stake in TreeHouse, as well as their willingness to invest up to $10 million in cash in the business;
- the compensation, including equity based-awards, of executive officers of various midsize, publicly traded consumer packaged goods companies;
- the return on the management investors' equity investment required by the management investors in the event that the distribution did not occur, as described more fully under "— Distribution Conditions";
- the expected period of time between the announcement by Dean Foods of its intention to pursue the transaction on January 27, 2005 and the distribution date;
- the likelihood of the transaction being completed as expected;

- the contractual restrictions on resale of TreeHouse common stock agreed to by the management investors, as described under "Our Relationship with Dean Foods after the Distribution — Stockholders Agreement";
- the equity-based awards required by the management investors in the form of restricted stock, options to purchase shares of our common stock and restricted stock units, together with the shareholder return objectives and vesting schedule related to the vesting of such awards, each as described under "Executive Compensation — Employment Agreements";
- the experience of the management investors, as described under "Management — Our Directors and Executive Officers," as well as their market reputation;
- the business strategy for the new company contemplated by the management investors, as described under "Our Business and Properties — Business Strategy";
- the noncompetition covenants contained in the management investors' employment agreements; and
- the size of the Specialty Foods Group business and the allocation of liabilities of the transferred businesses.

In view of the variety of factors considered in negotiating the specific terms of the transaction, Dean Foods did not quantify or otherwise assign relative weights to the factors considered in negotiating the specific terms of the transaction. For additional information regarding Dean Foods' reasons for the distribution, see "— Reasons for the Distribution."

On January 26, 2005, at a special meeting of the Dean Foods Board of Directors, the Dean Foods Board evaluated the proposed spin-off of our company, including consideration of the following factors:

- Transaction Overview. The Dean Foods Board reviewed the proposed structure, financial terms and conditions of the spin-off and equity investment by the management investors, as well as management's strategic rationale and the expected benefits of the proposed spin-off. In connection with evaluating the specific terms of the transaction, including the equity investment by the management investors, the Dean Foods Board reviewed alternative, potential valuations of our company prepared by Merrill Lynch in its capacity as financial adviser to Dean Foods.
- Review of Hypothetical, Alternative Transactions. The Dean Foods Board compared the proposed spin-off transaction to several hypothetical, strategic alternatives, including a sale to a strategic buyer, a leveraged buyout transaction and an Income Deposit Securities transaction, or IDS. The comparison by the Dean Foods Board included consideration of a presentation on these alternative transactions prepared by Merrill Lynch and included a summary of the risks and benefits associated with each alternative transaction and addressed, among other things, the following considerations;
  - the potential net cash proceeds to be generated for Dean Foods;
  - the potential tax consequences of the proposed transaction for Dean Foods and its stockholders;
  - the transaction's sensitivity to market conditions and timing delays;
  - Dean Foods' belief that there was no evident strategic buyer for the businesses as a whole to be transferred to us in connection with the spin-off; and
  - potential limitations on future acquisitions and organic growth for the new company.
- TreeHouse Management. The Dean Foods Board reviewed the management experience and professional qualifications of the management investors together with summaries of the

material terms of the stockholders agreement and employment agreements to be entered into with the management investors in connection with their investment in our company.

- Additional Considerations. In additional to the factors listed above, the Dean Foods Board reviewed the tax consequences and leverage implications of the proposed spin-off for Dean Foods and our company.

Following this evaluation, the Dean Foods Board approved pursuing a tax-free spin-off of our company, which upon completion of the spin-off would consist of Dean Foods' Specialty Foods Group, *Mocha Mix* ®, *Second Nature* ® and foodservice salad dressings businesses. In addition, the Dean Foods Board approved the hiring of, and the equity investment by, the management investors, as well as the filing with the IRS of a private letter ruling request. On March 30, 2005, the Dean Foods Board, acting by written consent, approved, among other things, the filing with the SEC of a registration statement and information statement with respect to the distribution and the filing with the New York Stock Exchange of a listing application with respect to our common stock.

On May 24, 2005, the Dean Foods Board at a regularly scheduled meeting again evaluated the proposed spin-off of our company, which evaluation included an analysis by Dean Foods' management of Dean Foods' solvency following the distribution and consideration of updated information from Merrill Lynch regarding the valuation of our company and analyses regarding stock price performance of other recent spin-off transactions. Following this evaluation, the Dean Foods Board authorized the distribution of our common stock to Dean Foods' stockholders by means of a tax-free spin-off subject to satisfaction of certain conditions, including our registration statement on Form 10, of which this information statement is a part, becoming effective under the Securities Exchange Act of 1934, as amended, and a duly appointed committee of the Dean Foods Board of Directors authorizing the distribution ratio and the record and distribution dates. See "— Distribution Conditions."

Dean Foods engaged Merrill Lynch to advise and assist Dean Foods in connection with the distribution, as well as in connection with the earlier negotiations with the publicly traded food manufacturer. Merrill Lynch was not engaged to furnish any fairness or other financial opinion to the Board as to the distribution. Dean Foods also engaged Mercer Human Resources Consulting as a compensation consultant to provide market data to assist management in its negotiation of the compensation to be paid to the management investors.

Reasons for the Distribution. We and Dean Foods believe that our separation from Dean Foods will provide both companies with certain opportunities and benefits, including the following:

- Ability to Attract and Retain Management. The planned separation has already enabled us to attract a senior management team, led by Sam K. Reed, to manage TreeHouse as an independent public company after the distribution. In addition, the separation will allow us to develop incentive programs to better attract and retain current and future employees through the use of stock-based and performance-based incentive plans that more directly link their compensation with our financial performance.

- Greater Financial Resources. As a stand-alone company, we anticipate that our only outstanding long-term debt at the time of the distribution will be our capital lease obligations and borrowings necessary to pay the transaction-related expenses associated with the distribution. We expect to enter into a $400 million unsecured revolving credit facility with a group of major financial institutions to provide for both our short-term and long-term financing needs. As a result, we expect to have sufficient financing capacity for rapid growth, including product expansion and potential future acquisitions. We also will have direct access to the public capital markets to allow us to seek to finance our operations and growth without having to compete with other Dean Foods businesses in respect of that financing. In addition, we will be able to invest any excess cash flow from our business into the growth of our business, rather than having a portion of that cash flow reinvested into Dean Foods' other businesses.

- Increased Focus on Core Businesses. The separation will allow each company to better focus its resources on its own distinct businesses and business challenges so that each can pursue the most appropriate long-term growth opportunities and business strategies. Over the past several years, Dean Foods' strategy has been to improve efficiencies and related profitability in its dairy operations while increasing the distribution of its premium brand products. Because our products are non-dairy products and consist primarily of private label and regionally branded products, separation of our business from Dean Foods will allow Dean Foods to concentrate managerial and operational resources on the pursuit of its core business objectives. At the same time, we believe that the *Mocha Mix* ®, *Second Nature* ® and foodservice salad dressings businesses, when combined with the operations currently conducted by Dean Foods' Specialty Foods Group segment, will benefit from that segment's broader product offerings and extensive experience in the foodservice channel. As a result, we believe that the separation will provide us with a strong platform upon which to develop and implement our own business strategy of optimizing our current business and growing through acquisitions. See "Our Business and Properties — Business Strategy."

Distribution Conditions

We expect that the distribution will be effective at the close of business on the distribution date, , 2005, provided that, among other things:

- our registration statement on Form 10, of which this information statement is a part, has become effective under the Securities Exchange Act of 1934, as amended, and we and Dean Foods have obtained all necessary approvals or no action letters from the SEC;
- we and Dean Foods have taken all such action as may be necessary or appropriate under state and foreign securities and blue sky laws in connection with the distribution;
- the distribution agreement and the transactions contemplated thereby, including the declaration of the distribution, have been approved by the Dean Foods Board of Directors;
- the tax ruling received from the IRS remains in effect as of the distribution date;
- our common stock has been approved for listing on a registered national securities exchange or automated quotation system;
- any material governmental approvals and consents required to consummate the distribution have been obtained and are in full force and effect;
- no order, injunction or decree issued by any court or agency of competent jurisdiction or other legal restraint or prohibition preventing consummation of the distribution or any of the transactions contemplated by the distribution agreement is in effect and no other event outside the control of Dean Foods has occurred, or failed to occur, that prevents consummation of the distribution;
- each of the agreements described in the section titled "Our Relationship with Dean Foods After the Distribution" have been executed and delivered, and each of such agreements are in full force and effect;
- no other event or developments have occurred that, in the judgment of the Dean Foods Board of Directors, would result in the distribution having a material adverse effect on Dean Foods or on the stockholders of Dean Foods;
- we and Dean Foods have received any and all legal opinions, in a form reasonably satisfactory to the Board of Directors of the applicable entity, as such Board of Directors shall determine in good faith to be reasonably necessary for it to authorize the consummation of the distribution; and

- we and Dean Foods have taken all other reasonable and customary actions, as determined by Dean Foods, that are reasonably necessary in order to assure the successful completion of the distribution.

While we do not currently anticipate that Dean Foods' Board of Directors will, it may, in its sole discretion, waive any of these conditions. Also, the fulfillment of the foregoing conditions will not create any obligation on Dean Foods' part to effect the distribution. However, if the distribution is not consummated by October 31, 2005 (other than as a result of a default by the management investors) or Dean Foods otherwise does not proceed with the distribution, then Dean Foods will have the right to repurchase TreeHouse common stock from the management investors, and the management investors will have the right to sell such stock to Dean Foods, at an aggregate repurchase price of $11 million. If Dean Foods does not proceed with the distribution and instead pursues an alternative transaction (as defined in the stockholders agreement entered into by Dean Foods, TreeHouse and the management investors in connection with the management investors' investment in TreeHouse, which we refer to as the "stockholders agreement") involving the TreeHouse businesses, Dean Foods also will pay the management investors a transaction fee equal to 1% of the total enterprise value of TreeHouse, as defined in the stockholders agreement. See "Our Relationship with Dean Foods After the Distribution — Stockholders Agreement." In addition, if the distribution is not consummated by October 31, 2005 or Dean Foods otherwise does not proceed with the distribution, the management investors will be entitled to terminate their employment agreements and receive a severance payment equal to two times (three times, in the case of Mr. Reed) the sum of the annual base salary payable to the management investor plus any target bonus. As a result, if the distribution is not consummated as expected (other than as a result of a default by the management investors), and assuming the management investors elect to sell their TreeHouse common stock to Dean Foods (or Dean Foods elects to purchase the management investors' TreeHouse common stock) and terminate their employment agreements, the management investors will generally be entitled to receive aggregate consideration for their TreeHouse common stock of $11 million plus aggregate severance payments of approximately $9.8 million for a total of approximately $20.8 million, together with any transaction fee owing to them under the stockholders agreement if Dean Foods pursues an alternative transaction. In addition, if the distribution is not consummated as expected, no restricted stock, stock options or restricted stock units will be granted to the management investors under the employment agreements.

If the distribution is consummated as expected, the management investors will be entitled to receive maximum aggregate compensation of approximately $4 million in salary and incentive bonuses for fiscal year 2005 plus awards of restricted stock, options to purchase additional shares of our common stock and/or restricted stock units equal to approximately 7.7% of our outstanding common stock on the date the Form 10 registration statement, of which this information statement forms a part, becomes effective and trading of our common stock commences on the New York Stock Exchange. For more information about the management investors' base salaries, incentive bonuses and equity-based awards (including the vesting of those awards), see "Executive Compensation — Employment Agreements."

Manner of Effecting the Distribution

The general terms and conditions relating to the distribution are set forth in the distribution agreement between Dean Foods and us. For a description of that agreement see, "Our Relationship with Dean Foods After the Distribution — Distribution Agreement."

On the distribution date, Dean Foods will effect the distribution by delivering all of the outstanding shares of our common stock that it owns to The Bank of New York Company, Inc., as distribution agent. Those shares will be distributed to the holders of record of Dean Foods common stock at 5:00 p.m., New York City time, on the record date of . The actual total number of TreeHouse shares to be distributed will depend on the number of Dean Foods shares outstanding on the record date. Dean Foods owns approximately 98.3% of the outstanding TreeHouse common stock. Based upon the number of Dean Foods shares outstanding on , 2005, an aggregate of approximately TreeHouse shares will be distributed to Dean Foods stockholders. Immediately following the distribution,

the management investors will own approximately 1.7% of TreeHouse's shares (excluding certain awards of restricted stock, stock options and restricted stock units that they will be entitled to receive shortly after the distribution), and Dean Foods and its subsidiaries will not own any TreeHouse shares and TreeHouse will be an independent public company.

Please note that if any stockholder of Dean Foods on the record date sells shares of Dean Foods common stock regular way after the record date but on or before the distribution, the buyer of those shares, and not the seller, will become entitled to receive the shares of our common stock issuable in respect of the shares sold. See "The Distribution — Listing and Trading of Our Common Stock" below for more information. The distribution will be made in book-entry form on the basis of share[s] of our common stock for every share[s] of Dean Foods common stock held on the record date. Each share of our common stock that is distributed will be validly issued, fully paid and nonassessable and free of preemptive rights.

A book-entry account statement reflecting your ownership of whole shares of our common stock will be mailed to you, or your brokerage account will be credited for the shares, on or about . A delivery of a share of our common stock in connection with the distribution also will constitute the delivery of the preferred stock purchase right associated with the share. See "Description of Our Capital Stock — Rights Agreement" and "Description of Our Capital Stock — Anti Takeover Effects of Provisions of Our Certificate of Incorporation, By-Laws and Rights Plan and of Delaware Law." You will receive a check, or a credit to your brokerage account, for the cash equivalent of any fractional shares you otherwise would have received in the distribution. If you request a certificate for your shares of our common stock, you will receive a certificate for the whole number of shares you own and cash in lieu of any fractional shares that otherwise would have been credited to your book-entry account. The distribution agent will, on or after the distribution date, aggregate and sell all of those fractional interests on the open market at then applicable market prices and distribute the aggregate proceeds ratably to Dean Foods stockholders otherwise entitled to those fractional interests in accordance with their fractional share interests. Dean Foods will pay all brokers' fees and commissions in connection with the sale of fractional interests. If you own fewer than shares of common stock of Dean Foods on the record date, you will not receive any shares of our stock in the distribution, but you will receive cash in lieu of fractional shares. See "The Distribution — Material U.S. Federal Income Tax Consequences of the Distribution" for a discussion of the U.S. federal income tax treatment of proceeds from fractional shares.

No Dean Foods stockholder will be required to pay any cash or other consideration for the TreeHouse common stock received in the distribution (other than any taxes due in respect of cash received in lieu of fractional share interests), or to surrender or exchange Dean Foods common stock in order to receive TreeHouse common stock. The distribution will not affect the number of, or the rights attaching to, outstanding Dean Foods common stock. No vote of Dean Foods stockholders is required or sought in connection with the distribution, and Dean Foods stockholders will have no appraisal rights under applicable law in connection with the distribution.

Results of the Separation and Distribution

After the separation and distribution, we will be an independent public company owning and operating what had previously been Dean Foods' Specialty Foods Group segment, in addition to the *Mocha Mix* ®, *Second Nature* ® and foodservice salad dressings businesses currently conducted by other Dean Foods segments. Immediately after the distribution, we expect to have approximately holders of shares of our common stock and approximately shares of our common stock issued and outstanding based on the distribution ratio described above and the anticipated number of beneficial stockholders and outstanding Dean Foods shares on , 2005, the record date. The actual number of shares to be distributed will be determined based on the number of shares of Dean Foods common stock outstanding on the record date.

The distribution will not affect the number of outstanding Dean Foods shares or any rights of Dean Foods stockholders, although it may affect the market value of the outstanding Dean Foods common shares. See "Summary — Questions and Answers About TreeHouse and the Distribution."

Effect of the Distribution on Dean Foods' Outstanding Stock Options and Restricted Stock Units

Except with respect to the treatment of certain options held by Mr. Engles, as described below, upon the distribution, the Compensation Committee of the Board of Directors of Dean Foods will adjust all outstanding options to purchase shares of Dean Foods common stock and all restricted stock units to reflect the distribution, as permitted by the applicable Dean Foods equity incentive plans. Specifically, the number of shares of Dean Foods common stock subject to outstanding options and the per share exercise price of those options will be adjusted to reflect the change in value of Dean Foods common stock as a result of the distribution in a manner that, on an option-by-option basis, (x) preserves the spread between the exercise price of each outstanding option and the fair market value of the underlying Dean Foods common stock as valued before the adjustment, which includes the value of TreeHouse, and (y) produces a ratio of the exercise price of each option to the fair market value of the underlying Dean Foods common stock as valued after the adjustment, which excludes the value of TreeHouse, that is equal to the ratio of the exercise price of that option to the fair market value of the underlying Dean Foods common stock as valued before the adjustment, which includes the value of TreeHouse. In addition, the number of shares subject to outstanding restricted stock units will be adjusted to reflect the change in value of Dean Foods common stock as a result of the distribution in a manner that, on a unit-by-unit basis, preserves the value of each outstanding restricted stock unit as valued before the adjustment, which includes the value of TreeHouse. The purpose of these adjustments will be to ensure that the stock options and the restricted stock units outstanding at the date of the distribution have the same value before and after the distribution.

All options to purchase shares of Dean Foods common stock held by Dean Foods employees who become TreeHouse employees will be adjusted as described above. In addition, all such options will vest and shall remain exercisable until the 60th day following the date of distribution (unless sooner cancelled in accordance with the applicable option agreement), and all such restricted stock units shall vest and shall remain subject to the terms and conditions of the applicable restricted stock unit agreement.

Mr. Engles, Chairman of the Board and Chief Executive Officer of Dean Foods, is a non-employee member of our Board of Directors. Upon the distribution, his vested options to purchase shares of Dean Foods common stock will be adjusted pro rata into the vested right to purchase shares of Dean Foods common stock and the vested right to purchase shares of TreeHouse common stock based on the distribution ratio. See "Our Relationship with Dean Foods After the Distribution — Mr. Engles." Mr. Engles' unvested options to acquire shares of Dean Foods common stock will be adjusted in the same manner as those of other Dean employees as described above. Following such adjustment, the aggregate value of Mr. Engles' options, including both those related to TreeHouse and those related to Dean Foods common stock, will have the same value as Mr. Engles' outstanding options prior to the distribution.

Listing and Trading of Our Common Stock

There is not currently a public market for our common stock. We have applied to list our common stock on the New York Stock Exchange under the symbol "THS." We anticipate that trading in shares of our common stock will begin on a "when-issued" basis on or around the record date and before the distribution date, and "regular way" trading will begin on the first trading day after the distribution date. "When-issued" trading in the context of a distribution refers to a transaction effected on or before the distribution date and made conditionally because the securities of the spun off entity have not yet been distributed. When-issued trades generally settle within four trading days after the distribution date. During this time, shares of Dean Foods common stock that trade on the regular way market will trade with an entitlement to receive shares of the same series of our common stock distributable in the spin off. Therefore, if you own shares of Dean Foods common stock on the record date and thereafter sell those

shares regular way on or prior to the distribution date, you also will be selling your entitlement to the shares of our common stock that would have been distributed to you in the distribution with respect to the shares of Dean Foods common stock you sell. On the first trading day following the distribution date, shares of Dean Foods common stock will begin trading without any entitlement to receive shares of our common stock.

On the first trading day following the distribution date, any when-issued trading in respect of our common stock will end and regular way trading will begin. "Regular way" trading refers to trading after the security has been distributed and typically involves a trade that settles on the third full trading day following the date of the sale transaction. If trading does begin on a "when-issued" basis, you may purchase or sell our common stock after that time, but your transaction will not settle until after the distribution date. Shares of our common stock generally will be freely tradable after the distribution date.

We cannot predict the trading prices for our common stock before or after the distribution date. Immediately after the distribution, the trading price of our common stock may fluctuate significantly, particularly until an orderly market develops. Some of the Dean Foods stockholders who receive TreeHouse shares may decide that their investment objectives do not include ownership of shares in a small capitalization company, and may sell their TreeHouse shares following the distribution. In particular, certain Dean Foods stockholders that are institutional investors have investment parameters that depend on their portfolio companies maintaining a minimum market capitalization that we may not achieve after the distribution. This may delay the development of an orderly trading market in the TreeHouse shares for a period of time following the distribution. Prices for our common stock will be determined in the trading markets and may be influenced by many factors, including:

- actual or anticipated fluctuations in our financial results;
- developments generally affecting the food manufacturing industry;
- general economic, industry and market conditions;
- the depth and liquidity of the market for our common stock;
- investor perceptions of our business and us; and
- the impact of the factors referred to in "Risk Factors."

Following the distribution, Dean Foods' common stock will continue to be listed and traded on the New York Stock Exchange under the symbol "DF." As a result of the distribution, we expect that the trading price of Dean Foods common stock immediately following the distribution will be lower than the trading price of Dean Foods common stock immediately prior to the distribution. In addition, the combined trading prices of Dean Foods common stock and the TreeHouse common stock after the distribution may be less than the trading prices of Dean Foods common stock immediately prior to the distribution. The prices for Dean Foods common stock will be determined in the marketplace and may be influenced by many factors, including the depth and liquidity of the market for the shares, Dean Foods' results of operations, what investors think of Dean Foods' dairy and branded products businesses, changes in economic conditions in the dairy and branded products industries and general economic and market conditions.

Following the distribution, Dean Foods' operations will consist only of its dairy and branded products businesses. These businesses represented approximately 93.4% of Dean Foods' consolidated net sales for the year ended December 31, 2004. Some Dean Foods stockholders may decide that their investment objectives do not include ownership of shares in a company consisting only of dairy and branded products businesses, and may sell their Dean Foods common stock following the distribution. Furthermore, certain Dean Foods stockholders that are institutional investors have investment parameters that depend on their portfolio companies maintaining a minimum market capitalization that Dean Foods may not achieve after the distribution. These and other factors may delay or hinder the return to an orderly trading market in the Dean Foods common stock following the distribution.

We have appointed The Bank of New York to serve as transfer agent and registrar for our common stock.

You should consult with your own financial advisors, such as your stockbroker, bank or tax advisor with respect to your continued ownership of our common stock. We do not make recommendations on the purchase, retention or sale of shares of Dean Foods common stock or TreeHouse common stock.

If you do decide to sell any shares, you should make sure your stockbroker, bank or other nominee understands whether you want to sell your Dean Foods common stock or your TreeHouse common stock, or both.

Federal Securities Laws Considerations

General. Shares of our common stock distributed to Dean Foods stockholders in the distribution will be freely transferable under the Securities Act of 1933, as amended, except for shares received by persons who may be deemed to be our affiliates. Persons who may be deemed to be our affiliates after the distribution generally include individuals or entities that control, are controlled by or are under common control with us, and may include certain of our officers, directors or principal stockholders. After we become a publicly traded company, securities held by our affiliates will be subject to the resale restrictions under the Securities Act. Our affiliates will be permitted to sell shares of our common stock only pursuant to an effective registration statement or an exemption from the registration requirements of the Securities Act, such as the exemption afforded by Rule 144 under the Securities Act. Our affiliates will not be permitted to sell shares of our common stock under Rule 144 until 90 days after the date on which the registration statement of which this information statement forms a part is declared effective, subject to satisfaction of the other conditions of Rule 144. It is believed that persons who may be deemed to be affiliates of TreeHouse after the distribution will beneficially own approximately TreeHouse shares, or approximately % of the outstanding TreeHouse shares.

Restrictions on Transfer Contained in the Stockholders Agreement. No shares of TreeHouse common stock acquired by the management investors pursuant to the subscription agreements entered into by TreeHouse and each management investor in connection with the management investors' investment in TreeHouse, or any shares of TreeHouse common stock or other securities received in respect of such common stock may be, directly or indirectly, sold, assigned, mortgaged, transferred, pledged, hypothecated or otherwise disposed of until January 27, 2008, subject to certain exceptions set forth in the stockholders agreement.

Material U.S. Federal Income Tax Consequences of the Distribution

The following discussion is a summary of the material U.S. federal income tax consequences of the distribution to Dean Foods and its stockholders. This discussion is based on the Code, laws, regulations, rulings and decisions in effect on the date hereof, all of which are subject to change, possibly with retroactive effect, and to varying interpretations, which could result in U.S. federal income tax consequences different from those described below.

This discussion addresses only the U.S. federal income tax consequences to Dean Foods stockholders who hold their shares of stock as capital assets and does not address all of the U.S. federal income tax consequences that may be relevant to particular holders in light of their individual circumstances. This discussion does not address the tax consequences to holders who are subject to special rules, including, without limitation, financial institutions, tax-exempt organizations, insurance companies, dealers in securities or foreign currencies, foreign holders, persons who hold their shares as or in a hedge against currency risk, persons who hold their shares as a result of a constructive sale or as part of a conversion transaction, holders who acquired their shares of stock pursuant to the exercise of employee stock options or otherwise as compensation, or holders of options to acquire Dean Foods common stock. In addition, this discussion does not address the tax consequences to Dean Foods stockholders under any state, local or foreign tax laws or the alternative minimum tax provisions of the Code.

YOU ARE URGED TO CONSULT YOUR TAX ADVISER WITH RESPECT TO THE SPECIFIC TAX CONSEQUENCES TO YOU OF THE DISTRIBUTION, INCLUDING THE EFFECTS OF U.S. FEDERAL, STATE, LOCAL AND FOREIGN TAX RULES AND THE EFFECT OF POSSIBLE CHANGES IN LAWS THAT MAY AFFECT THE TAX CONSEQUENCES DESCRIBED IN THIS INFORMATION STATEMENT.

Dean Foods has received a private letter ruling from the IRS to the effect that the distribution of our common stock held by Dean Foods to its stockholders will qualify as a tax-free transaction under Section 355 of the Code, and that certain transactions undertaken to transfer assets to us in connection with the distribution will not result in any tax liability to Dean Foods. The ruling provides that for U.S. federal income tax purposes:

- no gain or loss will be recognized by Dean Foods on the distribution;
- no gain or loss will be recognized by, and no amount will otherwise be included in the income of, a holder of Dean Foods common stock on the distribution, except to the extent such holder receives cash in lieu of a fractional share of our common stock;
- a Dean Foods stockholder who receives shares of our common stock in the distribution will have an aggregate basis in the holder's shares of our common stock (including any fractional share of our common stock to which the holder is entitled) and the holder's shares of Dean Foods common stock immediately after the distribution equal to the holder's aggregate basis in the holder's shares of Dean Foods common stock immediately before the distribution, which basis will be allocated between the holder's shares of Dean Foods common stock and shares of our common stock in proportion to their relative fair market values on the date of the distribution;
- the holding period for the shares of our common stock received by a Dean Foods stockholder will include the holding period for the shares of the Dean Foods common stock with respect to which the shares of our common stock are received, provided that such shares of Dean Foods common stock are held as capital assets on the date of the distribution; and
- a stockholder of Dean Foods who receives cash from the distribution agent in respect of a fractional share of our common stock will recognize capital gain or loss on the sale of the fractional share interest equal to the difference between the cash received and the stockholder's basis in the fractional share interest (as determined above) provided that such fractional share interest is held as a capital asset.

A private letter ruling from the IRS, while generally binding on the IRS, may under certain circumstances be retroactively revoked or modified by the IRS. A letter ruling is based on the facts and representations presented in the request for the ruling. Generally, a letter ruling will not be revoked or modified retroactively if there has been no misstatement or omission of material facts, the facts at the time of the transaction are not materially different from the facts upon which the letter ruling was based, and there has been no change in the applicable law. Neither we nor Dean Foods are aware of any facts or circumstances that would cause any of the representations in the ruling request to be untrue or incomplete.

Under its current ruling policy, the IRS will not determine whether a distribution satisfies the following three requirements for a Section 355 distribution: (i) whether a distribution is being carried out for one or more corporate business purposes, (ii) whether a distribution is used principally as a device for the distribution of earnings and profits, or (iii) whether a distribution and an acquisition are part of a plan described in Section 355(e) of the Code. Instead, such determinations may be made upon an examination of Dean Foods' income tax return. Dean Foods was required to submit representations to the IRS that there is a valid business purpose for the distribution, the distribution is not being used as a device for the distribution of earnings and profits and the distribution is not part of a plan described in Section 355(e) of the Code. If these representations are incorrect or inaccurate in any material respect, the distribution would be taxable to Dean Foods and possibly its stockholders.

Therefore, in addition to obtaining the letter ruling, Dean Foods and we expect to obtain at or around closing an opinion from the law firm of Wilmer Cutler Pickering Hale and Dorr LLP that the distribution will qualify as a transaction under Section 355 of the Code. The opinion of counsel will rely on the IRS letter ruling as to matters covered by the ruling. It also will be based on, among other things, certain assumptions and representations as to factual matters made by Dean Foods and us, which if incorrect or inaccurate in any material respect would jeopardize the conclusions reached by counsel in its opinion. Dean Foods and we are not aware of any facts or circumstances that would cause such assumptions and representations to be untrue or incorrect. The opinion will represent the views of Wilmer Cutler Pickering Hale and Dorr LLP as to the interpretation of existing tax law. Such opinion will not be binding on the IRS or the courts, and the IRS or the courts may not agree with the opinion.

If the distribution does not qualify as a transaction under Section 355 of the Code, Dean Foods would recognize taxable gain equal to the amount by which the fair market value of our common stock distributed to the Dean Foods stockholders exceeds Dean Foods' tax basis in our common stock. In addition, each stockholder who receives our common stock in the distribution would generally be treated as receiving a taxable distribution in an amount equal to the fair market value of our common stock received (including any fractional share sold on behalf of the stockholder), which would be taxable as a dividend to the extent of the holder's pro rata share of Dean Foods' current and accumulated earnings and profits (as increased to reflect any gain recognized by Dean Foods on the taxable distribution). The balance of the distribution will be treated as a nontaxable return of capital to the extent of the holder's tax basis in its shares of Dean Foods common stock, with any remaining amount being taxed as capital gain.

Even if the distribution otherwise qualifies under Section 355 of the Code, it may be taxable to Dean Foods (but not to Dean Foods stockholders) under Section 355(e) of the Code, if the distribution is later deemed to be part of a plan (or series of related transactions) pursuant to which one or more persons acquire directly or indirectly stock representing a 50 percent or greater interest in Dean Foods or us. For this purpose, any acquisitions of Dean Foods stock or of our common stock within the period beginning two years before the distribution, and ending two years after the distribution, are presumed to be part of such a plan, although we or Dean Foods may be able to rebut that presumption. Other than the purchase of our common stock by the management investors, we are not aware of any acquisitions of Dean Foods stock or our stock within the period beginning two years before the distribution that must be taken into account for purposes of Section 355(e) of the Code. In addition, neither Dean Foods nor we are a party to or aware of any plan pursuant to which one or more persons would acquire directly or indirectly stock representing a 50 percent or greater interest in Dean Foods or us following the distribution. If acquisitions of our stock or Dean Foods stock cause Section 355(e) of the Code to apply, Dean Foods would recognize taxable gain as described above, but the distribution would be tax-free to each Dean Foods stockholder (except for cash received in respect of a fractional share of our common stock).

Under the tax sharing agreement between Dean Foods and us, we are required to pay or reimburse Dean Foods for any taxes arising from the failure of the distribution to qualify under Section 355 of the Code (including as a result of the application of Section 355(e) of the Code) if the failure to so qualify is attributable to actions, events, or transactions relating to the stock, assets, or business of us or any of our affiliates or a breach of the relevant representations or covenants made by us in the tax sharing agreement or the distribution agreement or to Wilmer Cutler Pickering Hale and Dorr LLP in connection with rendering its opinion. If the failure of the distribution to qualify under Section 355 of the Code is attributable to a breach of certain representations made by both us and Dean Foods or a change in law or change in the interpretation or application of any existing law after the execution of the tax sharing agreement, we will be required to pay or reimburse Dean Foods for 50% of the taxes arising from the failure to so qualify. See "Our Relationship with Dean Foods After the Distribution — Tax Sharing Agreement" for a more detailed discussion of the tax sharing agreement between Dean Foods and us.

Accordingly, if the distribution does not qualify under Section 355 or is part of a plan described in Section 355(e), Dean Foods and possibly its stockholders could be subject to a material amount of taxes as a result of the distribution and we may be liable to Dean Foods for any such taxes.

Current U.S. Treasury regulations require each Dean Foods stockholder who receives shares of our common stock in the distribution to attach to his or her U.S. federal income tax return for the year in which the distribution occurs a detailed statement setting forth such data as may be appropriate to show the applicability of Section 355 of the Code to the distribution. Dean Foods will provide its stockholders who receive our common stock pursuant to the distribution with the information necessary to comply with such requirement.

Reason for Furnishing this Information Statement

This information statement is being furnished solely to provide information to stockholders of Dean Foods who will receive shares of our common stock in the distribution. It is not and is not to be construed as an inducement or encouragement to buy or sell any of our securities. The information contained in this information statement is accurate as of the date set forth on its cover. Changes may occur after that date, and we will not update the information except in the normal course of our public disclosure obligations and practices.

OUR RELATIONSHIP WITH DEAN FOODS AFTER THE DISTRIBUTION

General

Currently we are an indirect, majority-owned subsidiary of Dean Foods. After the distribution, Dean Foods will not have any ownership interest in our common stock, and we will be an independent, publicly traded company.

We will enter into certain agreements with Dean Foods prior to the distribution to define our ongoing relationship after the distribution. These agreements will include agreements that define our respective responsibilities for taxes, employee matters and all other liabilities and obligations related to our business. We will enter into these agreements with Dean Foods while we are still a majority-owned subsidiary of Dean Foods. As a result, certain terms of these agreements are not necessarily the same as could have been obtained from an independent third party.

The following descriptions are summaries of the material terms of the agreements that we will enter into with Dean Foods. We encourage you to read, in their entirety, each of the agreements which are included as exhibits to the registration statement of which this information statement forms a part.

Distribution Agreement

The distribution agreement will provide for, among other things, the principal corporate transactions required to effect the separation of our business from Dean Foods, the distribution of our common stock owned by Dean Foods to the holders of record of Dean Foods common stock and certain other agreements governing our relationship with Dean Foods after the distribution date.

The Transfer. Pursuant to the distribution agreement, Dean Foods will transfer, or cause its subsidiaries to transfer, to us the assets described under "Our Business and Properties." These assets include: Dean Foods' right, title and interest in all properties, assets and rights of every nature, kind and description, tangible and intangible (including goodwill), whether real, personal or mixed, whether accrued, contingent or otherwise that primarily relate to, or are primarily held for use in connection with, Dean Foods' Specialty Foods Group, *Mocha Mix* ®, *Second Nature* ® and foodservice salad dressings businesses (collectively, the "transferred businesses"), including but not limited to:

- working capital assets (but excluding cash);
- fixed assets;
- intangible assets;
- capital leases; and
- other long-term assets, but excluding the trade names "Dean Foods," "Carb Conquest" and "Fieldcrest" (and any derivatives of any such trade name) and associated logos.

For a more complete description of the assets and properties to be held by us after the distribution, see "Our Business and Properties."

The transfers will occur immediately prior to the distribution of our common stock owned by Dean Foods to Dean Foods' stockholders and will be made on an "as is, where is" basis without any representations or warranties, and we will bear the economic and legal risks of the transfer. We also will assume and agree to perform and fulfill all of the liabilities arising after the distribution date out of the ownership or use of the transferred assets or the operation of the transferred businesses both before and after the transfer.

The Distribution. Completion of the distribution is subject to the satisfaction or waiver of certain conditions, including those described in the section titled "The Distribution — Distribution Conditions." Even if all of the conditions to the distribution are satisfied, Dean Foods will have the right to terminate the distribution agreement and the related transactions at any time prior to the distribution date. The

Board of Directors of Dean Foods currently intends to proceed with the distribution if each condition is satisfied.

Dean Foods has the sole and absolute discretion without our approval or the approval of Dean Foods' stockholders to determine whether and when to proceed with the distribution and whether to alter any and all terms of the distribution at any time prior to the distribution date. However, in the event that the distribution agreement is terminated and the distribution is abandoned, Dean Foods may be required to pay certain termination fees and/or repurchase the TreeHouse common stock from the management investors pursuant to the stockholders agreement. See "— Stockholders Agreement." In addition, if Dean Foods causes us to terminate the employment agreements of the management investors under such circumstances, we will be required to pay each management investor a severance payment equal to two times (or three times, in the case of Mr. Reed) the sum of the annual base salary payable to the management investor plus any target bonus. See "Executive Compensation — Employment Agreements — General."

After the distribution date, the distribution agreement may not be terminated except by an agreement in writing signed by both Dean Foods and us.

Indemnification, Releases and Insurance Matters. The distribution agreement will provide for cross-indemnities principally designed to place financial responsibility for the liabilities of our business with us and financial responsibility for the obligations and liabilities of Dean Foods' retained businesses with Dean Foods, except as may otherwise be set forth in the distribution agreement. Other than the specific indemnities and in certain other limited instances set forth therein, the distribution agreement will provide for us and our affiliates to release Dean Foods and its affiliates and for Dean Foods and its affiliates to release us and our affiliates from all liabilities arising from or based on facts existing on or before the distribution date. The distribution agreement will establish procedures with respect to indemnification claims, releases and related matters.

The distribution agreement also will provide for the allocation of benefits between Dean Foods and us under existing insurance policies after the distribution date for occurrences prior to the distribution date and set forth procedures for the administration of insured claims.

Dispute Resolution. The distribution agreement will contain provisions that govern, except as otherwise provided in any related agreement, the resolution of disputes, controversies or claims that may arise between us and Dean Foods. These provisions will contemplate that efforts will be made to resolve disputes, controversies and claims by escalation of the matter to senior management or other mutually agreed representatives of us and Dean Foods. If such efforts are not successful, either we or Dean Foods will be permitted to submit the dispute, controversy or claim to a court for resolution.

City of Industry Plant

Upon the distribution, we will assume the lease of Dean Foods' City of Industry South plant located in City of Industry, California, where Dean Foods manufactures the foodservice salad dressings that will be transferred to us in connection with the distribution. In addition to salad dressings, Dean Foods processes various other product lines at this production facility that will not be transferred to us. Production of all products, except salad dressings, will be transferred out of this production facility and into other Dean Foods facilities beginning in the second quarter of 2005. Following the distribution, the production of *Mocha Mix* ® and *Second Nature* ® will be transitioned from two other Dean Foods production facilities to our City of Industry plant. We expect the transition of production in and out of the City of Industry plant to be completed by the first quarter of 2006. We will have a co-pack agreement with Dean Foods for the production of these products. See "— Co-Pack Agreement."

Transition Services Agreement

We will enter into a transition services agreement with Dean Foods pursuant to which Dean Foods will provide for us a variety of transitional corporate services for a period of time following the distribution, including certain employee benefits administration and payroll, information technology and other administrative services. Each service will be made available to us on an as-needed basis through December 31, 2005, or such shorter or longer periods as may be provided in the transition services agreement. The fees charged for the services will generally be based upon the fair market value of providing the services.

We will be permitted to terminate the provision of a particular service upon no less than 30 days' notice to Dean Foods. In addition, either we or Dean Foods will be permitted to terminate the transition services agreement for cause or upon certain changes of ownership relating to the other party as set forth in the transition services agreement.

Employee Matters Agreement

We will enter into an employee matters agreement with Dean Foods that will provide for our respective obligations to employees and former employees who are or were associated with our business and for other employment and employee benefits matters. The material terms of the employee matters agreement are described below.

Pursuant to the employee matters agreement, after the distribution we will employ all employees of Dean Foods with employment duties principally related to our business who are not covered by collective bargaining agreements on terms and conditions substantially similar to the current terms and conditions of their employment with Dean Foods. We also will employ all employees covered by collective bargaining agreements that currently are in effect at our operations. However, no such agreement between us and Dean Foods will be deemed to create any third-party rights.

Currently, approximately 63% of our full time distribution, production and maintenance employees are covered by collective bargaining agreements with the International Brotherhood of Teamsters or the United Food and Commercial Workers Union. Some of the collective bargaining agreements include obligations to contribute to multiemployer pension plans. The agreement between Dean Foods and us will provide that we will assume the obligations to make the contributions to the multiemployer pension plans that are required to be made pursuant to the collective bargaining agreements.

We expect to establish tax-qualified retirement plans substantially similar to the Dean Foods retirement plans in which non-union employees will participate. For those employees covered by collective bargaining agreements, we expect to establish tax-qualified retirement plans as required by the applicable collective bargaining agreements. We expect to grant credit for service that was recognized under the Dean Foods plans for all purposes under our plans. Subject to the requirements of applicable law, Dean Foods has agreed to transfer the assets and liabilities of the Dean Foods retirement plans attributable to transferring employees of our business to our plans. We also will provide other postretirement benefits for certain of our employees and certain former employees of our business pursuant to the terms of certain plans.

We will establish certain health and welfare, life insurance and disability plans substantially similar to such comparable Dean Foods plans in which non-union employees will participate. For those employees covered by collective bargaining agreements, we expect to establish such plans as required by the applicable collective bargaining agreements. Until the creation of such plans, Dean Foods shall continue to provide coverage at our expense for employees and certain former employees of our business under the Dean Foods plans in which such employees and former employees participate as of the distribution date.

Pursuant to the distribution agreement between Dean Foods and us, we will assume and indemnify Dean Foods against all liabilities related to employees of the transferred businesses who will be employed by us and certain former employees. See "— Distribution Agreement."

Tax Sharing Agreement

We will enter into a tax sharing agreement with Dean Foods which will generally govern Dean Foods' and our respective rights, responsibilities and obligations after the distribution with respect to taxes attributable to our business, as well as any taxes incurred by Dean Foods as a result of the failure of the distribution to qualify for tax-free treatment under Section 355 of the Code.

General Taxes. Under the tax sharing agreement, we will, with certain exceptions, be liable for all U.S. federal, state, local and foreign taxes attributable to our business that are required to be paid after the distribution. The tax sharing agreement sets forth rules for determining which taxes are attributable to our business and rules on the effect of subsequent adjustments to those taxes due to tax audits or examinations.

Distribution-Related Taxes. Under the tax sharing agreement, we will be liable for taxes that may be incurred by Dean Foods that arise from the failure of the distribution to qualify as a tax-free transaction under Section 355 of the Code (including as a result of Section 355(e) of the Code) if the failure to so qualify is attributable to actions, events, or transactions relating to the stock, assets, or business of us or any of our affiliates, or a breach of the relevant representations or covenants made by us in the tax sharing agreement or the distribution agreement or to Wilmer Cutler Pickering Hale and Dorr LLP in connection with rendering its opinion. If the failure of the distribution to qualify under Section 355 of the Code is attributable to a breach of certain representations made by both us and Dean Foods or a change in law or change in the interpretation or application of any existing law after the execution of the tax sharing agreement, we will be liable for 50% of the taxes arising from the failure to so qualify. Under the tax sharing agreement, we are also liable for taxes (not to exceed $20 million) arising from certain intercompany transactions effectuated in connection with the distribution. We expect that we will be required to reimburse Dean Foods for taxes under this provision, but are unable to estimate the amount at this time.

Administrative Matters. The tax sharing agreement also will set forth Dean Foods' and our respective obligations with respect to the filing of tax returns, the administration of tax contests, assistance and cooperation and other matters.

Trademark License Agreements

We will enter into a trademark license agreement with Dean Foods pursuant to which Dean Foods will grant to us a royalty-free license to use the *Dean* ® and *Fieldcrest* ® trademarks until our current supply of packaging materials is depleted. In addition, we will enter into a separate trademark license agreement with Dean Foods pursuant to which we will grant to Dean Foods a perpetual, royalty-free license to use the *Rod's* ® trademark in connection with Dean Foods' operations. The trademark license agreements will contain standard provisions, including those dealing with quality control and termination upon, among other things, material breach or bankruptcy.

Co-Pack Agreement

We will enter into a co-pack agreement with Dean Foods, pursuant to which Dean Foods will supply *Mocha Mix* ® and *Second Nature* ® products to us until July 31, 2005 (subject to an extension until September 30, 2005 in certain circumstances), and we will supply certain products currently produced at the City of Industry South plant, including imitation sour cream and dip products, to Dean Foods for a period of two years after the distribution date. See "— City of Industry Plant."

Stockholders Agreement

On January 27, 2005, TreeHouse and Dean Foods entered into a stockholders agreement with each of the management investors. The stockholders agreement provides that Dean Foods, TreeHouse and the management investors will use commercially reasonable efforts to consummate the distribution by means of a tax-free dividend. The consummation of the distribution is conditioned on the satisfaction of certain conditions for the sole benefit of Dean Foods. See "The Distribution — Distribution Conditions" for more information. The material terms of the stockholders agreement are described below.

If the distribution is not consummated by October 31, 2005 (other than as a result of a default by the management investors, as defined in the stockholders agreement) or if Dean Foods does not proceed with the distribution, then Dean Foods will have the right to repurchase the common stock of TreeHouse from the management investors, and the management investors will have the right to sell such stock to Dean Foods, at an aggregate repurchase price of $11 million. In the event of a default by the management investors prior to the consummation of the distribution, Dean Foods will have the right to repurchase the common stock of TreeHouse from the management investors at a price equal to the lesser of the initial purchase price or the fair market value of such stock determined in accordance with the stockholders agreement. If, prior to the consummation of the distribution, Dean Foods decides not to pursue the distribution because Dean Foods has received an alternative proposal for an acquisition of Dean Foods or the businesses to be transferred to us, then Dean Foods also will pay the management investors a transaction fee equal to 1% of the total enterprise value of Dean Foods' Specialty Foods Group, *Mocha Mix* ®, *Second Nature* ® and foodservice salad dressings businesses determined in accordance with the stockholders agreement.

We have agreed to reimburse Dean Foods up to $12.5 million of fees and expenses incurred by Dean Foods in connection with the distribution. In addition, we have agreed to reimburse Dean Foods for up to $20 million of potential tax liabilities that could result from intercompany transactions effectuated in connection with the distribution. We expect that we will be required to reimburse Dean Foods for taxes under this provision, but are unable to estimate the amount at this time. If we are required to reimburse Dean Foods for these tax liabilities, then we have agreed to issue additional shares of our common stock to the management investors to reflect a revised valuation of TreeHouse that takes into account the tax liability reimbursement. See "— Tax Sharing Agreement" for more information.

The management investors will not be entitled to transfer or sell the shares purchased pursuant to the subscription agreements entered into by TreeHouse and each of the management investors until January 27, 2008, except, among other things, in accordance with put and call rights as defined in the stockholders agreement or as payment of the exercise price of the stock options that will be granted shortly after the distribution.

Shares of TreeHouse common stock held by a management investor may be transferred for estate-planning purposes, including transfers to a trust, a charitable remainder trust, a corporation, partnership or limited liability company, in each case, subject to the limitations set forth in the stockholders agreement. In addition, if a management investor's employment is terminated due to his death or disability (as defined in the applicable employment agreement) prior to the distribution, the management investor will have the right to sell all, but not less than all, of his shares of our common stock to Dean Foods, and Dean Foods will have the obligation to purchase such common stock at a price equal to the aggregate purchase price of such common stock.

For a more complete understanding of the terms of the stockholders agreement, please refer to the entire text of the stockholders agreement and the memorandum of amendment filed as exhibits to the Form 10 registration statement, of which this information statement forms a part.

Mr. Engles

Gregg L. Engles, Dean Foods' Chairman of the Board and Chief Executive Officer, is a member of our Board of Directors. See "Management."

Upon the distribution, Mr. Engles' vested options to purchase shares of Dean Foods common stock will be adjusted pro rata into the vested right to purchase shares of Dean Foods common stock and the vested right to purchase shares of TreeHouse common stock based on the distribution ratio. For a description of the treatment of Mr. Engles' unvested options to purchase shares of Dean Foods common stock, see "The Distribution — Effect of the Distribution on Dean Foods' Outstanding Stock Options and Restricted Stock Units."

CAPITALIZATION

The following table sets forth our capitalization as of March 31, 2005 on a historical basis and a pro forma basis to give effect to the distribution and transactions related to the distribution. You should read this table together with the "Selected Historical Combined Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our historical and unaudited pro forma condensed combined financial statements included elsewhere in this information statement. Please see Note 1 to our Combined Financial Statements for a description of the basis of presentation of the historical financial information shown below. The pro forma entries reflected in the table below (1) eliminate Dean Foods' receivables-backed facility of $22.4 million, (2) add our obligation to reimburse $12.5 million of transaction-related expenses incurred by Dean Foods, and (3) add the transfer to us of approximately $3.0 million of manufacturing assets related to the *Mocha Mix*® , *Second Nature*® and foodservice salad dressings businesses currently conducted by other affiliates of Dean Foods. For further explanation of the unaudited pro forma adjustments made to our historical financial statements, see "Unaudited Pro Forma Condensed Combined Financial Statements."

	As of March 31, 2005	
	Historical	Pro Forma
	(unaudited) (In thousands)	
Liabilities:		
Total long-term debt(1)	$ 28,860	$ 18,960
Shareholder's equity:		
Common Stock, par value $0.01 per share, authorized, issued and outstanding as of March 31, 2005	$ —	$ —
Additional paid-in capital	—	—
Parent's net investment	476,153	489,053
Total shareholder's equity	$ 476,153	$ 489,053

(1) Includes current portion of long-term debt.

DIVIDEND POLICY

We presently intend to retain future earnings, if any, to finance the expansion of our business. As a result, we do not expect to pay any cash dividends in the foreseeable future. All decisions regarding our payment of dividends will be made by our Board of Directors from time to time in accordance with applicable law after taking into account various factors, including our financial condition, operating results, current and anticipated cash needs, plans for expansion and possible loan covenants which may restrict or prohibit our payment of dividends.

SELECTED HISTORICAL COMBINED FINANCIAL DATA

The following tables set forth our selected historical financial data prepared on a combined basis. You should read the information set forth below in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our historical Combined Financial Statements and Notes to those statements included elsewhere in this information statement. Please see Note 1 to our Combined Financial Statements for a description of the basis of presentation of the historical data shown below. The Statement of Operations Data for the years ended December 31, 2004, 2003 and 2002 and the three months ended March 31, 2005 and 2004 (unaudited) and the Statement of Financial Position Data as of December 31, 2004 and 2003 and March 31, 2005 (unaudited) set forth below are derived from our Combined Financial Statements included elsewhere in this information statement. The Combined Statement of Operations Data for each of the years ended December 31, 2001 and 2000 and March 31, 2004 and 2005 and the Combined Statement of Financial Position Data as of December 31, 2002, 2001 and 2000 set forth below are derived from our unaudited combined financial statements not included in this information statement.

On December 21, 2001, Suiza Foods Corporation ("Suiza") acquired the former Dean Foods Company ("Legacy Dean"). At the same time, Suiza changed its name to Dean Foods Company (the "Dean Acquisition"). Dean Foods acquired its Specialty Foods Group segment and foodservice salad dressings business as a part of the Dean Acquisition. The acquisition was accounted for as a purchase and resulted in a revaluation of assets and liabilities to fair value. The related purchase accounting adjustments, including goodwill, have been "pushed down" and are reflected in the Combined Statement of Financial Position Data for 2004, 2003, 2002 and 2001. The 2000 Combined Statement of Financial Position Data and 2001 and 2000 Combined Statement of Operations Data are presented on a predecessor basis and have not been combined as the predecessor Legacy Dean businesses and the Suiza businesses did not operate under common control until December 21, 2001.

	Three Months Ended March 31		Year Ended December 31						
	2005	2004	2004	2003	2002	2001		2000	
	(unaudited)								
						Legacy Dean	Suiza	Legacy Dean	Suiza
				(In thousands)					
Statement of Operations Data									
Net Sales	$ 166,375	$ 165,576	$ 694,619	$ 696,134	$ 683,819	$659,586	$ 27,395	$675,623	$ 31,408
Gross Profit	37,844	39,597	156,649	178,238	180,577	149,430	15,605	174,433	17,883
Income from continuing operations	11,382	12,485	44,671	63,864	64,597	41,150	7,138	35,490	8,491
Statement of Financial Position Data									
Total assets	$ 618,998	$ 649,551	$ 632,922	$ 660,572	$ 639,935	$674,095		$504,857	$ 55,011
Long-term debt(1)(2)	28,860	30,958	28,511	25,205	10,298	10,979		7,598	—

(1) Includes current portion of long-term debt.

(2) Beginning in 2003, we began participating in Dean Foods' receivables-backed facility.

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

The Unaudited Pro Forma Condensed Combined Financial Statements presented below should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the audited Combined Financial Statements and the related Notes included elsewhere in this information statement. The following Unaudited Pro Forma Condensed Combined Financial Statements have been prepared giving effect to the distribution as of March 31, 2005 for the Unaudited Pro Forma Condensed Combined Balance Sheet and as of January 1, 2004 for the Unaudited Pro Forma Condensed Combined Statement of Income. These financial statements include adjustments to reflect the elimination of certain transaction-related expenses incurred in 2004 and the addition of pro forma compensation costs for the management investors. In addition, capitalization is adjusted to reflect the distribution in which we retain only company-specific indebtedness. Please see Note 1 to our Combined Financial Statements for a description of the basis of presentation of the historical data shown below.

The Unaudited Pro Forma Condensed Combined Balance Sheet and Statement of Operations included in this information statement have been derived from the Combined Financial Statements included elsewhere in this information statement and do not purport to represent what our financial position and results of operations would have been had the distribution and related transactions occurred on the dates indicated or to project our financial performance for any future period. Dean Foods did not account for us as, and we were not operated as, a separate, stand-alone entity for the period presented.

Our Unaudited Pro Forma Condensed Combined Financial Statements do not reflect certain ongoing annual incremental expenses associated with being a separate, stand-alone company for the periods presented. These expenses include marketing, regulatory compliance, raw materials procurement and general expenses related to operating on a separate, stand-alone basis.

TREEHOUSE FOODS, INC.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF INCOME
For the Three Months Ended March 31, 2005

	Historical	Adjustments	Pro Forma
		(In thousands)	
Net sales	$ 166,375	$ —	$ 166,375
Cost of sales	128,531	—	128,531
Gross profit	37,844	—	37,844
Operating costs and expenses	19,710	1,153 (B)	21,863
		1,000 (C)	
Other expense	132	188 (D)	320
Income from continuing operations before income taxes	18,002	(2,341)	15,661
Income taxes	6,620	(861)(E)	5,759
Income from continuing operations	$ 11,382	$ (1,480)	$ 9,902

See accompanying Notes to Unaudited Pro Forma Condensed Combined Financial Statements.

TREEHOUSE FOODS, INC.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF INCOME
For the Year Ended December 31, 2004

	Historical	Adjustments	Pro Forma
		(In thousands)	
Net sales	$ 694,619	$ —	$ 694,619
Cost of sales	537,970	—	537,970
Gross profit	156,649	—	156,649
Operating costs and expenses	85,081	(4,800)(A)	88,891
		4,610 (B)	
		4,000 (C)	
Other expense	826	750 (D)	1,576
Income from continuing operations before income taxes	70,742	(4,560)	66,182
Income taxes	26,071	(1,678)(E)	24,393
Income from continuing operations	$ 44,671	$ (2,882)	$ 41,789

See accompanying Notes to Unaudited Pro Forma Condensed Combined Financial Statements.

TREEHOUSE FOODS, INC.

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
As of March 31, 2005

	Historical	Adjustments	Pro Forma
		(In thousands)	
Assets:			
Cash and cash equivalents	$ 87	$ —	$ 87
Accounts receivables, net	30,139	—	30,139
Inventories	105,240	—	105,240
Other current assets	10,839	—	10,839
Total current assets	146,305	—	146,305
Property, plant and equipment	125,381	3,000 (F)	128,381
Goodwill	308,695	—	308,695
Identifiable intangible and other assets	38,617	—	38,617
Total assets	$ 618,998	$ 3,000	$ 621,998
Liabilities:			
Accounts payable and accrued expenses	$ 57,984	$ —	$ 57,984
Current portion of long-term debt	219	—	219
Total current liabilities	58,203	—	58,203
Long-term debt	28,641	(22,400)(G)	18,741
		12,500 (D)	
Deferred income taxes	35,031	—	35,031
Other long-term liabilities	20,970	—	20,970
Total liabilities	142,845	(9,900)	132,945
Parent's net investment	476,153	(12,500)(D)	489,053
		3,000 (F)	
		22,400 (G)	
Total liabilities and Parent's net investment	$ 618,998	$ 3,000	$ 621,998

See accompanying Notes to Unaudited Pro Forma Condensed Combined Financial Statements.

TREEHOUSE FOODS, INC.

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

A. Our historical combined financial statements include a management fee allocated to us from Dean Foods for various services performed by Dean Foods including tax, treasury, human resources, risk management, legal, information technology, internal audit, accounting and reporting. Included in the $11.1 million management fee for 2004 were $4.8 million of transaction-related expenses which will not be recurring. Pro forma entry A eliminates this portion of the management fee charged by Dean Foods.

B. In January 2005, Dean Foods entered into employment agreements with the management investors. Pro forma entry B reflects annual salaries, bonuses, benefits and other expenses in excess of amounts reflected in our historical Combined Statements of Income. Pro forma entry B reflects the pro forma incremental compensation cost that we may have incurred had the employment agreements been in place as of January 1, 2004. See "Executive Compensation" for further discussion.

C. Shortly after the Registration Date, as defined under the heading "Executive Compensation" within this information statement, we will grant to the management investors an aggregate award of restricted shares of our common stock equal to 2% in the aggregate of our outstanding common stock on the date of grant. The restricted shares will vest ratably over three years upon the achievement of certain stockholder return objectives set forth in the management investors' employment agreements and subject to the management investors' continued employment with us. We estimate aggregate compensation expense of $12 million, or $4 million per year, will be recognized over the three-year vesting period from the date of grant. Pro forma entry C represents estimated compensation expense had this grant been made on January 1, 2004. We also will issue stock options shortly after the Registration Date. Statement of Financial Accounting Standards ("SFAS") No. 123(R), which will be effective for us in the first quarter of 2006, will require us to expense these options over the vesting period when they are granted. No estimate of this expense has been included in the pro forma adjustments.

D. As a part of the announcement of the separation of our business from those of Dean Foods, we entered into a stockholders agreement with Dean Foods and the management investors. Under that stockholders agreement, we are required to reimburse Dean Foods up to $12.5 million of fees and expenses incurred by Dean Foods in connection with planning, analysis and execution of the distribution, as well as up to $20 million of certain tax obligations resulting from the distribution. We expect to make a payment to Dean Foods of $12.5 million at the date of distribution utilizing our new credit facility. Pro forma entry D represents our estimated liability and related interest expense. The interest expense charge is calculated at an estimated interest rate of 6.0%.

E. This pro forma adjustment represents the tax effect of pro forma entries A, B, C and D using our blended effective tax rate of 36.8% for the year ended December 31, 2004 and for the three months ended March 31, 2005.

F. As discussed in Note 1 to the audited Consolidated Financial Statements, the *Mocha Mix* ®, *Second Nature* ® and foodservice salad dressing businesses are currently integrated within other segments of Dean Foods. As a result, certain assets and liabilities, including accounts receivable, accounts payable, accrued liabilities, and manufacturing equipment, cannot be segregated. Prior to the distribution, Dean Foods will transfer these businesses to us and we will maintain the related assets and liabilities and production, distribution and commission costs after the transfer. We estimate that the working capital assets largely will be offset by the liabilities of these businesses. Pro forma entry F reflects our estimate of the manufacturing assets that will be transferred to us prior to the distribution.

G. Prior to the distribution, we will cease to participate in the Dean Foods receivables-backed facility. Pro forma entry G reflects the elimination of the facility obligation allocated to us as of March 31, 2005.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

We are currently a wholly-owned indirect subsidiary of Dean Foods. We were formed on January 25, 2005 in order to accomplish the distribution, via stock dividend, to Dean Foods' stockholders of Dean Foods' Specialty Foods Group segment, in addition to the Mocha Mix®, Second Nature® and foodservice salad dressings businesses currently conducted by other segments within Dean Foods.

We have never conducted operations. Dean Foods intends to transfer the assets and liabilities of its Specialty Foods Group segment, in addition to the Mocha Mix®, Second Nature® and foodservice salad dressings businesses currently conducted by other businesses owned by Dean Foods (collectively, the "transferred businesses") to us immediately prior to the distribution.

The Combined Financial Statements contained in this information statement were prepared for the purpose of accomplishing the distribution.

All of the historical assets, liabilities, sales, expenses, income, cash flows, products, businesses and activities referred to as "ours" in this information statement, including the Combined Financial Statements and the accompanying Notes, are in fact the historical assets, liabilities, sales, expenses, income, cash flows, products, businesses and activities of the transferred businesses. All references in this information statement, including the Combined Financial Statements and accompanying Notes, to "TreeHouse," "we," "our" and "us" mean TreeHouse Foods, Inc. as if the transferred businesses had already been transferred, unless the context otherwise requires.

Business Overview

We believe we are the largest manufacturer of pickles and non-dairy powdered creamer in the United States based upon total sales volumes. We also are the leading retail supplier of private label pickles and private label non-dairy powdered creamer in the United States. We had two reportable segments during all periods discussed in this Management's Discussion and Analysis of Financial Condition and Results of Operations: pickles and non-dairy powdered creamer. See Note 16 to our Combined Financial Statements. The designation of our segments has been made in anticipation of the distribution. We have designated our reportable segments based largely on how management views our business and on differences in manufacturing processes between product categories. The key performance indicators of both of our segments are sales dollars, gross profit and adjusted gross margin, which is our gross profit less the cost of transporting products to customer locations (referred to in the tables below as "freight out") and commissions paid to independent brokers.

Our current operations consist of the following:

- Our pickles segment sells pickles, peppers, relishes and related products. We supply private label pickles to supermarkets and mass merchandisers across the United States. We also sell pickle products to foodservice customers, including relish and hamburger pickle slices. In addition, we sell pickle products under our own brands, including *Farmans* ®, *Nalley's* ®, *Peter Piper* ® and *Steinfeld* ™, that have a regional following in certain areas of the country. Our pickles segment also sells sauces and syrups to retail grocers in the Eastern, Midwestern and Southeastern United States under our proprietary *Bennett's* ®, *Hoffman House* ® and *Roddenberry's* ® *Northwoods* ® brand names.
- Our non-dairy powdered creamer segment sells non-dairy powdered creamer under private labels and under our proprietary *Cremora* ® brand. Product offerings in this segment include private label products packaged for retailers, such as supermarkets and mass merchandisers, foodservice products for use in coffee service and other industrial applications, including for repackaging in portion control packages and for use as an ingredient by other food manufacturers.

- We also sell a variety of aseptic and refrigerated products. Aseptic products are processed under heat and pressure in a sterile production and packaging environment, creating a product that does not require refrigeration prior to use. We manufacture aseptic cheese sauces and puddings for sale primarily in the foodservice market. Our refrigerated products include *Mocha Mix* ®, a non-dairy liquid creamer, *Second Nature* ®, a liquid egg substitute, and salad dressings sold in foodservice channels.

Prior to 2005, we manufactured and sold aseptic nutritional beverages under co-pack arrangements and private labels. We exited the nutritional beverages business in the fourth quarter of 2004 due to significant declines in volume, which we believed could not be replaced without significant investments in capital and research and development. Our historical financial statements have been restated to reflect the operations and assets related to the nutritional beverages business as discontinued operations.

We sell our products primarily to the retail grocery and foodservice markets.

Results of Continuing Operations

The following table presents certain information concerning our financial results from continuing operations, including information presented as a percentage of combined net sales.

	Three Months Ended March 31				Year Ended December 31					
	2005		2004		2004		2003		2002	
	Dollars	Percent	Dollars	Percent	Dollars	Percent	Dollars	Percent	Dollars	Percent
					(Dollars in thousands)					
Combined net sales	$166,375	100.0%	$165,576	100.0%	$694,619	100.0%	$696,134	100.0%	$683,819	100.0%
Cost of sales	128,531	77.3	125,979	76.1	537,970	77.5	517,896	74.4	503,242	73.6
Gross profit	37,844	22.7	39,597	23.9	156,649	22.5	178,238	25.6	180,577	26.4
Operating costs and expenses:										
Selling and distribution	14,105	8.5	14,858	9.0	61,484	8.9	57,136	8.2	58,385	8.5
General and administrative	3,721	2.2	2,890	1.7	11,020	1.6	11,719	1.7	12,611	1.8
Management fee paid to Parent	1,470	0.9	1,575	1.0	11,100	1.6	5,400	0.8	3,600	0.5
Amortization of intangibles	414	0.2	336	0.2	1,477	0.2	1,344	0.2	1,551	0.2
Total operating costs and expenses	19,710	11.8	19,659	11.9	85,081	12.2	75,599	10.9	76,147	11.1
Total operating income	$ 18,134	10.9%	$ 19,938	12.0%	$ 71,568	10.3	$102,639	14.7%	$104,430	15.3%

Three Months Ended March 31, 2005 Compared to Three Months Ended March 31, 2004

Combined Net Sales — Combined first quarter net sales increased approximately 0.5% to $166.4 million in 2005, compared to $165.6 million in the first quarter of 2004. Combined net sales by segment are shown in the table below.

	Combined Net Sales			
	2005	2004	$ Increase/ (Decrease)	% Increase/ (Decrease)
		(Dollars in thousands)		
Pickles	$ 73,206	$ 79,702	$ (6,496)	(8.2)%
Non-dairy powdered creamer	64,884	58,447	6,437	11.0
Other	28,285	27,427	858	3.1
Total	$ 166,375	$ 165,576	$ 799	0.5%

Declines in sales in the pickles segment in the first quarter of 2005 were offset by increased sales in the non-dairy powdered creamer segment and in other products. Sales in the non-dairy powdered creamer segment increased 11.0% as a result of increased prices in response to rising input costs and

increased volumes in our retail and industrial channels. Net sales in the pickles segment decreased 8.2% to $73.2 million in the first quarter of 2005 from $79.7 million in the first quarter of the prior year primarily due to declines in sales to retail customers. Combined net sales of other products increased 3.1% to $28.3 million in the first quarter of 2005 from $27.4 million in the first quarter of the prior year primarily due to increased sales of aseptic cheese sauces and puddings due primarily to disruption of business in the first part of 2004 as a result of the relocation of the manufacturing line in late 2003.

Cost of Sales — All expenses incurred to bring a product to completion are included in cost of sales, such as raw material, ingredient and packaging costs; labor costs; facility and equipment costs, including costs to operate and maintain our warehouses; and costs associated with transporting our finished products from our manufacturing facilities to our own distribution centers. Cost of sales as a percentage of combined net sales increased to 77.3% in the first quarter of 2005 from 76.1% in the first quarter of 2004, primarily due to increased raw material costs in the pickles segment that could not be passed on to the customer. Higher fuel and energy costs also negatively impacted cost of sales. We continue to experience increases in commodity costs such as casein, cheese and coconut oil compared to the first quarter of 2004. See "— Year Ended December 31, 2004 Compared to Year Ended December 31, 2003 — Results by Segment."

Operating Costs and Expenses — Our operating expenses were flat at $19.7 million during the first quarters of 2005 and 2004 as decreased selling expenses were offset by increased fuel prices. Selling expenses decreased primarily due to a reduction of sales and marketing personnel in the fourth quarter of 2004 and lower trade marketing expenses. These decreases were offset somewhat by higher fuel prices, which we estimate added a total of approximately $400,000 to distribution costs in the first quarter of 2005 as compared to the first quarter of 2004. Our operating expenses as a percentage of combined net sales decreased 0.1% to 11.8% in the first quarter of 2005 as compared to 11.9% in the first quarter of 2004 due to the impact of increased sales.

Operating Income — Operating income during the first quarter of 2005 was $18.1 million, a decrease of $1.8 million, or 9.0%, from operating income of $19.9 million in the first quarter of 2004 as a result of the effect of higher costs of sales in the first quarter of 2005. Our operating margin was 10.9% in the first quarter of 2005 as compared to 12.0% in the prior year.

Income Taxes — Income tax expense was recorded at an effective rate of 36.8% in both quarters. Our effective tax rate varies based on the relative earnings of our business units.

Three Months Ended March 31, 2005 Compared to Three Months Ended March 31, 2004 — Results by Segment

Pickles —

	Three Months Ended March 31			
	2005		2004	
	Dollars	Percent	Dollars	Percent
	(Dollars in thousands)			
Net sales	$ 73,206	100.0%	$ 79,702	100.0%
Cost of sales	59,456	81.2	60,673	76.1
Gross profit	13,750	18.8	19,029	23.9
Freight out and commissions	4,823	6.6	5,048	6.4
Adjusted gross margin	$ 8,927	12.2%	$ 13,981	17.5%

Net sales in the pickles segment decreased by approximately $6.5 million, or 8.2%, in the first quarter of 2005 compared to the first quarter of 2004. The change in net sales from the first quarter of 2004 to 2005 was due to the following:

	Dollars	Percent
	(Dollars in millions)	
2004 Net sales	$ 79.7	
Volume	(6.6)	(8.4)%
Pricing	0.1	0.2
2005 Net sales	$ 73.2	(8.2)%

The decrease in net sales from 2004 to 2005 resulted primarily from declines in volume sales to retail customers. We lost the business of a large retail customer in the third quarter of 2004; in addition, according to Information Resources, Inc., sales volumes of pickles by all retail grocers was down 3.3% compared to the first quarter of the prior year.

Cost of sales as a percentage of net sales increased from 76.1% in 2004 to 81.2% in 2005 primarily as a result of significant increases in packaging, raw material and labor and overhead costs. Significant increases in the quarter include (i) a 7% increase in glass costs due in part to rising natural gas; (ii) a 4% increase in plastic containers due to rising resin costs; (iii) an 8% increase in corrugated paper; and (iv) a 14% increase in natural gas costs.

Freight out and commissions paid to independent brokers decreased $225,000, or 4.5%, to $4.8 million in the first quarter of 2005 compared to $5.0 million as a result of lower volumes. However, freight out and commissions increased as a percentage of net sales to 6.6% in the first quarter of 2005 compared to 6.4% in 2004 due to the relatively smaller decrease in freight out and commissions dollars compared to the decrease in sales dollars.

Non-dairy powdered creamer —

	Three Months Ended March 31			
	2005		2004	
	Dollars	Percent	Dollars	Percent
	(Dollars in thousands)			
Net sales	$ 64,884	100.0%	$ 58,447	100.0%
Cost of sales	50,461	77.8	45,531	77.9
Gross profit	14,423	22.2	12,916	22.1
Freight out and commissions	3,214	4.9	3,078	5.3
Adjusted gross margin	$ 11,209	17.3%	$ 9,838	16.8%

Net sales in the non-dairy powdered creamer segment increased by approximately $6.4 million, or 11%, in the first quarter of 2005 compared to the prior year. The change in net sales from 2004 to 2005 was due to the following:

	Dollars	Percent
	(Dollars in millions)	
2004 Net sales	$ 58.4	
Volume	3.5	5.9%
Pricing	3.0	5.1
2005 Net sales	$ 64.9	11.0%

In the second quarter of 2004, we increased our prices in response to significant increases in raw material costs such as soybean oil and casein. Also, sales volumes increased by approximately 5.9%, which

we believe was due to continued positive response to our new packaging for retail customers introduced in mid-2002.

Cost of sales as a percentage of net sales decreased slightly from 77.9% in the first quarter of 2004 to 77.8% in 2005, as price increases to our customers offset continued increases in raw material and utility costs. Increases in raw material costs included a 31% increase in casein, which was offset somewhat by a 17% decrease in soybean oil in the first quarter of 2005 compared to the first quarter of 2004. Utility costs increased 14% in the first quarter of 2005 compared to the prior year.

Freight out and commissions paid to independent brokers increased $136,000 to $3.2 million in 2005 compared to $3.1 million in 2004 primarily as a result of the increase in net sales volume. Freight out and commissions as a percentage of net sales decreased to 4.9% in the first quarter of 2005 compared to 5.3% in 2004 as a result of the relatively smaller increase in freight out and commission dollars compared to the increase in sales dollars.

Year Ended December 31, 2004 Compared to Year Ended December 31, 2003

Combined Net Sales — Combined net sales decreased approximately 0.2% to $694.6 million during 2004 from $696.1 million in 2003. Combined net sales by segment are shown in the table below.

	Combined Net Sales			
	2004	2003	$ Increase/ (Decrease)	% Increase/ (Decrease)
	(Dollars in thousands)			
Pickles	$ 339,080	$ 352,622	$ (13,542)	(3.8)%
Non-dairy powdered creamer	241,494	218,563	22,931	10.5
Other	114,045	124,949	(10,904)	(8.7)
Total	$ 694,619	$ 696,134	$ (1,515)	(0.2)%

Declines in sales in the pickles segment and in other products in 2004 were offset almost entirely by increased sales in the non-dairy powdered creamer segment. Sales in the non-dairy powdered creamer segment increased 10.5% due to increased prices in response to rising input costs, the acquisition of the *Cremora*® brand in December 2003 and increased volumes, net of the *Cremora*® acquisition, in the retail channel. Net sales in the pickles segment decreased 3.8% to $339.1 million in 2004 from $352.6 million in 2003 primarily due to declines in sales to retail customers partially attributable to the bankruptcy of a large foodservice customer and the loss of a retail chain customer in 2004. Combined net sales of other products decreased 8.7% to $114.0 million in 2004 from $124.9 million in 2003 primarily due to lower sales of aseptic cheese sauces and puddings due primarily to continued disruption of business caused by the relocation of our aseptic manufacturing line in late 2003.

Cost of Sales — All expenses incurred to bring a product to completion are included in cost of sales, such as raw material, ingredient and packaging costs; labor costs; facility and equipment costs, including costs to operate and maintain our warehouses; and costs associated with transporting our finished products from our manufacturing facilities to our own distribution centers. Cost of sales as a percentage of combined net sales increased to 77.5% in 2004 from 74.4% in 2003, primarily due to substantially higher raw material costs, particularly casein, soybean oil, coconut oil and cheese, as well as increases in glass and other packaging costs. In addition, our employee benefit costs increased by approximately $1.7 million, as a result of higher workers' compensation claims. Higher fuel and energy costs also negatively impacted cost of sales. See "— Year Ended December 31, 2004 Compared to Year Ended December 31, 2003 — Results by Segment."

Operating Costs and Expenses — Our operating expenses increased approximately $9.5 million, or approximately 12.5%, during 2004 compared to the prior year. Operating expenses increased primarily due to the following:

- higher fuel prices, which we estimate added a total of approximately $4 million to distribution costs for 2004 as compared to the prior year; and
- an increase in the management fee charged by Dean Foods of approximately $5.7 million in 2004 compared to the prior year. Approximately $4.8 million of the increase in the management fee related to the allocation of expenses related to the distribution.

Our operating expenses as a percentage of combined net sales increased 1.3% to 12.2% in 2004 as compared to 10.9% in 2003.

Operating Income — Operating income during 2004 was $71.6 million, a decrease of $31.1 million, or 30.3%, from operating income of $102.6 million in 2003 as a result of the effect of higher costs of sales and higher operating costs and expenses in 2004. Our operating margin was 10.3% in 2004 as compared to 14.7% in 2003.

Income Taxes — Income tax expense was recorded at an effective rate of 36.8% in 2004 compared to 37.3% in 2003. Our effective tax rate varies based on the relative earnings of our business units.

Year Ended December 31, 2004 Compared to Year Ended December 31, 2003 — Results by Segment

We had two reportable segments in 2004: pickles and non-dairy powdered creamer. See Note 16 to our Combined Financial Statements.

Pickles —

	Year Ended December 31			
	2004		2003	
	Dollars	Percent	Dollars	Percent
	(Dollars in thousands)			
Net sales	$ 339,080	100.0%	$ 352,622	100.0%
Cost of sales	266,018	78.4	261,109	74.0
Gross profit	73,062	21.6	91,513	26.0
Freight out and commissions	22,589	6.7	21,101	6.0
Adjusted gross margin	$ 50,473	14.9%	$ 70,412	20.0%

Net sales in the pickles segment decreased by approximately $13.5 million, or 3.8%, in 2004 versus 2003. The change in net sales from 2003 to 2004 was due to the following:

	Dollars	Percent
	(Dollars in millions)	
2003 Net sales	$ 352.6	
Volume	(6.9)	(2.0)%
Pricing	(6.6)	(1.8)
2004 Net sales	$ 339.1	(3.8)%

The decrease in net sales from 2003 to 2004 resulted primarily from declines in volume sales to retail customers attributed to the bankruptcy of a large foodservice customer in 2003, the loss of a large retail customer in 2004 and cool, wet weather in the summer months, which led to decreased retail demand. The balance of the decline in sales was due to price decreases in response to continued competitive pricing pressures in the retail environment.

Cost of sales as a percentage of net sales increased from 74.0% in 2003 to 78.4% in 2004 primarily as a result of increases in packaging and raw material costs including (i) a 12% increase in glass costs as a result of entering into a new supply agreement with a major glass vendor; (ii) an 8% increase in plastic containers due to rising resin costs; and (iii) rising natural gas costs. In addition, the cost of our employee health and welfare programs increased 15% over 2003 due to increased premiums. Due largely to competitive pressures, we were unable to pass through these product cost increases in 2004 to our customers.

Freight out and commissions paid to independent brokers increased $1.5 million, or 7.1%, to $22.6 million in 2004 compared to $21.1 million in 2003 primarily as a result of higher fuel and distribution costs.

Non-dairy powdered creamer —

	Year Ended December 31			
	2004		2003	
	Dollars	Percent	Dollars	Percent
	(Dollars in thousands)			
Net sales	$ 241,494	100.0%	$ 218,563	100.0%
Cost of sales	186,932	77.4	167,857	76.8
Gross profit	54,562	22.6	50,706	23.2
Freight out and commissions	12,426	5.1	9,837	4.5
Adjusted gross margin	$ 42,136	17.5%	$ 40,869	18.7%

Net sales in the non-dairy powdered creamer segment increased by approximately $22.9 million, or 10.5%, in 2004 versus 2003. The change in net sales from 2003 to 2004 was due to the following:

	Dollars	Percent
	(Dollars in millions)	
2003 Net sales	$ 218.6	
Acquisitions	6.7	3.1%
Volume	3.2	1.5
Pricing	13.0	5.9
2004 Net sales	$ 241.5	10.5%

Over half of the increase in net sales from 2003 to 2004 was due to price increases passed through to customers in 2004. Price increases in 2004 were in response to significant increases in raw material costs such as soybean oil and casein. Also, volume sales, net of acquisitions, increased by approximately 1.5%, which we believe was due to continued positive response to our new packaging for retail customers introduced in mid-2002. Finally, we benefitted from the full year impact of the *Cremora* ® brand acquired in December 2003.

Cost of sales as a percentage of net sales increased only slightly from 76.8% in 2003 to 77.4% in 2004, as significant increases in raw material and utility costs were passed through to customers in the form of higher product prices. Increases in raw material costs included a 25% increase in soybean oil and 35% increase in casein in 2004 compared to 2003. Utility costs increased 9% in 2004 compared to 2003, as well as a 15% increase in our employee health and welfare programs in 2004 over 2003 due to increases in insurance costs.

Freight out and commissions paid to independent brokers increased $2.6 million, or 26.3%, to $12.4 million in 2004 compared to $9.8 million in 2003 primarily as a result of increased fuel costs and due to the increase in net sales volume. Freight and commissions as a percentage of net sales increased to 5.1% in 2004 compared to 4.5% in 2003 as a result of rising fuel and distribution costs.

Year Ended December 31, 2003 Compared to Year Ended December 31, 2002

Combined net sales — Combined net sales increased 1.8% to $696.1 million during 2003 from $683.8 million in 2002. Combined net sales by segment are shown in the table below.

	Combined Net Sales			
	2003	2002	$ Increase/ (Decrease)	% Increase/ (Decrease)
	(Dollars in thousands)			
Pickles	$ 352,622	$ 356,201	$ (3,579)	(1.0)%
Non-dairy powdered creamer	218,563	199,228	19,335	9.7
Other	124,949	128,390	(3,441)	(2.7)
Total	$ 696,134	$ 683,819	$ 12,315	1.8%

Increases in sales in the non-dairy powdered creamer segment were partially offset by declines in the pickles segment and in other products. Net sales in the non-dairy powdered creamer segment increased 9.7% in 2003 to $218.6 million from $199.2 million in 2002 due to price increases in response to rising raw material costs, as well as volume growth on sales to retail customers. Net sales in the pickles segment declined 1.0% to $352.6 million in 2003 compared to $356.2 million in 2002 largely due to a decrease in sales to foodservice customers due to continued weakness in customer demand as a result of the economic downturn. Net sales of other products decreased 2.7% to $124.9 million in 2003 from $128.4 million in 2002 primarily due to lower sales of aseptic cheese sauces and puddings due to the disruption of business caused by the relocation of our aseptic manufacturing line in late 2003.

Cost of Sales — All expenses incurred to bring a product to completion are included in cost of sales, such as raw material, ingredient and packaging costs; labor costs; facility and equipment costs, including costs to operate and maintain our warehouses; and costs associated with transporting our finished products from our manufacturing facilities to our own distribution centers. The ratio of cost of sales to combined net sales increased to 74.4% in 2003 from 73.6% in 2002, primarily due to substantially higher raw material costs, particularly soybean oil, corn syrup, and cheese, as well as increases in glass and other packaging costs. See "— Year Ended December 31, 2003 Compared to Year Ended December 31, 2002 — Results by Segment."

Operating Costs and Expenses — Our combined operating costs and expenses remained approximately level in 2003 in comparison to 2002. Changes in categories of expenses within operating costs and expenses included the following:

- general and administrative expenses declined by $892,000 in 2003 in comparison to 2002 due to lower bonus expense as a result of actual results not meeting targets; and
- the management fee paid to Dean Foods increased by $1.8 million in 2003 from 2002.

Our operating expenses as a percentage of combined net sales was 10.9% for 2003 as compared to 11.1% for 2002.

Operating Income — Operating income during 2003 was $102.6 million, a decrease of $1.8 million, or 1.7%, from 2002 operating income of $104.4 million. Our operating margin in 2003 was 14.7% compared to 15.3% in 2002.

Income Taxes — Income tax expense was recorded at an effective rate of 37.3% in 2003 compared to 37.6% in 2002. Our effective tax rate varies based on the relative earnings of our business units.

Year Ended December 31, 2003 Compared to Year Ended December 31, 2002 — Results by Segment

As noted above, our reportable segments are pickles and non-dairy powdered creamer.

Pickles —

	Year Ended December 31			
	2003		2002	
	Dollars	Percent	Dollars	Percent
	(Dollars in thousands)			
Net sales	$ 352,622	100.0%	$ 356,201	100.0%
Cost of sales	261,109	74.0	263,445	74.0
Gross profit	91,513	26.0	92,756	26.0
Freight out and commissions	21,101	6.0	20,358	5.7
Adjusted gross margin	$ 70,412	20.0%	$ 72,398	20.3%

The pickles segment's net sales decreased by approximately $3.6 million, or 1.0%, in 2003 versus 2002. The change in net sales from 2002 to 2003 was due to the following:

	Dollars	Percent
	(Dollars in millions)	
2002 Net sales	$ 356.2	
Volume	(1.3)	(0.4)%
Pricing	(2.3)	(0.6)
2003 Net sales	$ 352.6	(1.0)%

The decrease in net sales from 2002 to 2003 resulted from declines in volume sales to foodservice customers as a result of overall weakness in customer demand in the foodservice industry due to the economic downturn and increased promotional expense to retail customers which is recorded as a reduction of the sales price.

Cost of sales as a percentage of net sales was consistent at 74.0% in 2003 and 2002 as higher raw material prices for cucumbers, sweeteners and packaging in 2003 were offset by cost savings as a result of the closure and consolidation of certain pickle plants in mid to late 2002.

Freight out and commissions paid to independent brokers increased $743,000, or 3.7%, to $21.1 million in 2003 compared to $20.4 million in 2002 primarily resulting from increases in fuel and distribution costs.

Non-dairy powdered creamer —

	Year Ended December 31			
	2003		2002	
	Dollars	Percent	Dollars	Percent
	(Dollars in thousands)			
Net sales	$ 218,563	100.0%	$ 199,228	100.0%
Cost of sales	167,857	76.8	154,052	77.3
Gross profit	50,706	23.2	45,176	22.7
Freight out and commissions	9,837	4.5	8,410	4.2
Adjusted gross margin	$ 40,869	18.7%	$ 36,766	18.5%

Net sales in the non-dairy powdered creamer segment increased by approximately $19.3 million, or 9.7%, in 2003 versus 2002. The change in net sales from 2002 to 2003 was due to the following:

	Dollars	Percent
	(Dollars in millions)	
2002 Net sales	$ 199.2	
Volume	17.6	8.8%
Pricing	1.8	0.9
2003 Net sales	$ 218.6	9.7%

The increase in net sales from 2002 to 2003 was primarily a result of increased volume sales to retail customers. We believe the increase in sales to retail customers was the result of a positive response to our new packaging for retail customers introduced in mid-2002. Sales also increased due to increased prices in response to rising soybean oil and sweetener costs.

Cost of sales as a percentage of net sales decreased from 77.3% in 2002 to 76.8% in 2003, primarily as a result of an 11% decrease in casein prices.

Freight out and commissions paid to independent brokers increased by $1.4 million, or 17.0%, to $9.8 million in 2003 compared to $8.4 million in 2002 primarily as a result of the increase in net sales volume. Freight out and commissions as a percentage of net sales increased to 4.5% in 2003 compared to 4.2% in 2002 as a result of rising fuel and distribution costs.

Liquidity and Capital Resources

Historically, we have generated and expect to continue to generate positive cash flow from operations.

As part of Dean Foods, our cash is swept regularly by Dean Foods. Dean Foods also funds our operating and investing activities as needed. Our transfers of cash both to and from Dean Foods' cash management system are reflected on our balance sheets as "Parent's net investment." Dean Foods does not allocate the interest expense related to its receivables-backed facility or other financing obligations to its segments, except for specific borrowings for industrial revenue bonds. Therefore, the interest expense reflected in our Combined Financial Statements relates only to our capital lease and industrial revenue bond obligations.

At the time of the distribution, we do not anticipate having any outstanding long-term debt, except for our capital lease obligations and borrowings necessary to pay the transaction-related expenses associated with the distribution. Debt balances as of March 31, 2005 include proceeds from an accounts receivable securitization of $22.4 million and capital lease obligations of $6.5 million. We sell accounts receivable through a receivables-backed facility controlled by Dean Foods. Prior to the distribution, we will cease to participate in Dean Foods' receivables-backed facility, and at the date of the distribution we will have no obligations under this facility.

Our short-term financing needs primarily are for financing of working capital during the year and reimbursement of transaction expenses associated with the distribution. Due to the seasonality of pickle production driven by the cucumber harvest cycle, which occurs primarily during the spring and summer, pickle inventories generally are at a low point in late spring and at a high point during the fall. Our long-term financing needs will depend largely on potential acquisition activity.

Our senior credit facility that we anticipate entering into concurrent with the distribution date is a five-year, $400 million unsecured revolving credit facility. We may request to increase the commitments under the credit facility up to an aggregate of $500 million upon the satisfaction of certain conditions. Proceeds from the credit facility may be used for working capital and general corporate purposes, including acquisition financing, and to pay fees and expenses in connection with the distribution. The credit facility will contain various financial and other restrictive covenants and will require that we maintain certain

financial ratios, including a leverage and interest coverage ratio. We believe that, given our current cash position, our cash flow from operating activities and our available credit capacity, we can comply with the current terms of the credit facility and can meet presently foreseeable financial requirements.

Interest will be payable quarterly or at the end of the applicable interest period in arrears on any outstanding borrowings at a customary Eurodollar rate plus the applicable margin or at a customary base rate. The underlying rate will be defined as either the rate offered in the interbank Eurodollar market or the higher of the prime lending rate of the administrative agent or federal funds rate plus 0.5%. The applicable margin for Eurodollar loans will be based on our consolidated leverage ratio and ranges from 0.50% to 0.80%. In addition, a facility fee based on our consolidated leverage ratio and ranging from 0.125% to 0.20% will be due quarterly on all commitments under the credit facility.

The credit facility will contain limitations on liens, investments, the incurrence of subsidiary indebtedness, mergers, dispositions of assets, acquisitions, material lines of business, transactions with affiliates. The credit facility also will restrict certain payments, including dividends, and will prohibit certain agreements restricting the ability of our subsidiaries to make certain payments and to guarantee our obligations under the credit facility. The credit facility will contain standard default triggers, including without limitation:

- failure to pay principal, interest or other amounts due and payable under the credit facility and related loan documents;
- failure to maintain compliance with the financial and other covenants contained in the credit agreement;
- incorrect or misleading representations or warranties;
- default on certain of our other debt;
- the existence of bankruptcy or insolvency proceedings;
- insolvency;
- existence of certain material judgments;
- failure to maintain compliance with ERISA;
- the invalidity of certain provisions in any loan document; and
- a change of control.

Historical Cash Flow

	Three Months Ended March 31,		Year Ended December 31,		
	2005	2004	2004	2003	2002
			(In thousands)		
Cash provided by operating activities	$ 31,640	$ 32,382	$ 91,191	$ 68,088	$ 85,149
Capital spending	2,626	4,879	21,990	17,101	10,404

Cash provided by operating activities decreased $742,000, or 2.3%, in the first quarter of 2005 compared to the prior year, due to the changes in deferred income taxes primarily as a result of timing differences in accrued liabilities. Cash provided by operating activities increased by $23.1 million, or 33.9%, in 2004 compared to 2003, primarily as a result of reductions in inventory balances. Inventory balances declined primarily due to lower pickle inventories as a result of decreased sales over the last several years and lower non-dairy powdered creamer inventory. Non-dairy powdered creamer inventories were unusually high at the end of 2003. Cash provided by operating activities decreased $17.1 million, or 20.0%, in 2003 compared to 2002, primarily as a result of changes in our working capital balances.

Contractual Obligations

The following table presents the total contractual obligations for which cash flows are fixed and determinable as of March 31, 2005:

	Payments due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
			(In thousands)		
Capital lease obligations	$ 14,739	$ 994	$ 1,958	$ 1,773	$ 10,014
Operating lease obligations	41,444	6,182	11,046	9,441	14,775
Purchase obligations	86,741	42,584	18,802	14,718	10,637
Total	$ 142,924	$ 49,760	$ 31,806	$ 25,932	$ 35,426

Purchase obligations primarily relate to purchases of raw materials.

Long-Term Liabilities

Our employees and retirees participate in various defined benefit pension plans and certain health care and life insurance benefits provided by Dean Foods. The liability related to the pension and other postretirement benefits was $5.6 million and $825,000, respectively, at December 31, 2004. Based on current projections, 2005 funding requirements for our pension and other postretirement benefit obligations will be approximately $4.2 million and $61,000, respectively.

Other Commitments and Contingencies

In addition to contingent liabilities related to ordinary course litigation and audits, we have certain indemnification obligations related to our business. See “Our Relationship with Dean Foods After the Distribution — Distribution Agreement and Tax Sharing Agreement.”

See Note 14 to our Combined Financial Statements for more information about our commitments and contingent obligations.

We have not yet determined our future capital expenditures.

Known Trends and Uncertainties

Prices of Raw Materials

We were adversely affected by rising input costs during 2004 and the first quarter of 2005, and we expect our financial results to continue to be adversely affected by high input costs throughout 2005.

Many of the raw materials that we use in our products rose to unusually high levels during 2004, including soybean oil, casein, cheese and packaging materials. High fuel costs are also having a negative impact on our results. Prices for many of these raw materials and packaging materials used are expected to remain high and in some cases increase in 2005. For competitive reasons, we may not be able to pass along increases in raw materials and other input costs as we incur them. Therefore, the current raw materials environment is expected to continue to adversely affect our financial results in 2005.

Competitive Environment

There has been significant consolidation in the retail grocery and foodservice industries in recent years, and mass merchandisers are gaining market share. As our customer base continues to consolidate, we expect competition to intensify as we compete for the business of fewer customers. There can be no assurance that we will be able to keep our existing customers, or gain new customers. As the consolidation of the retail grocery and foodservice industries continues, we could lose sales if any one or more of our existing customers were to be sold.

Many of our retail customers have become increasingly price sensitive in the current intensely competitive environment. Over the past few years, we have been subject to a number of competitive bidding situations, which have resulted in margin erosion on sales to several customers, including some large customers. We expect this trend to continue. In bidding situations we are subject to the risk of losing certain customers altogether. Loss of any of our largest customers could have a material adverse impact on our financial results. We do not have contracts with many of our largest customers, and most of the contracts that we do have are generally terminable at will by the customer.

Both the difficult economic environment and the increased competitive environment at the retail and foodservice levels have caused competition to become increasingly intense in our business. We expect this trend to continue for the foreseeable future.

Tax Rate

Our tax rate was 36.8% for the first quarter of 2005. Recent and proposed changes to federal and state tax codes may cause the rate to change from historical rates.

See "Risk Factors" for a description of various other risks and uncertainties concerning our business.

Critical Accounting Policies

"Critical accounting policies" are defined as those that are both most important to the portrayal of a company's financial condition and results, and that require our most difficult, subjective or complex judgments. In many cases the accounting treatment of a particular transaction is specifically dictated by generally accepted accounting principles with no need for the application of our judgment. In certain circumstances, however, the preparation of our Combined Financial Statements in conformity with generally accepted accounting principles requires us to use our judgment to make certain estimates and assumptions. These estimates affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the Combined Financial Statements and the reported amounts of revenues and expenses during the reporting period. We have identified the policies described below as our critical accounting policies. See Note 2 to our Combined Financial Statements for a detailed discussion of these and other accounting policies.

Sales Recognition and Accounts Receivable — Sales are recognized when persuasive evidence of an arrangement exists, the price is fixed or determinable, the product has been shipped to the customer and there is a reasonable assurance of collection of the sales proceeds. In accordance with Emerging Issues Task Force ("EITF") 01-09, "Accounting for Consideration Given by a Vendor to a Customer," sales are reduced by certain sales incentives, some of which are recorded by estimating expense based on our historical experience. We provide credit terms to customers ranging up to 30 days, perform ongoing credit evaluation of our customers and maintain allowances for potential credit losses based on historical experience. Estimated product returns, which have not been material in the historical periods, are deducted from sales at the time of shipment.

Goodwill and Intangible Assets — Our goodwill and intangible assets totaled $308.7 million as of March 31, 2005 resulting primarily from our acquisition by Dean Foods. Upon acquisition, the purchase price is first allocated to identifiable assets and liabilities, including trademarks and customer-related intangible assets, with any remaining purchase price recorded as goodwill. Goodwill and trademarks with indefinite lives are not amortized.

We believe a trademark has an indefinite life if it has sufficient market share and a history of strong sales and cash flow performance that we expect to continue for the foreseeable future. If these perpetual trademark criteria are not met, the trademarks are amortized over their expected useful lives. Determining the expected life of a trademark requires considerable management judgment and is based on an evaluation of a number of factors including the competitive environment, market share, trademark history and anticipated future trademark support.

Perpetual trademarks and goodwill are evaluated for impairment at least annually to ensure that future cash flows continue to exceed the related book value. A perpetual trademark is impaired if its book value exceeds fair value. Goodwill is evaluated for impairment if the book value exceeds its fair value. If the fair value of an evaluated asset is less than its book value, the asset is written down to fair value based on its discounted future cash flows.

Amortizable intangible assets are only evaluated for impairment upon a significant change in the operating environment. If an evaluation of the undiscounted cash flows indicates impairment, the asset is written down to its estimated fair value, which is generally based on discounted future cash flows.

Considerable management judgment is necessary to evaluate the impact of operating changes and to estimate future cash flows. Assumptions used in our impairment evaluations, such as forecasted growth rates and our cost of capital, are consistent with our internal projections and operating plans.

We did not recognize any impairment charges for perpetual trademarks or goodwill during the historical period.

Income Taxes — We are included in Dean Foods' consolidated income tax returns and we do not file separate federal tax returns. Our income taxes have been determined and recorded in our Combined Financial Statements as if we were filing a separate return for federal income tax purposes. Deferred income taxes are provided for temporary differences between amounts recorded in the Combined Financial Statements and tax bases of assets and liabilities using current tax rates. Deferred tax assets, including the benefit of net operating loss carry-forwards, are evaluated based on the guidelines for realization and are reduced by a valuation allowance if deemed necessary. We have established no valuation allowance against our deferred tax assets. In determining the need for valuation allowances, we consider many factors, including the specific taxing jurisdiction, income tax strategies and forecasted earnings for the entities in each jurisdiction. A valuation allowance would be recognized if, based on the weight of available evidence, we conclude that it is more likely than not that some portion or all of the deferred income tax asset will not be realized.

Insurance Accruals — We participate in Dean Foods' insurance programs. We retain selected levels of property and casualty risks, primarily related to employee health care, workers' compensation claims and other casualty losses. Many of these potential losses are covered under conventional insurance programs with third-party carriers with high deductible limits. In other areas, we are self-insured with stop-loss coverages. Accrued liabilities for incurred but not reported losses related to these retained risks are calculated based upon loss development factors which contemplate a number of variables including claims history and expected trends. These loss development factors are developed by Dean Foods in consultation with external insurance brokers and actuaries. At March 31, 2005 and at December 31, 2004, we recorded accrued liabilities related to these retained risks of $6.0 million and $5.7 million, respectively, including both current and long-term liabilities.

Employee Benefit Plan Costs — Our employees and retirees have participated in various pension, profit sharing and other postretirement benefit plans sponsored by Dean Foods. We record annual amounts relating to these plans based on calculations specified by generally accepted accounting principles, which include various actuarial assumptions, such as discount rates, long-term rate of return on pension plan assets, compensation increases, employee turnover rates and health care cost trend rates. Dean Foods reviews actuarial assumptions on an annual basis and make modifications to the assumptions based on current rates and trends when it is deemed appropriate. As required by generally accepted accounting principles, the effect of the modifications is generally recorded and amortized over future periods. Different assumptions that we make could result in the recognition of different amounts of expense over different periods of time.

Dean Foods manages pension plan assets in a master trust. Upon the distribution, we will manage the portion of these plan assets related to our employees. We are currently in the process of developing an investment policy. Dean Foods current asset mix guidelines under the investment policy target equities at

65-75% of the portfolio and fixed income at 25-35%. At December 31, 2004 Dean Foods' pension plan weighted average asset allocations were generally consistent with the target mix guidelines.

Dean Foods determines the expected long-term rate of return based on expectations of future returns for the pension plan's investments based on target allocations of the pension plan's investments. Additionally, Dean Foods considers the weighted-average return of a capital markets model that was developed by the plans' investment consultants and historical returns on comparable equity, debt and other investments. The resulting weighted average expected long-term rate of return on plan assets is 8.5%.

While a number of the key assumptions related to the qualified pension plans are long-term in nature, including assumed investment rates of return, compensation increases, employee turnover rates and mortality rates, generally accepted accounting principles require that the discount rate assumption be more heavily weighted to current market conditions. As such, the discount rate likely will change more frequently. In 2004 Dean Foods reduced the discount rate utilized to determine the estimated future benefit obligations from a range of 6.0-6.5% at December 31, 2003 to 5.75% at December 31, 2004.

Recent Accounting Pronouncements

Recently Adopted Accounting Pronouncements — In December 2003, the Financial Accounting Standards Board ("FASB") issued SFAS No. 132 (revised 2003), "Employers' Disclosures about Pensions and Other Postretirement Benefits" in an attempt to improve financial statement disclosures regarding defined benefit plans. This standard requires that companies provide more details about their plan assets, benefit obligations, cash flows, benefit costs and other relevant information. In addition to expanded annual disclosures, we are required to report the various elements of pension and other postretirement benefit costs on a quarterly basis. SFAS No. 132 (revised 2003) is effective for fiscal years ending after December 15, 2003, and for quarters beginning after December 15, 2003. The expanded disclosure requirements are included in Notes 11 and 12 to our Combined Financial Statements.

On December 8, 2003, the Medicare Prescription Drug, Improvement and Modernization Act of 2003 (the "Act") was signed into law. The Act introduces a prescription drug benefit under Medicare Part D, as well as a federal subsidy to sponsors of retiree health care benefit plans that provide a benefit that is at least actuarially equivalent to Medicare Part D. In April 2004, the FASB issued Staff Position ("FSP") No. SFAS 106-2 to address the accounting and disclosure requirements related to the Act. The FSP is effective for interim or annual periods beginning after September 15, 2004. As substantially all of our postretirement benefits terminate at age 65, the FSP did not have a material effect on our Combined Financial Statements.

Recently Issued Accounting Pronouncements — The FASB issued SFAS No. 123(R), "Share-Based Payment" in December 2004. It will require the cost of employee compensation paid with equity instruments to be measured based on grant-date fair values. That cost will be recognized over the vesting period. SFAS No. 123(R) will become effective for us in the first quarter of 2006. Our pro forma stock option disclosures included in Note 2 to the Combined Financial Statements include the effect of Dean Foods stock options issued to our employees by Dean Foods. These options will vest at the date of distribution and will not be an expense to us. We intend to adopt stock-based compensation plans following the distribution.

In November 2004, the FASB issued SFAS No. 151, "Inventory Costs — an Amendment of ARB No. 43, Chapter 4." SFAS No. 151, which is effective for inventory costs incurred during years beginning after June 15, 2005, clarifies the accounting for abnormal amounts of idle facility expense, freight, handling costs, and wasted material, requiring that those items be recognized as current-period charges. In addition, SFAS No. 151 requires that allocation of fixed production overheads be based on the normal capacity of the production facilities. We do not believe the adoption of this standard will have a material impact on our Combined Financial Statements.

In December 2004, the FASB issued SFAS No. 153, "Exchanges of Nonmonetary Assets, an amendment of APB Opinion No. 29." SFAS No. 153 is effective for nonmonetary exchanges occurring in

years beginning after June 15, 2005. SFAS No. 153 eliminates the rule in APB No. 29 which excluded from fair value measurement exchanges of similar productive assets. Instead, SFAS No. 153 excludes from fair value measurement exchanges of nonmonetary assets which do not have commercial substance. We do not believe the adoption of this standard will have a material impact on our Combined Financial Statements.

Quantitative and Qualitative Disclosures About Market Risk

We do not utilize financial instruments for trading purposes and hold no derivative financial instruments which could expose us to significant market risk. In addition, all of our foreign sales are transacted in U.S. dollars. Our exposure to market risk for changes in interest rates relates primarily to the increase in the amount of interest expense we expect to pay with respect to our revolving credit facility to be entered into in connection with the distribution, which will be tied to variable market rates.

OUR BUSINESS AND PROPERTIES

General

We are a food manufacturer servicing primarily the retail grocery and foodservice channels. Our products include pickles and related products, such as peppers and relishes; non-dairy powdered creamer used as coffee creamer and as an ingredient in other food products; and certain other food products, such as aseptic cheese sauces and puddings. We manufacture and sell:

- private label products to retailers, such as supermarkets and mass merchandisers, for resale under the retailers' own or controlled labels;
- private label and branded products to the foodservice industry, including foodservice distributors and national restaurant operators;
- branded products under our own proprietary brands, primarily on a regional basis to retailers; and
- products to our industrial customer base, including for repackaging in portion control packages and for use as an ingredient by other food manufacturers.

We believe we are the largest manufacturer of pickles and non-dairy powdered creamer in the United States based upon total sales volumes. We also are the leading retail supplier of private label pickles and private label non-dairy powdered creamer in the United States. In 2004, private label products, which compete with branded products on the basis of equivalent quality at a lower price, represented approximately one-third of all pickle products and approximately one-half of all non-dairy powdered creamer sold in the retail grocery channel in the United States.

We sell our products primarily to the retail grocery and foodservice channels. For the year ended December 31, 2004, sales to the retail grocery and foodservice channels represented approximately 50% and 30%, respectively, of our combined net sales. The remaining approximately 20% represented sales to other food manufacturers. A majority of our sales are private label products.

Our business has two reportable segments: pickles and non-dairy powdered creamer. We also manufacture and sell other food products, as described more fully below.

In 2004, approximately 49% of our combined net sales were in our pickles segment and approximately 35% were in our non-dairy powdered creamer segment. The remaining approximately 16% were attributable to sales of our other food products.

Pickles. We produce pickles, peppers, relishes and related products at six of our production facilities. Our products include whole pickles, sliced pickles, pickle relish, peppers and other products in a variety of flavor formulations. We supply private label pickles to supermarkets and mass merchandisers across the United States. We also sell pickle products to foodservice customers, including relish and hamburger pickle slices. In addition, we sell pickle products under our own brands, including *Farmans* ®, *Nalley's* ®, *Peter Piper* ® and *Steinfeld* ™, that have a regional following in certain areas of the country. Our pickles segment also sells sauces and syrups to retail grocers in the Eastern, Midwestern and Southeastern United States under our proprietary *Bennett's* ®, *Hoffman House* ® and *Roddenberry's* ® *Northwoods* ® brand names.

Non-Dairy Powdered Creamer. We produce non-dairy powdered creamer at three of our production facilities. Non-dairy powdered creamer is primarily used as coffee creamer or whitener. It is also used as an ingredient in baking, beverage and gravy mixes and similar products. We sell non-dairy powdered creamer under private labels and under our proprietary *Cremora* ® brand to the retail grocery and foodservice markets. We also sell non-dairy powdered creamer to our industrial customer base for repackaging in portion control packages and for use as an ingredient by other food manufacturers.

Other Food Products. We also produce aseptic cheese sauces and puddings for the foodservice market. Aseptic cheese sauces and puddings are processed under heat and pressure in a sterile

environment, creating a product that does not require refrigeration prior to use. We have one production facility devoted to the manufacture of aseptic products.

Other food products that we manufacture and sell include *Mocha Mix* ®, a non-dairy liquid creamer, *Second Nature* ®, a liquid egg substitute, and salad dressings sold in foodservice channels. All of these products are refrigerated and historically have been manufactured by Dean Foods at three separate production facilities. In connection with the distribution, production of these items will be transitioned into a single production facility that will be transferred to us. *Mocha Mix* ® and *Second Nature* ® are branded products sold to retail customers.

Prior to 2005, we manufactured and sold aseptic nutritional beverages under co-pack arrangements and private labels. We exited the nutritional beverages business in the fourth quarter of 2004 due to significant declines in volume, which we believed could not be replaced without significant investments in capital and research and development. Our historical financial statements have been restated to reflect the operations and assets related to the nutritional beverages business as discontinued operations.

Most of our products have long shelf lives and are shipped from our production facilities directly to customers or to our distribution centers, where products are consolidated for shipment to customers.

See "— Our Products" below for a detailed description of our reportable segments and other food products.

Following the distribution, we will operate our business as Bay Valley Foods LLC. Bay Valley Foods LLC is a newly formed Delaware limited liability company and a wholly owned subsidiary of TreeHouse Foods, Inc. that will hold all of the real estate and operating assets related to our business.

History of Our Business

The operations that comprise our business were previously operated by three separate operating divisions within Dean Foods: the Specialty Foods Group, the Branded Products Group and the Dairy Group. In connection with the distribution, we acquired the following assets from these operating divisions:

- Specialty Foods Group: all of the operating (including manufacturing) and intellectual property assets of the Specialty Foods Group, as well as the intellectual property assets associated with the foodservice salad dressings businesses;
- Branded Products Group: the operating assets associated with the *Mocha Mix* ®, *Second Nature* ®, and *Rod's*® brand name portion of the foodservice salad dressings businesses, as well as the intellectual property assets associated with the *Mocha Mix* ® and *Second Nature* ® businesses; and
- Dairy Group: the manufacturing assets associated with the *Mocha Mix* ®, *Second Nature* ®, and foodservice salad dressings businesses, as well as the operating assets associated with the private label portion of the foodservice salad dressings businesses.

A substantial majority of our operations are the operations of Dean Foods' former Specialty Foods Group segment. On December 21, 2001, Dean Foods (under its former name, Suiza Foods Corporation) acquired the former Dean Foods Company ("Legacy Dean"), including its Specialty Foods Group segment. Legacy Dean entered the pickle business in 1962 when it acquired Green Bay Foods Company, which traces its heritage in the pickle industry to 1862. In time, Legacy Dean grew to become what we believe is now the largest manufacturer of pickles in the United States based on total sales. After many years of growth and expansion, Legacy Dean's Green Bay Foods operations expanded to include powdered non-dairy creamer, sauces, syrups and other specialty food products.

Business Strategy

Our strategy is to optimize our current business and grow through acquisitions.

Optimize the Current Business

- **Improve marketing strategies in an effort to increase sales to national accounts** . While we have high private label market share in both pickles and non-dairy powdered creamer, we still have significant potential for growth with several key national retailers and foodservice customers that we either do not currently serve, or that we currently serve in a limited manner. We intend to focus on gaining these customers, and expanding our relationships with existing customers, by improving our marketing strategies through more sophisticated account planning and customer targeting.
- **Invest in capacity and research and development to support additional growth** . Our non-dairy powdered creamer business continues to grow with both retail and industrial customers. The primary use for our non-dairy creamer is as coffee creamer or whitener. However, non-dairy creamer is also a highly versatile ingredient that can be used in many products, including hot cocoa mixes, cappuccino mixes, sauces and gravies. We intend to focus on increasing sales by capitalizing on the versatility of our product, and we believe our current strong retail customer base and industrial customer base, supported by our superior product quality and low cost manufacturing, well position us for growth in both the retail and industrial powder markets. Therefore, we intend to invest in capacity for our non-dairy powder as appropriate to support our growth. We also intend to invest in research and development related to non-dairy powdered creamer to find new uses for our product and to ensure that we are keeping pace with changing consumer needs.

  We also believe there are opportunities to grow our aseptic business with key foodservice and industrial customers, and we intend to invest in research and development and additional capacity as necessary to grow our business.
- **Further expand our cost advantage.** Although we are a low cost producer, we believe that there are cost savings opportunities that exist in our operations. We intend to pursue these opportunities by improving supply chain efficiency, including manufacturing, sourcing and distribution.

Grow Through Acquisitions

- **Build on current business core competencies.** We believe our core competency lies in our low cost manufacturing and our ability to service our customers efficiently with a single order, invoice and shipment. We expect to focus initially on acquisitions within our current product categories, as well as adjacent categories. We have successfully acquired and integrated seven acquisitions with total annualized sales of over $200 million in both pickles and non-dairy creamer between 1997 and 2004.
- **Move up the "value chain."** Products such as non-dairy powdered creamer and aseptic cheese sauces are key ingredients in value-added products such as drink mixes, sauces, gravies and prepared foods. We intend to pursue acquisitions of product lines and businesses in which these ingredients are critical components of the final product.
- **Develop new platforms for the private label and foodservice markets** . Both the private label and foodservice markets are growing faster than the branded retail grocery markets yet the manufacturer base is highly fragmented. With the retailer consolidation that currently is underway, we believe that retailers will place increased emphasis on reducing supply chain complexity and costs. While our initial new platform focus will be on shelf stable products, we also will explore new platforms in frozen and refrigerated products for both retail and foodservice.

Our Products

We believe we are the largest manufacturer of pickles and non-dairy powdered creamer in the United States based upon total sales volumes. We also are the leading retail supplier of private label pickles and private label non-dairy powdered creamer in the United States. Financial information about our pickles and non-dairy powdered creamer segments, as well as our other operating divisions, can be found under "Management's Discussion and Analysis of Financial Condition and Results of Operations — Results of Continuing Operations" and in Note 17 to our Combined Financial Statements included elsewhere in this information statement.

The following table sets forth on a pro forma basis, after giving effect to the distribution and certain adjustments described under the heading "Unaudited Pro Forma Condensed Combined Financial Statements," our combined net sales by product category and distribution channel for the year ended December 31, 2004:

	Distribution Channel							
	Retailers		Foodservice		Industrial and Other		Total	
Products	Net Sales	% of Product Sales	Net Sales	% of Product Sales	Net Sales	% of Product Sales	Net Sales	% of Product Sales
	(Dollars in thousands)							
Pickles	$ 195,592	58%	$ 127,761	37%	$ 15,727	5%	$ 339,080	100%
Non-Dairy Powdered Creamer	122,481	51	4,637	2	114,376	47	$ 241,494	100%
Other	25,780	23	76,177	67	12,088	10	$ 114,045	100%
Total	$ 343,853		$ 208,575		$ 142,191		$ 694,619	

Pickles

Our pickles are manufactured and sold as either shelf stable, fresh pack or refrigerated products. Shelf stable pickles go through a fermentation process and are pasteurized. Fresh pack pickles are not fermented but are pasteurized and packed. Both shelf stable and fresh pack pickles are sold primarily to the retail grocery and foodservice markets. Refrigerated pickles are packed fresh and are not pasteurized. They are sold primarily to the foodservice market.

Pickles are made from cucumbers, which we source from growers in different regions of the United States where our production facilities are located. We also source cucumbers and pickles in both bulk and packaged form from Mexico and India. Due to the seasonal nature of the cucumber harvest, our pickle processing operations are busiest during the summer months, although we pack pickles year round.

Our pickles are produced and packaged as whole pickles, cut or sliced pickles and as pickle relish. The basic flavor formulations are dill or sweet, with many additional flavor variations depending on customer requirements. Packaging for retail pickles is generally in glass jars. Foodservice pickles are packaged in plastic containers and other packaging formats depending on customer requirements.

We also produce a variety of related products at our pickle production facilities, including peppers and pickled vegetables. These products include jalapeno peppers, pepperoncini peppers, sliced banana peppers and pickled okra.

We also include sauces and syrups in our pickles segment. One of our production facilities produces sauces, including shrimp, tartar, horseradish, chili and sweet and sour sauces under the *Bennett's* ® and *Hoffman House* ® brand names. These products are sold primarily to supermarkets in the Eastern, Midwestern and Southern United States. Another of our production facilities produces pancake and waffle syrup under the *Roddenberry's* ® *Northwoods* ® brand, which is a leading value brand in the Southeastern United States based on volume of units sold.

After giving effect to the distribution and certain adjustments described under the heading "Unaudited Pro Forma Condensed Combined Financial Statements," pickles and related products represented approximately 49% of our combined net sales for the year ended December 31, 2004.

Non-Dairy Powdered Creamer

Non-dairy powdered creamer is produced from soybean oil, casein (a milk protein) and corn syrup. It is used as coffee creamer or whitener and as an ingredient in baking, beverage and gravy mixes and similar products.

Product offerings in this segment include private label products packaged for retailers, such as supermarkets and mass merchandisers, foodservice products for use in coffee service and other industrial applications, including for repackaging in portion control packages and for use as an ingredient by other food manufacturers. We also manufacture and sell the *Cremora* ® brand of non-dairy powdered creamer.

After giving effect to the distribution and certain adjustments described under the heading "Unaudited Pro Forma Condensed Combined Financial Statements," non-dairy powdered creamer represented approximately 35% of our combined net sales for the year ended December 31, 2004.

Other Food Products

Aseptic products are processed under heat and pressure in a sterile production and packaging environment, creating a product that does not require refrigeration prior to use. Our principal aseptic products are cheese sauces and puddings. These products are sold in the foodservice market in cans and flexible packages. We have developed new product formulations and packaging formats in this product line in response to customer needs.

Other food products that we manufacture and sell include *Mocha Mix* ®, a non-dairy liquid creamer, and *Second Nature* ®, a liquid egg substitute. *Mocha Mix* ® is distributed on a regional basis primarily on the West Coast of the United States. It also is sold as an ingredient to a third-party ice cream processor that produces its own frozen product under the *Mocha Mix* ® brand name. *Second Nature* ® is distributed primarily in eleven states throughout the United States. We also sell refrigerated salad dressings to foodservice distributors and operators. All of these products are refrigerated and currently are manufactured by Dean Foods at three separate production facilities. In connection with the distribution, production of these items will be transitioned into a single production facility that will be transferred to us.

Prior to 2005, we manufactured and sold aseptic nutritional beverages under co-pack arrangements and private labels. We exited the nutritional beverages business in the fourth quarter of 2004 due to significant declines in volume, which we believed could not be replaced without significant investments in capital and research and development. Our historical financial statements have been restated to reflect the operations and assets related to the nutritional beverages business as discontinued operations.

Marketing, Sales and Distribution

We sell our products through various distribution channels, including retail grocery, foodservice and industrial, including food manufacturers and repackagers of foodservice products. We have an internal sales force that manages customer relationships and also manages our broker network, which is used for sales to retail and foodservice accounts. Industrial food products are generally sold directly to customers without the use of a broker. Most of our customers, including long-standing customers, purchase products from us either by purchase order or pursuant to contracts that generally are terminable at will. We have many customer supply arrangements that are not evidenced by written agreements.

In 2004, sales to retailers, foodservice and industrial customers represented approximately 50%, 30% and 20%, respectively, of our combined net sales.

A relatively limited number of customers accounts for a large percentage of our combined net sales. For the year ended December 31, 2004, our largest customer, Wal-Mart (including its subsidiaries,

such as Sam's Club), represented approximately 10.1% of our combined sales and approximately 21.8% of our non-dairy powdered creamer segment's sales. During the same period, our five largest customers represented approximately 31.0% of our combined sales. In addition to Wal-Mart, other major retail customers include Kroger and Topco. Major foodservice customers include US Food Service, Unipro and McDonalds. For the year ended December 31, 2004, our pickles segment's five largest customers represented approximately 33.5% of that segment's sales. During the same period, an affiliate of Sysco Corporation represented approximately 17.7% of sales attributable to our other food products group.

Our products generally are shipped from inventory upon receipt of a customer order. In certain cases, we produce to order. Sales order backlogs are not material to our business.

Products are shipped from our production facilities directly to customers or to our distribution centers, where products are consolidated for shipment to customers. This consolidation of products enables us to improve customer service by offering our customers a single order, invoice and shipment.

Seasonality

Demand for our products does not vary significantly by season.

Raw Materials

The most important raw material that we use in our pickle operations is cucumbers. We purchase cucumbers under seasonal grower contracts with a variety of growers strategically located to supply our production facilities. We select seeds and advise growers regarding planting techniques. We also monitor agricultural practices and direct the harvest. Bad weather or disease in a particular growing area can reduce crop yields in that area, requiring us to purchase cucumbers from foreign sources or ship cucumbers from other growing areas in the United States, which increases production costs. The strategic location of our production facilities relative to cucumber growing areas mitigates this risk. We have long-standing relationships with many of our growers. In addition, we also procure cucumbers and pickles in both bulk and packaged form from Mexico and India.

Other important raw materials that we use in our operations are soybean oil, coconut oil casein, cheese and corn syrup. These raw materials generally are purchased under supply contracts, and we occasionally engage in forward buying when we determine such buying to be to our advantage. We believe these raw materials to be generally available from a number of suppliers.

The most important packaging materials that we use in our operations are glass, plastic containers, cardboard, metal closures and metal cans. These packaging materials are purchased under long-term supply contracts. We believe these packaging materials to be generally available from a number of suppliers, with the exception of glass, which we procure through a long-term supply contract that expires in December 2007.

Certain of our raw materials are purchased under long-term contracts in an attempt to guarantee supply and in order to obtain lower costs. The prices of our raw materials increase and decrease based on supply, demand and other factors. We are not always able to adjust our pricing to reflect changes in raw materials costs. Volatility in the cost of our raw materials can adversely affect our performance as price changes often lag behind changes in costs.

For additional discussion of the risks associated with the raw materials used in our operations, see "Risk Factors — Risks Related to Our Business and Industry — Increases in input costs, such as raw materials, packaging materials and fuel costs could adversely affect us."

Working Capital

Components of our working capital generally are stable throughout the year with the exception of pickle inventories. The peak season for pickle production occurs during the spring and summer as

cucumbers are harvested and processed. As a result, pickle inventories tend to reach a low point in the second quarter and are at a high point at the end of the third quarter.

Competition

We have several competitors in each of our product markets. In sales of private label products to retailers, the principal competitive factors are price, product quality and quality of service. In sales of private label products to consumers, the principal competitive factors are price and product quality. In sales of products to foodservice customers, the principal competitive factors are product quality and specifications, reliability of service and price.

Competition to obtain shelf space for our branded products with retailers generally is based on the expected or historical performance of our product sales relative to our competitors. The principal competitive factors for sales of our branded products to consumers are brand recognition and loyalty, product quality and price. Most of our branded competitors have significantly greater resources and brand recognition than we do.

The consolidation trend is continuing in the retail grocery and foodservice industries, and mass merchandisers are gaining market share. As our customer base continues to consolidate, we expect competition to intensify as we compete for the business of fewer customers.

Properties and Facilities

We currently operate 11 principal production facilities, all of which are owned except for the facility in City of Industry, California, which is leased under an agreement that expires September 2006. We believe that these facilities are suitable for our operations and provide sufficient capacity to meet our requirements for the foreseeable future. The chart below lists the location and principal products produced at our production facilities:

Facility Location	Principal Products
City of Industry, California	*Mocha Mix* ®, *Second Nature* ® and salad dressings(1)
La Junta, Colorado	Pickles, peppers and relish
Chicago, Illinois	Refrigerated foodservice pickles
Dixon, Illinois	Aseptic cheese sauces, puddings and gravies
Pecatonica, Illinois(2)	Powders used for non-dairy creamers
Plymouth, Indiana	Pickles, peppers and relish
New Hampton, Iowa	Powders used for non-dairy creamers
Wayland, Michigan	Powders used for non-dairy creamers and other powdered products
Faison, North Carolina	Pickles, peppers and relish; syrup
Portland, Oregon(3)	Pickles, peppers and relish
Green Bay, Wisconsin	Pickles, peppers, relish and sauces

(1) Planned. See “Our Relationship with Dean Foods After the Distribution — City of Industry Plant.”

(2) We also have a research and development facility located at this property. See “— Research and Development” below.

(3) We also lease adjacent land at this facility for use in connection with our pickle processing plant operations.

Prior to 2005, we manufactured and sold aseptic nutritional beverages under co-pack arrangements and private labels. We exited the nutritional beverages business in the fourth quarter of 2004 due to significant declines in volume, which we believed could not be replaced without significant investments in capital and research and development. As a result, we closed our facility in Benton Harbor, Michigan. This facility currently is held for sale. In addition, we have entered into a written contract for the sale of our former production facility in Cairo, Georgia, which we expect to close in the near future subject to customary closing conditions. See Note 13 to our Consolidated Financial Statements for more information about the closing of the Cairo, Georgia production facility.

We also operate five principal distribution centers, all of which are leased except for the La Junta, Colorado distribution center, which is owned. The chart below lists the location and size of our five principal distribution centers.

Facility Location	Size (square feet)	Lease Expiration Date
La Junta, Colorado(1)	200,000	—
Plymouth, Indiana	300,500	June 2015
Turkey, North Carolina	495,000	June 2011
Portland, Oregon	250,000	April 2014
Hobart, Wisconsin	510,000	June 2012

(1) We own the building and lease the underlying land pursuant to a long-term ground lease that expires July 2023.

In addition to the facilities listed above, we also utilize a number of other warehouses and distribution centers, most of which are operated by third parties. In particular, we utilize a 286,000 square foot warehouse facility in Dixon, Illinois and a 139,000 square foot warehouse facility in Pecatonica, Illinois. Both of these facilities are owned and operated by third parties.

Research and Development

Our research facilities include a Research and Development Center in Pecatonica, Illinois. The Center focuses on the development of aseptic and powdered creamer products. Product development work for aseptic products also is carried out at our production facility in Dixon, Illinois. Research and development for our pickles segment is carried out at our production facility in Green Bay, Wisconsin. In addition, all of our manufacturing facilities are used for sample preparation, plant trials, ingredient approval and other quality control procedures.

Intellectual Property

We own several trademarks that are used primarily for our regionally branded pickles and sauces. We protect our trademarks by obtaining registrations where appropriate and opposing any infringements.

In connection with the distribution, Dean Foods will grant to us a license to use its *Dean* ® and *Fieldcrest* ® trademarks until our current supply of packaging materials is depleted. In addition, we will grant to Dean Foods a perpetual, royalty-free license to use the *Rod's* ® trademark in connection with Dean Foods' operations. See "Our Relationship with Dean Foods After the Distribution — Trademark License Agreements."

Employee and Labor Relations

As of March 31, 2005, our work force consisted of approximately 1,800 full-time employees. Of these, approximately 1,640 were engaged in manufacturing, approximately 50 were engaged in marketing and sales and approximately 110 were engaged in administration.

We employ temporary and contract labor for cucumber procurement and pickle processing during the harvest season. Seasonal labor needs normally peak at approximately 1,050 workers during the cucumber harvest period in the summer.

Currently, approximately 63% of our full time distribution, production and maintenance employees are covered by collective bargaining agreements with locals of the International Brotherhood of Teamsters or the United Food and Commercial Workers Union.

We currently have good labor and employee relations.

Legal Proceedings

We are subject to legal proceedings, claims and litigation arising in the ordinary course of our business. While the outcome of these matters is currently not determinable, we do not expect that the ultimate costs to resolve these matters will have a material adverse effect on our financial position, results of operations or cash flows.

Government Regulation

Public Health

As a manufacturer and distributor of food products, we are subject to a number of food-related regulations, including the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder by the U.S. Food and Drug Administration (the "FDA"). This comprehensive regulatory framework governs the manufacturing (including composition and ingredients), labeling, packaging and safety of food in the United States. The FDA:

- regulates manufacturing practices for foods through its current good manufacturing practices regulations;
- specifies the standards of identity for certain foods, including many of the products we sell; and
- prescribes the format and content of certain information required to appear on food product labels.

In addition, the FDA enforces the Public Health Service Act and regulations issued thereunder, which authorize regulatory activity necessary to prevent the introduction, transmission or spread of communicable diseases. We also are subject to numerous other federal, state and local regulations involving such matters as the licensing and registration of manufacturing facilities, enforcement by government health agencies of standards for our products, inspection of our facilities and regulation of our trade practices in connection with the sale of food products.

We use quality control laboratories in our manufacturing facilities to test raw ingredients. Product quality and freshness are essential to the successful distribution of our products. To monitor product quality at our facilities, we maintain quality control programs to test products during various processing stages. We believe that our facilities and manufacturing practices comply with all material government regulations.

Employee Safety Regulations

We are subject to certain safety regulations including regulations issued pursuant to the U.S. Occupational Safety and Health Act. These regulations require us to comply with certain manufacturing safety standards to protect our employees from accidents. We believe that we are in material compliance with all employee safety regulations.

Environmental Laws and Regulations

Our operations are subject to various federal state and local laws and regulations relating to the protection of the environment, including those governing prevention and control of emissions to the air and discharges to water, management and disposal of hazardous materials, and cleanup of contaminated sites.

We maintain above-ground petroleum storage tanks at many of our production facilities. We are required to make expenditures from time to time in order to maintain these tanks in accordance with applicable requirements. Each of our pickle processing facilities uses and processes large quantities of brine in tanks and other structures. In certain situations, we have been required to undertake measures to investigate chloride groundwater contamination resulting from brine operations, and we are currently investigating or remediating such chloride releases at three production facilities. Investigation and

remediation costs associated with these efforts have not been and are not expected to be material. There may be chloride releases at other facilities that will require investigation or remediation, and we cannot assure you that any such future costs will not be material.

Certain of our production facilities discharge wastewater into municipal waste treatment facilities in excess of levels permitted under local regulations. Because of this, certain of our production facilities are required to pay wastewater surcharges or to upgrade wastewater pretreatment facilities. These surcharges and upgrade costs have not been and are not expected to be material.

Like many in the food manufacturing industry, we use ammonia as a refrigerant in our operations. Due to its toxicity, ammonia is defined as an “extremely hazardous substance” by rules under the Emergency Planning and Community Right-to-Know Act, and we manage it accordingly.

We believe our facilities and practices are sufficient to maintain material compliance with currently applicable requirements. To maintain compliance with environmental laws and regulations, we are required from time to time to make expenditures to upgrade or replace air and water pollution control equipment. Our anticipated capital expenditures for compliance with environmental laws and regulations during the remainder of 2005 and 2006 are not expected to be material.

Based on our experience to date, we do not believe that liability for environmental conditions and the future costs of compliance with existing environmental laws will have a material adverse effect on our capital expenditures, earnings or competitive position.

MANAGEMENT

Our Directors and Executive Officers

Our Board of Directors is comprised of seven directors, of which at least a majority are considered independent under the independence requirements of the SEC and the New York Stock Exchange. Sam K. Reed, who is our Chief Executive Officer, serves as Chairman of the Board. Gregg L. Engles, Chairman of the Board and Chief Executive Officer of Dean Foods, also serves on our Board of Directors. In addition, George V. Bayly, Michelle R. Obama, Frank J. O'Connell, Gary D. Smith and Terdema L. Ussery, II serve as independent directors. Our Board of Directors is divided into three classes. Each director will serve for a term expiring at the annual meeting of stockholders in the year indicated below. For more information, see "Description of Our Capital Stock — Anti Takeover Effects of Provisions of Our Certificate of Incorporation, By-Laws and Rights Plan and of Delaware Law."

Set forth below is information concerning our executive officers and prospective directors.

Name	Position	Term as Director
Sam K. Reed	Chief Executive Officer and Chairman of the Board	Expires 2008
George V. Bayly	Director	Expires 2007
Gregg L. Engles	Director	Expires 2008
Michelle R. Obama	Director	Expires 2007
Frank J. O'Connell	Director	Expires 2006
Gary D. Smith	Director	Expires 2007
Terdema L. Ussery, II	Director	Expires 2006
David B. Vermylen	President and Chief Operating Officer	
E. Nichol McCully	Senior Vice President and Chief Financial Officer	
Thomas E. O'Neill	Senior Vice President, General Counsel and Chief Administrative Officer	
Harry J. Walsh	Senior Vice President of Operations	

Sam K. Reed, age 58, is the Chairman of our Board of Directors. Mr. Reed has served as our Chief Executive Officer since January 2005. Prior to joining us, Mr. Reed was a principal in TreeHouse LLC, an entity unrelated to us that was formed to pursue investment opportunities in consumer packaged goods businesses. From March 2001 to April 2002, Mr. Reed served as Vice Chairman of Kellogg Company. From January 1996 to March 2001, Mr. Reed served as the President and Chief Executive Officer and as a director of Keebler Foods Company. Prior to joining Keebler, Mr. Reed served as Chief Executive Officer of Specialty Foods Corporation's (unrelated to Dean Foods) Western Bakery Group division from 1994 to 1995. Mr. Reed also has served as President and Chief Executive Officer of Mother's Cake and Cookie Co. and has held Executive Vice President positions at Wyndham Bakery Products and Murray Bakery Products. In addition to our Board, Mr. Reed serves on the Board of Directors of Weight Watchers International and Tractor Supply Company. Mr. Reed holds a B.A. from Rice University and an M.B.A. from Stanford University.

George V. Bayly, age 62, was elected as a Director on June 6, 2005. Since January 2003, Mr. Bayly has served as Co-Chairman of U.S. Can Corporation. In 2004, Mr. Bayly also served as Chief Executive Officer of U.S. Can Corporation. In addition, Mr. Bayly has been a principal of Whitehall Investors, LLC, a consulting and venture capital firm, since January 2002. From January 1991 to December 2002, Mr. Bayly served as Chairman, President and Chief Executive Officer of Ivex Packaging Corporation. From 1987 to 1991, Mr. Bayly served as Chairman, President and Chief Executive Officer of Olympic Packaging, Inc. Mr. Bayly also held various management positions with Packaging Corporation of

America from 1973 to 1987. In addition to our Board, Mr. Bayly serves on the Board of Directors of General Binding Corporation, Packaging Dynamics, Inc., Huhtamaki Oyj and U.S. Can Corporation. Mr. Bayly holds a B.S. from Miami University and a M.B.A. from Northwestern University. Mr. Bayly also served as a Lieutenant Commander in the United States Navy. Mr. Bayly is the Chairman of our Audit Committee and is a member of the Compensation Committee of our Board of Directors.

Gregg L. Engles, age 47, was elected as a Director on June 6, 2005. Mr. Engles has served as Dean Foods' Chief Executive Officer and as a director of Dean Foods since the company's formation in October 1994. From October 1994 until December 21, 2001, Mr. Engles served as Chairman of the Board of Dean Foods. When Dean Foods acquired the former Dean Foods Company ("Legacy Dean") on December 21, 2001, Mr. Howard Dean was named Chairman of the Board pursuant to the merger agreement concerning Dean Foods' acquisition of Legacy Dean, and Mr. Engles was named Vice Chairman of the Board. In April 2002, Mr. Dean retired and Mr. Engles resumed his position as Chairman of the Board. Prior to the formation of Dean Foods, Mr. Engles served as Chairman of the Board and Chief Executive Officer of certain predecessors to Dean Foods. In addition to our Board and the Board of Dean Foods, Mr. Engles serves on the Board of Directors of Swift & Company. Mr. Engles holds a B.A. from Dartmouth College and a J.D. from Yale Law School.

Michelle R. Obama, age 41, was elected as a Director on June 6, 2005. Since March 2005, Ms. Obama has served as the Vice President for Community and External Affairs for the University of Chicago Hospitals. From September 2001 to March 2005, Ms. Obama served as Executive Director of Community Affairs at the University of Chicago Hospitals. In addition, Ms. Obama served as Associate Dean of Students and Director of Community Service for the University of Chicago from September 1997 to March 2005. Ms. Obama also has held numerous positions in the public and non-profit sectors, including Executive Director of the Chicago Office of Public Allies, Assistant Commissioner of Planning and Development for the City of Chicago and Assistant to the Mayor of the City of Chicago. Ms. Obama holds a B.A. from Princeton University and a J.D. from Harvard Law School. Ms. Obama is a member of the Audit Committee and the Nominating and Corporate Governance Committee of our Board of Directors.

Frank J. O'Connell, age 62, was elected as a Director on June 6, 2005. Since June 2004, Mr. O'Connell has served as a senior partner of The Parthenon Group. From November 2000 to June 2002, Mr. O'Connell served as President and Chief Executive Officer of Indian Motorcycle Corporation. From June 2002 to May 2004, Mr. O'Connell served as Chairman of Indian Motorcycle. Indian Motorcycle was liquidated under applicable California statutory procedures in January 2005. From 1996 to 2000, Mr. O'Connell served as Chairman, President and Chief Executive Officer of Gibson Greetings, Inc. From 1991 to 1995, Mr. O'Connell served as President and Chief Operating Officer of Skybox International. Previously Mr. O'Connell served as President of Reebok Brands, North America, President of HBO Video and Senior Vice President of Mattel's Electronics Division. In addition to our Board, Mr. O'Connell serves on the Board of Directors of Radica Games Limited. Mr. O'Connell holds a B.A. and a M.B.A. from Cornell University. Mr. O'Connell is the Chairman of the Compensation Committee and a member of the Nominating and Corporate Governance Committee of our Board of Directors.

Gary D. Smith, age 62, was elected as a Director on June 6, 2005. Since January 2001, Mr. Smith has served as Chief Executive Officer and Chairman of Encore Associates, Inc. From April 1995 to December 2004, Mr. Smith served as Senior Vice President — Marketing of Safeway, Inc. In addition, Mr. Smith held various management positions at Safeway, Inc. from 1961 to 1995. In addition to our Board, Mr. Smith serves on the Board of Directors of The Winery Exchange, Supply Chain Systems Ltd. and S.T. Specialty Foods. He is also an advisory Board member of Trade Point, Inc. and Altierre Corporation. Mr. Smith is the Chairman of the Nominating and Corporate Governance Committee and is a member of the Audit Committee of our Board of Directors.

Terdema L. Ussery, II, age 46, was elected as a Director on June 6, 2005. Since April 1997, Mr. Ussery has served as the President and Chief Executive Officer of the Dallas Mavericks. Since September 2001, Mr. Ussery also has served as Chief Executive Officer of HDNet. From 1993 to 1996,

Mr. Ussery served as the President of Nike Sports Management. From 1991 to 1993, Mr. Ussery served as Commissioner of the Continental Basketball Association (the "CBA"). Prior to becoming Commissioner, Mr. Ussery served as Deputy Commissioner and General Counsel of the CBA from 1990 to 1991. From 1987 to 1990, Mr. Ussery was an attorney at Morrison and Foerster LLP. In addition to our Board, Mr. Ussery serves on the Board of Directors of The Timberland Company. Mr. Ussery holds a B.A. from Princeton University, an M.P.A. from Harvard University and a J.D. from the University of California at Berkeley. Mr. Ussery is a member of the Compensation Committee of our Board of Directors.

David B. Vermylen, age 54, is our President and Chief Operating Officer and has served in that position since January 2005. Prior to joining us, Mr. Vermylen was a principal in TreeHouse, LLC. From March 2001 to October 2002, Mr. Vermylen served as President and CEO of Keebler Foods Company, a division of Kellogg Company. Prior to becoming CEO of Keebler, Mr. Vermylen served as the President of Keebler Brands from January 1996 to February 2001. Mr. Vermylen also has served as the Chairman, President and CEO of Brother's Gourmet Coffee and Vice President of Marketing and Development and later President and CEO of Mother's Cake and Cookie Co. His prior experience also includes three years with the Fobes Group and fourteen years with General Foods Corporation where he served in various marketing positions. Mr. Vermylen serves on the Boards of Directors of Aeropostale, Inc. and Birds Eye Foods, Inc. Mr. Vermylen holds a B.A. from Georgetown University and an M.B.A from New York University.

E. Nichol McCully, age 50, is our Chief Financial Officer and has served in that position since January 2005. Prior to joining us, Mr. McCully was a principal in TreeHouse, LLC. From January 1996 to March 2001, Mr. McCully served as Chief Financial Officer and Senior Vice President — Finance of Keebler Foods Company. Prior to joining Keebler, Mr. McCully served as the Group Chief Financial Officer for the Western Bakery Group division of Specialty Foods Corporation from 1993 to 1995. He also served as Vice President — Finance for Mother's Cake and Cookie Co. from 1991 until its acquisition by Specialty Foods Corporation (unrelated to Dean Foods) in 1993. In addition, Mr. McCully has held financial management positions with Spreckels Sugar Corporation, Triad Systems Corporation and Wells Fargo Leasing Corporation and was formerly an accountant with Arthur Andersen & Co. Mr. McCully serves on the Board of Directors of Otis Spunkmeyer, Inc. Mr. McCully holds a B.A. from the University of California at Berkeley and an M.B.A. from the University of California at Los Angeles.

Thomas E. O'Neill, age 50, is our General Counsel and Chief Administrative Officer and has served in that position since January 2005. Prior to joining us, Mr. O'Neill was a principal in TreeHouse, LLC. From February 2000 to March 2001, he served as Senior Vice President, Secretary and General Counsel of Keebler Foods Company. He previously served at Keebler as Vice President, Secretary and General Counsel from December 1996 to February 2000. Prior to joining Keebler, Mr. O'Neill served as Vice President and Division Counsel for the Worldwide Beverage Division of the Quaker Oats Company from December 1994 to December 1996, Vice President and Division Counsel of the Gatorade Worldwide Division of the Quaker Oats Company from 1991 to 1994 and Corporate Counsel at Quaker Oats from 1985 to 1991. Prior to joining Quaker Oats, Mr. O'Neill was an attorney at Winston & Strawn LLP. Mr. O'Neill holds a B.A. and J.D. from the University of Notre Dame.

Harry J. Walsh, age 49, is our Senior Vice President of Operations and has served in that position since January 2005. Prior to joining us, Mr. Walsh was a principal in TreeHouse, LLC. From June 1996 to October 2002, Mr. Walsh served as Senior Vice President of the Specialty Products Division of Keebler Foods Company. Mr. Walsh was President and Chief Operations Officer of Bake-Line Products from March 1999 to February 2001; Vice-President-Logistics and Supply Chain Management from April 1997 to February 1999; Vice President-Corporate Planning and Development from January 1997 to April 1997; and Chief Operating Officer of Sunshine Biscuits from June 1996 to December 1996. Prior to joining Keebler, Mr. Walsh served as Vice President of G.F. Industries, Inc. and President and Chief Operating Officer and Chief Financial Officer for Granny Goose Foods, Inc. Prior to entering the food industry, Mr. Walsh was an accountant with Arthur Andersen & Co. Mr. Walsh holds a B.A. from the University of Notre Dame.

As noted above, prior to joining us each of our executive officers was, for varying periods of time, a principal of TreeHouse, LLC. TreeHouse, LLC and its predecessor partnership were formed to bring together certain members of the former Keebler Foods Company management team following the expiration of their employment with Keebler Foods Company to investigate investment opportunities in the consumer packaged goods industry. TreeHouse, LLC was member managed and, as a result, none of the individuals held officer positions. Messrs. Reed, Vermylen, McCully, O'Neill and Walsh joined TreeHouse, LLC in April 2002, October 2002, March 2001, March 2001 and October 2002, respectively. As a result of the executive officers joining us on January 27, 2005, TreeHouse, LLC ceased operations.

Annual Meeting

Our by-laws provide that an annual meeting of stockholders will be held each year on a date specified by our Board of Directors. We expect the first annual meeting of our stockholders after the distribution to be held in the spring of 2006.

Committees of the Board of Directors

Our Board of Directors has established three standing committees: the Audit Committee, the Compensation Committee and the Nominating and Corporate Governance Committee. Each of these committees operates under a charter approved by our Board of Directors. Copies of each committee's charter will be posted on our website, .

All of the members of each of our Board of Directors' three standing committees are independent as defined under the rules of the New York Stock Exchange, including, in the case of all members of the Audit Committee, the independence requirements contemplated by Rule 10A-3 under the Securities Exchange Act of 1934, as amended.

Audit Committee

The Audit Committee's responsibilities include:

- reporting regularly to our Board of Directors;
- appointing, setting the compensation of, and assessing the performance, qualifications and independence of our registered public accounting firm;
- overseeing the work of our registered public accounting firm, including through the receipt and consideration of certain reports from such firm;
- reviewing and discussing with management and the registered public accounting firm our annual and quarterly financial statements and related disclosures;
- monitoring our internal control over financial reporting, disclosure controls and procedures and code of business conduct and ethics;
- overseeing our internal audit function;
- discussing our risk management and risk assessment policies and guidelines;
- establishing procedures for the receipt, retention and treatment of complaints regarding accounting, internal accounting controls or auditing matters, as well as the confidential, anonymous submission by employees of concerns regarding questionable accounting or auditing matters;
- meeting independently with our internal auditing staff, registered public accounting firm and management; and
- preparing the audit committee report to be included in our annual proxy statement.

The Audit Committee consists of Mr. Bayly, Ms. Obama and Mr. Smith. Mr. Bayly is an "audit committee financial expert" as defined in Item 401(h) of Regulation S-K, and each member of the Audit Committee is financially literate, as required by the rules of the New York Stock Exchange.

Compensation Committee

The Compensation Committee's responsibilities include:

- annually reviewing and approving corporate goals and objectives relevant to the compensation of our chief executive officer;
- producing a compensation committee report to be included in our annual proxy statement;
- determining and approving the compensation of our chief executive officer;
- reviewing and approving, or making recommendations to our Board of Directors with respect to, the compensation of our other executive officers;
- overseeing an evaluation of our senior executives, including our chief executive officer;
- overseeing and administering our cash and equity incentive plans; and
- reviewing and making recommendations to our Board of Directors with respect to non-employee director compensation, including any compensation under our equity-based plans.

The Compensation Committee consists of Mr. O'Connell, Mr. Ussery and Mr. Bayly. Each member of the Compensation Committee is a "non-employee director" for purposes of Rule 16b-3 under the Exchange Act of 1934, as amended and shall be an "outside director" for purposes of Section 162(m) of the Code.

Nominating and Corporate Governance Committee

The Nominating and Corporate Governance Committee's responsibilities include:

- identifying individuals qualified to become Board members;
- recommending to our Board of Directors the persons to be nominated for election as directors and to each of the Board's committees;
- overseeing a regular review by our Board of Directors with respect to management succession planning;
- developing and recommending to our Board of Directors corporate governance guidelines; and
- overseeing an annual self-evaluation of our Board of Directors.

The Nominating and Corporate Governance Committee consists of Mr. Smith, Ms. Obama and Mr. O'Connell.

Corporate Governance Guidelines

Our Board of Directors adopted corporate governance guidelines to assist the Board in the exercise of its duties and responsibilities and to serve the best interests of our company and our stockholders. These guidelines provide a framework for the conduct of the Board's business. The corporate governance guidelines:

- state that the principal responsibility of the directors will be to oversee the management of our company;

- require that majority of the members of the Board of Directors must be independent directors;
- require the non-management directors to meet regularly in executive session;
- require that directors have full and free access to management and, as necessary and appropriate, independent advisors;
- encourage new directors to participate in an orientation program and to participate in continuing director education on an ongoing basis; and
- require that at least annually the Board of Directors conduct a self-evaluation to determine whether the Board and its committees are functioning effectively.

Code of Business Conduct and Ethics

We have adopted a written code of business conduct and ethics that applies to our directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. We will post a copy of the code on our website, which will be located at . In addition, we intend to post on our website all disclosures that are required by law or NYSE stock market listing standards concerning any amendments to, or waivers from, any provision of the code.

Audit Committee Pre-Approval Policies and Procedures

The Audit Committee has adopted policies and procedures relating to the approval of all audit and non-audit services that are to be performed by our registered public accounting firm. This policy generally provides that we will not engage our registered public accounting firm to render audit or non-audit services unless the service is approved in advance by the Audit Committee or the engagement is entered into pursuant to one of the pre-approval procedures described below.

From time to time, the Audit Committee may pre-approve services that are expected to be provided to us by our registered public accounting firm during the succeeding 12 months. Any such pre-approval will be detailed as to the particular service or type of services to be provided.

The Audit Committee also has delegated to each member of the Audit Committee the authority to approve any audit or non-audit services to be provided to us by our registered public accounting firm. Any approval of services by a member of the Audit Committee pursuant to this delegated authority will be reported on at the next regularly scheduled meeting of the Audit Committee.

EXECUTIVE COMPENSATION

Employment Agreements

General

On January 27, 2005, we entered into employment agreements with Messrs. Reed, Vermylen, McCully, O'Neill and Walsh. We refer to these individuals as the "management investors." The terms of these employment agreements are substantially similar other than the individual's title, salary, bonus, option and restricted stock entitlements, which are summarized in the table below. The employment agreements provide for a three-year term ending on the third anniversary of (i) the commencement of their employment or (ii) if the registration statement becomes effective, the effectiveness of the Form 10 registration statement, of which this information statement forms a part, and the commencement of trading of our common stock on a registered national securities exchange or automated quotation system (such date, the "Registration Date"). The employment agreements also provide for one-year automatic extensions absent written notice from either party of its intention not to extend the agreement. The employment agreement for Mr. McCully, who initially will serve as our Chief Financial Officer, provides that he will serve in that position for one full year and thereafter continue to serve as Vice President of Strategic Planning and Business Development at reduced compensation.

Under the employment agreements, each management investor is entitled to a base salary at a specified annual rate plus an incentive bonus based upon the achievement of certain performance objectives to be determined by our Board of Directors after the distribution. The employment agreements also provide that each management investor will receive restricted shares of our common stock and options to purchase additional shares of our common stock, each subject to certain conditions and restrictions on transferability. Each management investor also may receive restricted stock units representing a right to receive one share of our common stock, subject to certain conditions and restrictions on transferability. For a discussion of the terms of the restricted stock, the stock options and the restricted stock units, see "Restricted Stock," "Stock Options" and "Restricted Stock Units" below.

Each management investor also is entitled to participate in any benefit plan we maintain for our senior executive officers, including any life, medical, accident, or disability insurance plan and any pension, profit sharing, retirement, deferred compensation or savings plan for our senior executive officers. We also will pay the reasonable expenses incurred by each management investor in the performance of his duties to us and indemnify the management investor against any loss or liability suffered in connection with such performance.

We are entitled to terminate each employment agreement with or without cause (as defined in the employment agreements), provided that we may not terminate any employment agreement without cause prior to the Registration Date. Each management investor is entitled to terminate his employment agreement for good reason, which includes a reduction in base salary or a material alteration in duties and responsibilities or for certain other specified reasons, such as if the Registration Date has not occurred by October 31, 2005. An employment agreement also may be terminated upon death, disability or retirement of the management investor. If an employment agreement is terminated either without cause by us or with good reason by a management investor, the management investor will be entitled to a severance payment equal to two times (or three times, in the case of Mr. Reed) the sum of the annual base salary payable to the management investor immediately prior to the end of the employment period plus any incentive bonus the management investor would have been entitled to receive for the calendar year had he remained employed by us. If an employment agreement is terminated under the same circumstances and within 24 months after a change of control in our company, the management investor will be entitled to a severance payment equal to three times the annual base salary payable to the management investor immediately prior to the end of the employment period plus any incentive bonus the management investor would have been entitled to receive for the calendar year had he remained employed by us. For a discussion of the vesting of certain equity-based awards upon the termination of a management investor's employment agreement, see "Vesting of Equity-Based Awards" below. For a more complete understanding

of the terms of the employment agreements, please refer to the entire text of the employment agreements and the memorandum of amendment filed as exhibits to the Form 10 registration statement, of which this information forms a part.

The following table sets forth information regarding the individual base salaries, bonus percentage, and equity-based awards to be paid to the management investors pursuant to their employment agreements for the fiscal year ending 2005.

Name and Principal Position	Base Salary(1)	Target Bonus Percentage	Stock Option Award(2)	Restricted Stock Award(3)
Sam K. Reed Chairman & Chief Executive Officer	$ 750,000	100%	1.98%	0.66%
David B. Vermylen President & Chief Operating Officer	$ 500,000	80%	1.32%	0.44%
E. Nichol McCully Senior Vice President and Chief Financial Officer	$ 400,000	60%	0.60%(4)	0.30%
Thomas E. O'Neill Senior Vice President, General Counsel and Chief Administrative Officer	$ 350,000	60%	0.90%	0.30%
Harry J. Walsh Senior Vice President of Operations	$ 350,000	60%	0.90%	0.30%

(1) This reflects annualized salary. The management investors did not begin their employment until January 27, 2005.

(2) On the first day of regular way trading of our common stock, each management investor will receive options to purchase shares of our common stock equal to the indicated percentage of Outstanding TreeHouse Stock. Under certain circumstances, restricted stock units may be granted in lieu of options. See "Restricted Stock Units." As used in this section, "Outstanding TreeHouse Stock" means all of our outstanding common stock on the Registration Date, assuming the exercise of Mr. Engles' options to purchase shares of our common stock. See "Stock Options" below.

(3) On the first day of regular way trading of our common stock, each management investor will receive restricted shares of our common stock equal to the indicated percentage of Outstanding TreeHouse Stock. See "Restricted Stock" below.

(4) Mr. McCully's stock option grant will vest 50% on the first anniversary of the date of grant, and 25% on each of the second and third anniversaries of the date of grant, in each case, subject to his continued employment with us.

If the distribution is consummated as expected, the management investors will be entitled to receive maximum aggregate compensation of approximately $4 million in salary and incentive bonuses for fiscal year 2005 plus awards of restricted stock, options to purchase additional shares of our common stock and/or restricted stock units equal to approximately 7.7% of our outstanding common stock on the Registration Date. If the distribution is not consummated as expected (other than as a result of a default by the management investors), and assuming the management investors elect to sell their TreeHouse common stock to Dean Foods (or Dean Foods elects to purchase the management investors' TreeHouse common stock) and terminate their employment agreements, the management investors will generally be entitled to receive aggregate consideration for their TreeHouse common stock of $11 million plus aggregate severance payments of approximately $9.8 million for a total of approximately $20.8 million, together with any transaction fee owing to them under the stockholders agreement if Dean Foods pursues an alternative transaction. In addition, if the distribution is not consummated as expected, no restricted stock, stock options or restricted stock units will be granted to the management investors under the employment agreements.

Restricted Stock

On the first day of regular way trading of our common stock, we will grant to the management investors an aggregate award of restricted shares of our common stock equal to 2% in the aggregate of Outstanding TreeHouse Stock. These restricted shares will vest ratably over three years upon the achievement of certain stockholder return objectives set forth in the management investors' employment agreements and subject to each management investor's continued employment with us. The stockholder

return objectives will be achieved if our total stockholder return (appreciation or depreciation in our stock price plus any dividends) equals or exceeds the total stockholder return of a group of our peers. This peer group will include 20 or more companies selected by our Board of Directors from among packaged foods companies whose securities are traded on a national securities exchange or an automated quotation system. If the stockholder return objectives are not achieved on a particular vesting date, the restricted shares will vest on any subsequent vesting date if our total stockholder return for the period from commencement of employment through the subsequent vesting date equals or exceeds the total stockholder return for such period for our selected peer group. The other principal terms of the restricted stock are described below under "Stock Incentive Plan." For a more complete understanding of the terms of the restricted stock, please refer to the entire text of our 2005 Long-Term Stock Incentive Plan and the employment agreements filed as exhibits to the Form 10 registration statement, of which this information statement forms a part.

Stock Options

On the first day of regular way trading of our common stock, we will grant to the management investors options to purchase shares of our common stock equal to approximately 5.7% in the aggregate of Outstanding TreeHouse Stock with an exercise price equal to the market price of such stock on that date. Under certain circumstances, restricted stock units may be granted in lieu of options. See "Restricted Stock Units." The stock options will have a ten-year term and will vest ratably over three years from the date of grant (with the exception of Mr. McCully's options; see footnote 3 in the table above), subject to each management investor's continued employment with us. The other principal terms of the stock options are described below under "Stock Incentive Plan." For a more complete understanding of the terms of the stock options, please refer to the entire text of our 2005 Long-Term Stock Incentive Plan and the employment agreements filed as exhibits to the Form 10 registration statement, of which this information statement forms a part.

Restricted Stock Units

As the options described above will not be granted until the first day of regular way trading of our common stock, we will grant to the management investors an award of restricted stock units to compensate for the appreciation, if any, in the value of our common stock between January 27, 2005, the date the management investors initially purchased shares of our common stock (the "Date of Investment"), and the Registration Date. On the first day of regular way trading of our common stock, each management investor will receive restricted stock units for that number of shares of our common stock equal to the appreciation, if any, that would have been realized had the management investor's stock options been granted at an exercise price equal to the per share purchase price paid on the Date of Investment, as adjusted for various events or in connection with the reimbursement of certain tax items. The number of restricted stock units issued to a management investor will reduce the number of options granted to that investor (as described in the table above) on a one-for-one basis. The restricted stock units will vest ratably over three years provided that the market price of our common stock at the vesting date is at least equal to the market price of such stock at the time of the distribution and subject to each management investor's continued employment with us. Payments in respect of restricted stock units will be made in shares of common stock. The other principal terms of the restricted stock units are described below under "Stock Incentive Plan." For a more complete understanding of the terms of the restricted stock units, please refer to the entire text of our 2005 Long-Term Stock Incentive Plan and the employment agreements (and the amendments thereto) filed as exhibits to the Form 10 registration statement, of which this information statement forms a part.

Vesting of Equity-Based Awards

Pursuant to the employment agreements, if a management investor is terminated either without cause by us or with good reason by the management investor, the management investor's equity-based awards will vest as follows:

- in the case of Mr. Reed, all unvested stock options will become fully vested and may be exercised for two years after such termination, and all restricted shares and restricted share units will be eligible to continue to vest on their original terms and subject to their original conditions (other than continued employment); and
- for all other management investors, the equity-based awards will vest on the same terms as Mr. Reed if Mr. Reed is no longer serving as our Chief Executive Officer, or, if Mr. Reed is still serving as our Chief Executive Officer, the equity awards will vest or be eligible to vest for the period the management investor actually worked since the last vesting date (or the distribution, if no portion of the equity awards has yet vested) plus one additional year of vesting (to the extent needed to be eligible to fully vest).

In addition, all unvested stock options will become fully vested and may be exercised for two years after the death or disability of a management investor or upon a management investor's retirement, provided the management investor has completed at least five years of service with us and the sum of such period of service and the management investor's age equal at least 62. Furthermore, the service condition to the vesting of restricted shares and restricted share units will be waived after the death or disability of a management investor.

Stock Incentive Plan

On or before the distribution, we will adopt, with the approval of Dean Foods and the management investors as our stockholders, the TreeHouse Foods, Inc. 2005 Long-Term Stock Incentive Plan (the "Plan"). The purposes of the Plan will be to attract and retain non-employee directors, consultants, executive personnel and other key employees of outstanding ability, to motivate them by means of performance-related incentives and to enable them to participate in our long-term growth and financial success. Eligibility in the Plan will be limited to our non-employee directors, consultants, and employees (including officers and directors who are employees) and the non-employee directors, consultants, and employees of our subsidiaries.

The Plan will be administered by our Compensation Committee, which will consist entirely of independent directors. The Compensation Committee or, with respect to awards to employees who are below the position of senior vice president (or any analogous title) and not executive officers, and if the committee so designates, our Chief Executive Officer or such other officer or officers will, from time to time, determine the specific persons to whom awards under the Plan will be granted, the extent of any such awards and the terms and conditions of each award. The Compensation Committee or its designee, pursuant to the terms of the Plan, also will make all other necessary decisions and interpretations under the Plan.

Under the Plan, the Compensation Committee may grant awards of various types of equity-based compensation, including stock options, restricted stock and restricted stock units, performance shares and performance units and other types of stock-based awards. The maximum number of shares that are available to be awarded under the Plan is 13% of the Outstanding TreeHouse Stock plus the number of shares of stock issuable pursuant to any stock options granted by Dean Foods that are converted into the right to purchase TreeHouse common stock in connection with the distribution. The maximum number of shares of our common stock that may be issued in respect of incentive stock options may not exceed 3,000,000 shares. In addition, no participant may be granted more than 1,500,000 shares of restricted stock, restricted stock units, performance shares and performance units and no participant may be granted options over more than 1,500,000 shares of our common stock in any calendar year.

Performance Shares and Performance Units

The Compensation Committee may grant awards of performance shares or performance units under the Plan based upon the achievement of specified performance objectives or the occurrence of other events, such as a change in control, as determined by the Compensation Committee in its discretion. The Compensation Committee has the authority to determine other terms and conditions of the performance shares and performance units. Participants may not transfer any shares underlying such awards before they vest. Unless otherwise determined by the Compensation Committee or provided in an employment or individual severance agreement, if a participant's service is terminated by reason of death, disability or retirement on or after the first anniversary of the commencement of the relevant performance period, the participant (or any designated beneficiary) will be entitled to the same payment in respect of the performance shares or performance units for that performance period as would have been payable if the participant's service with us had continued until the end of that performance period. If a participant's service is terminated for any other reason, all of the participant's rights to performance shares and performance units will be immediately forfeited and cancelled (unless otherwise determined by the Compensation Committee or provided in an employment or individual severance agreement), and in any event, all such rights will be immediately forfeited and cancelled upon termination of employment for cause.

Restricted Stock and Restricted Stock Units

In addition to the restricted stock and the restricted stock units to be granted to the management investors, the Compensation Committee may grant awards of restricted stock and restricted stock units under the Plan to participants. The restricted stock and restricted stock units are forfeitable until they vest, and the participant may not transfer the restricted stock before it vests. Unless otherwise determined by the Compensation Committee, the restricted stock and the restricted stock units will vest on the third anniversary of the date of grant (subject to the participant's continued service with us) or upon satisfaction of any additional conditions to vesting, such as the achievement of specified performance objectives or changes in control, as determined by the Compensation Committee in its discretion. Unless otherwise determined by the Compensation Committee or provided in an employment or individual severance agreement, if a participant's service is terminated by reason of death, disability or retirement during the restricted period, a pro rata portion of any restricted stock or restricted stock units held by the participant will vest and become not forfeitable based on the number of full calendar months of the participant's service relative to the number of months in the restricted period at the date of termination. If a participant's service is terminated for any other reason, any restricted stock or restricted stock units held by the participant will be immediately forfeited and cancelled (unless otherwise determined by the Compensation Committee or provided in an employment or individual severance agreement), and, in any event, all such restricted stock and restricted stock units will be immediately forfeited and cancelled upon termination of service for cause.

Stock Options

In addition to the stock options to be granted to the management investors, the Compensation Committee may grant awards of stock options under the Plan. The stock options may be either "incentive stock options" (as that term is defined in Section 422 of the Code), which provide the recipient with favorable tax treatment, or options that are not incentive stock options ("non-qualified stock options"). The Compensation Committee has the authority to determine the terms and conditions of the stock options, including the number of shares subject to each stock option, the exercise price per share, which must be at least the fair market value of a share of our common stock on the date of grant (as determined in accordance with the Plan), and when the stock option will become exercisable. Unless otherwise determined by the Compensation Committee, the stock options will become vested and exercisable in three approximately equal installments on each of the first three anniversaries of the date of grant. Options may also become exercisable upon satisfaction of any additional conditions to vesting, such as the achievement of specified performance objectives or changes in control, as determined by the Compensation

Committee in its discretion. The exercise period for any stock options awarded under the Plan may not extend beyond ten years from the date of grant.

Stock options awarded under the Plan that become vested and exercisable may be exercised in whole or in part. The exercise price must be paid either in cash or cash equivalents or, if permitted by the Compensation Committee, with previously acquired shares of our common stock, by means of a brokered cashless exercise or by a combination of the foregoing provided that the consideration tendered, valued as of the date tendered, is at least equal to the exercise price for the stock options being exercised.

Unless otherwise determined by the Compensation Committee or provided for in an employment or individual severance agreement, if a participant's service is terminated by reason of death or disability, all stock options held by the participant at the date of termination will vest and become exercisable and will remain exercisable until the earlier to occur of (i) the second anniversary of such termination (or, for incentive stock options, the first anniversary of such termination) or (ii) the expiration date of the option. If a participant's service is terminated for any other reason, any stock options held by the participant that have not become vested and exercisable will be immediately cancelled and any stock options that have become vested and exercisable will remain exercisable for 90 days following such termination. In any event, all stock options (whether or not then vested and exercisable) will be immediately cancelled upon termination of service for cause.

Change in Control

Except as otherwise provided in an employment or individual severance agreement, upon a change in control (as defined in the Plan) of TreeHouse, (i) all outstanding stock options will become immediately vested and exercisable; (ii) the restricted period of all outstanding restricted stock and restricted stock units will immediately lapse; and (iii) each outstanding performance share and performance unit will be cancelled in exchange for 100% of the amount earned upon full achievement of applicable performance criteria. In addition, the Compensation Committee may provide that in connection with a change in control:

- each stock option will be cancelled in exchange for an amount equal to the excess, if any, of the price per share offered in respect of our common stock in conjunction with the transaction giving rise to the change in control or, in the case of a change in control occurring by reason of a change in the composition of our Board of Directors, the highest fair market value of our common stock on any of the preceding 30 trading days (such price, the "Change in Control Price") over the exercise price for such option; and
- each share of restricted stock and each restricted stock unit will be cancelled in exchange for an amount equal to the Change in Control Price multiplied by the number of shares of our common stock covered by such award. All amounts payable as a result of a change in control will be paid in cash or, at the discretion of the Compensation Committee, in shares of stock of any new employer.

If a change in control occurs as a result of a merger, reorganization, consolidation or sale of all or substantially all of our assets, any participant whose service is involuntarily terminated (other than for cause) on or after the date on which our stockholders approve the transaction giving rise to the change in control will be treated for purposes of the Plan as continuing service with us until the consummation of the change in control and to have been terminated immediately thereafter.

The Board may terminate or suspend the Plan at any time, and from time to time may amend or modify the Plan, provided that without the approval by a majority of the votes cast at a duly constituted meeting of stockholders, no amendment or modification to the Plan may (i) materially increase the benefits accruing to participants under the Plan, (ii) except as a result of an adjustment in capitalization, materially increase the number of shares of stock subject to awards under the Plan or the number of awards or amount of cash that may be granted to a participant under the Plan, (iii) materially modify the requirements for participation in the Plan, or (iv) materially modify the Plan in any way that would

require stockholder approval under any regulatory requirement that the Compensation Committee determines to be applicable. No amendment, modification, or termination of the Plan shall in any material way adversely affect any award previously granted under the Plan, without the consent of the participant. The Plan shall continue in effect, unless sooner terminated by the Board, until the tenth anniversary of the date on which it is adopted by the Board.

Summary of Federal Tax Consequences

The following is a brief description of the federal income tax treatment that generally will apply to Plan awards. The description is based on current federal tax laws, rules and regulations, which are subject to change, and does not purport to be a complete description of the federal income tax aspects of the Plan. A grantee may also be subject to state and local taxes.

Non-Qualified Stock Options. The grant of a non-qualified stock option will not result in taxable income to the grantee. The grantee will realize ordinary income at the time of exercise in an amount equal to the excess, if any, of the then fair market value of the stock acquired over the exercise price for those shares, and we will be entitled to a corresponding deduction. Gains or losses realized by the grantee upon disposition of such shares will be treated as capital gains or losses, with the basis in such stock equal to the fair market value of the shares at the time of exercise.

Incentive Stock Options. The grant of an incentive stock option will not result in taxable income to the grantee. The exercise of an incentive stock option will not result in taxable income to the grantee if the grantee was, without a break in service, employed by us or an affiliate from the date of the grant of the option until the date three months prior to the date of exercise (one year prior to the date of exercise if the grantee is disabled). The excess, if any, of the fair market value of the stock at the time of the exercise over the exercise price is an adjustment that is included in the calculation of the grantee's alternative minimum taxable income for the tax year in which the incentive stock option is exercised.

If the grantee does not sell or otherwise dispose of the stock within two years from the date of the grant of the incentive stock option or within one year after the transfer of such stock to the grantee, then, upon disposition of such stock, any amount realized in excess of the exercise price will be taxed to the grantee as capital gain, and we will not be entitled to a corresponding deduction. A capital loss will be recognized to the extent that the amount realized is less than the exercise price. If the foregoing holding period requirements are not met, the grantee will generally realize ordinary income at the time of the disposition of the shares, in an amount equal to the lesser of (i) the excess, if any, of the fair market value of the stock on the date of exercise over the exercise price, or (ii) the excess, if any, of the amount realized upon disposition of the shares over the exercise price, and we will be entitled to a corresponding deduction. If the amount realized exceeds the value of the shares on the date of exercise, the additional amount will be capital gain. If the amount realized is less than the exercise price, the grantee will recognize no income, and a capital loss will be recognized equal to the excess of the exercise price over the amount realized upon the disposition of the shares.

Restricted Stock and Performance Shares. A grant of restricted stock or performance shares will not result in taxable income to the grantee at the time of grant, and we will not be entitled to a corresponding deduction, assuming that the shares are subject to transferability restrictions and that certain restrictions on the shares constitute a "substantial risk of forfeiture" for federal income tax purposes. Upon vesting, the holder will realize ordinary income in an amount equal to the then fair market value of the vested shares, and we will be entitled to a corresponding deduction. Gains or losses realized by the grantee upon disposition of such shares will be treated as capital gains or losses, with the basis in such shares equal to the fair market value of the shares at the time of vesting. Dividends paid to the holder of restricted stock during the restricted period also will be compensation income to the grantee, and we will be entitled to a corresponding deduction when the dividends no longer are subject to a substantial risk of forfeiture or become transferable. A grantee may elect pursuant to Section 83(b) of the Code to have income recognized at the date a restricted stock award or performance share award, as the case may be, is

granted and to have the applicable capital gain holding period commence as of that date. In such a case, we will be entitled to a corresponding deduction on the date of grant.

Restricted Stock Units and Performance Units. A grant of restricted stock units or performance units will not result in taxable income to the grantee at the time of grant, and we will not be entitled to a corresponding deduction. Upon vesting and issuance of the underlying shares, the holder will realize ordinary income in an amount equal to the then fair market value of the issued shares, and we will be entitled to a corresponding deduction. Gains or losses realized by the grantee upon disposition of such shares will be treated as capital gains or losses, with the basis in such shares equal to the fair market value of the shares at the time of vesting and issuance. Dividend equivalents paid to the holder of restricted stock units during the restricted period also will be compensation income to the grantee, and we will be entitled to a corresponding deduction when the dividend equivalents are paid. No election pursuant to Section 83(b) of the Code may be made with respect to restricted stock units and performance units.

Tax Withholding. As a condition to the delivery of any shares to the recipient of an award, we may require the recipient to make arrangements for meeting certain tax withholding requirements in connection with the award.

The preceding is based on current federal tax laws and regulations, which are subject to change, and does not purport to be a complete description of the federal income tax aspects of the Plan. A grantee may also be subject to state and local taxes.

For a more complete understanding of the Plan, please refer to the entire text of the Plan filed as an exhibit to the Form 10 registration statement, of which this information statement forms a part.

Defined Benefit Retirement Plan

We expect to adopt a defined benefit retirement plan that is substantially similar to the Dean Foods defined benefit retirement plan. Subject to the requirements of applicable law, Dean Foods has agreed to transfer the assets and liabilities of the Dean Foods defined benefit retirement plan attributable to employees of our business to our defined benefit retirement plan.

Supplemental Retirement Plan

We expect to adopt a supplemental retirement plan that is substantially similar to the Dean Foods supplemental retirement plan.

Compensation of Directors

We expect that each director who is not our employee, referred to in this information statement as an “outside director,” will receive an annual retainer fee of $30,000 and will be paid $1,500 for each Board and Committee meeting attended. The chairperson of the Audit Committee will be paid an additional $10,000 per year and directors chairing other committees will be paid an additional $5,000 per year. In addition, to ensure that directors have an ownership interest aligned with other stockholders, we expect that each outside director will be granted annually following his or her election to our Board options and/ or restricted shares or restricted share units of our common stock having a value to be determined by our Board. Employee directors will receive no additional compensation for serving on our Board.

OWNERSHIP OF OUR STOCK

Prior to the distribution, Dean Foods owned approximately 98.3% of the outstanding shares of our common stock. Our management and the Chairman of our Board of Directors owned the remaining approximately 1.7% of the outstanding shares of our common stock.

The following table sets forth the anticipated beneficial ownership of our common stock immediately following the distribution date by each of our directors and executive officers, all directors and executive officers as a group and holders of 5% or more of our common stock, based upon information available to us concerning ownership of Dean Foods common stock on , 2005 (and assuming a distribution ratio of share[s] of our common stock for every share[s] of Dean Foods common stock). The mailing address of our directors and executive officers is c/o . As used in this information statement, "beneficial ownership" means that a person has, or may have within 60 days, the sole or shared power to vote or direct the voting of a security and/or the sole or shared investment power with respect to a security (i.e., the power to dispose or direct the disposition of a security).

Name	Shares Projected to be Beneficially Owned(1)	Percent of Class(2)
Sam K. Reed		%
George V. Bayly		%
Gregg L. Engles	(3)	%
Michelle R. Obama		%
Frank J. O'Connell		%
Gary D. Smith		%
Terdema L. Ussery, II		%
David B. Vermylen		%
E. Nichol McCully		%
Thomas E. O'Neill		%
Harry J. Walsh		%
Iridian Asset Management LLC(4)		%
All directors and executive officers as a group (persons)	(3)	%

(1) Except as otherwise noted, the directors and executive officers, and all directors and executive officers as a group, have sole voting power and sole investment power over the shares listed.

(2) An asterisk indicates that the percentage of common stock projected to be beneficially owned by the named individual does not exceed one percent of our common stock.

(3) Includes the following shares which could be acquired within 60 days of , 2005: Mr. Engles, shares; and all directors and executive officers as a group, shares.

(4) As reported on the Schedule 13G filed with the SEC on February 8, 2005 by Iridian Asset Management LLC ("Iridian"), which has direct beneficial ownership of 7,908,362 shares of Dean Foods as of December 31, 2004. Due to their ownership interests, direct and indirect, in Iridian, the Governor and Company of the Bank of Ireland, IBI Interfunding, Banc Ireland/ First Financial, Inc. and BIAM (US) Inc. may share beneficial ownership of the shares. Iridian's address is 276 Post Road West, Westport, CT 06880-4704.

LIMITATION OF LIABILITY AND INDEMNIFICATION OF OUR OFFICERS AND DIRECTORS

Section 102 of the General Corporation Law of the State of Delaware (the "DGCL") allows a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit.

Our certificate of incorporation includes a provision that eliminates the personal liability of our directors to us and our stockholders for monetary damages for any breach of fiduciary duty as a director, except to the extent prohibited by the DGCL.

Section 145 of the DGCL provides that a corporation has the power to indemnify a director, officer, employee or agent of the corporation and certain other persons serving at the request of the corporation in related capacities against amounts paid and expenses incurred in connection with an action or proceeding to which he is or is threatened to be made a party by reason of such position, if such person shall have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal proceeding, if such person had no reasonable cause to believe his conduct was unlawful; provided that, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the adjudicating court determines that such indemnification is proper under the circumstances.

Our certificate of incorporation provides that we will indemnify any person who was, is or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by us or in our right), by reason of the fact that such person is, was or had agreed to become a director or officer of us or is or was serving or had agreed to serve at our request as a director, officer, partner, employee or trustee of, or in another similar capacity with, another corporation, partnership, joint venture, trust or other enterprise, including any employee benefit plan, or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or on behalf of such person in connection therewith, provided that such person acted in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, our best interests, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Our certificate of incorporation also provides that we will indemnify any person who was or is made or is threatened to be made a party to any threatened, pending or completed action or suit by us or in our right, by reason of the fact that such person is, was or had agreed to become a director or officer of us or is or was serving or had agreed to serve at our request as a director, officer, partner, employee or trustee of, or in another similar capacity with, another corporation, partnership, joint venture, trust or other enterprise, including any employee benefit plan, or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred by or on behalf of such person in connection therewith, provided that such person acted in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, our best interests, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable to us, unless, and only to the extent, that the Court of Chancery of Delaware determines upon application that, despite the adjudication of such liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses (including attorneys' fees) the Court of Chancery of Delaware deems proper.

Our certificate of incorporation also provides that we shall pay the expenses incurred by a director or officer in defending any such proceeding in advance of its final disposition, subject to such person providing us with certain undertakings.

The indemnification provisions contained in our certificate of incorporation are not exclusive of any other rights to which a person may be entitled by law, agreement, vote of stockholders or disinterested directors or otherwise.

In addition, the management investors are entitled to reimbursement of the reasonable expenses incurred by each of them in the performance of their duties to us and indemnification against any loss or liability suffered in connection with such performance pursuant to the terms of their employment agreements.

We intend to obtain directors and officers liability insurance providing coverage to our directors and officers.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Historically, Dean Foods has provided us with certain administrative services including tax, treasury, human resources, risk management, legal, information technology, internal audit, accounting and reporting in return for a management fee. The management fee was based on budgeted annual expenses for Dean Foods' corporate headquarters and is allocated among Dean Foods' segments. In addition, the 2004 management fee included a $4.8 million allocation for transaction-related expenses. Dean Foods charged us management fees of $11.1 million, $5.4 million and $3.6 million in 2004, 2003 and 2002, respectively.

In connection with the distribution, we will enter into certain agreements with Dean Foods to define our ongoing relationship with Dean Foods after the distribution. These other agreements will define responsibility for obligations arising before and after the distribution date, including, among others, obligations relating to our employees, certain transition services and taxes. For a more detailed description of these agreements, please see "Our Relationship with Dean Foods After the Distribution."

There is no family relationship between any of TreeHouse's executive officers or directors, and there are no arrangements or understandings between any of TreeHouse's executive officers or directors and any other person pursuant to which any of them was elected an officer or director, other than the stockholders agreement entered into by Dean Foods, TreeHouse and the management investors on January 27, 2005 and arrangements or understandings with directors or officers of TreeHouse acting solely in their capacities as such. See "Our Relationship with Dean Foods After the Distribution — Stockholders Agreement."

DESCRIPTION OF OUR CAPITAL STOCK

General

Our authorized capital stock consists of 40,000,000 shares of common stock, par value $0.01 per share, and 10,000,000 shares of undesignated preferred stock, par value $0.01 per share. The following description of our capital stock is intended as a summary only and is qualified in its entirety by reference to our restated certificate of incorporation and amended and restated by-laws filed as exhibits to the registration statement of which this information statement forms a part, and to Delaware corporate law. We refer in this section to our restated certificate of incorporation as our certificate of incorporation, and we refer to our amended and restated by-laws as our by-laws.

Common Stock

Based on approximately shares of Dean Foods common stock that we expect will be outstanding on the record date, approximately shares of our common stock will be outstanding immediately following the distribution. As of , 2005, there were six holders of record of our common stock. Immediately following the distribution, we expect to have more than holders of record of our common stock.

The holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of the stockholders and do not have any cumulative voting rights. Holders of our common stock are entitled to receive proportionally any dividends declared by our Board of Directors, subject to any preferential dividend or other rights of outstanding preferred stock.

In the event of our liquidation, dissolution or winding up, holders of our common stock are entitled to share ratably in all assets remaining after payment of all debts and other liabilities, subject to the prior rights of any outstanding preferred stock. Holders of our common stock have no preemptive, subscription, redemption or conversion rights. All outstanding shares of our common stock are validly issued, fully paid and nonassessable. The shares to be issued by us in the distribution will be fully paid and nonassessable.

The rights, preferences and privileges of holders of our common stock are subject to, and may be adversely affected by, the rights of holders of shares of any series of preferred stock that we may designate and issue in the future.

We have applied to list our common stock on the New York Stock Exchange under the symbol “THS.”

The transfer agent and registrar for our common stock will be The Bank of New York.

Undesignated Preferred Stock

Our certificate of incorporation provides that we may issue up to 10,000,000 shares of preferred stock in one or more series as may be determined by our Board of Directors. Our Board of Directors has broad discretionary authority with respect to the rights of any new series of preferred stock and may establish the following with respect to the shares to be included in each series, without any vote or action of the stockholders:

- the number of shares;
- the designations, preferences and relative rights, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences; and
- any qualifications, limitations or restrictions.

We believe that the ability of our Board of Directors to issue one or more series of preferred stock will provide us with flexibility in structuring possible future financings and acquisitions, and in meeting other corporate needs that might arise. The authorized shares of preferred stock, as well as shares of

common stock, will be available for issuance without action by our stockholders, unless such action is required by applicable law or the rules of any stock exchange or automated quotation system on which our securities may be listed or traded.

The Board of Directors may authorize, without stockholder approval, the issuance of preferred stock with voting and conversion rights that could adversely affect the voting power and other rights of holders of common stock. Although our Board of Directors has no intention at the present time of doing so, it could issue a series of preferred stock that could, depending on the terms of such series, impede the completion of a merger, tender offer or other takeover attempt of our company. Our Board of Directors could also issue preferred stock having terms that could discourage an acquisition attempt through which an acquiror may be able to change the composition of the Board of Directors, including a tender offer or other transaction that some, or a majority, of our stockholders might believe to be in their best interests or in which stockholders might receive a premium for their stock over the then current market price. Any issuance of preferred stock could therefore have the effect of decreasing the market price of our common stock.

Our Board of Directors will make any determination to issue such shares based on its judgment as to our company's best interests and the best interests of our stockholders. We have no current plans to issue any shares of our preferred stock.

Rights Agreement

On , 2005, we entered into a rights agreement with The Bank of New York, our rights agent, which also serves as our transfer agent. In addition, on , 2005, our Board of Directors declared a dividend of one right for each outstanding share of our common stock to stockholders of record at 5:00 p.m., New York City time, on , 2005.

Pursuant to the rights agreement, each right entitles the registered holder to purchase from us one one-hundredth of a share of our Series A Junior Participating Preferred Stock, $0.01 par value per share, at a purchase price of $ per share in cash, subject to adjustment. The description and terms of the rights are set forth in the rights agreement.

Initially, the rights are not exercisable and will be attached to all certificates representing shares of our common stock, and no separate certificate representing rights will be distributed. The rights will separate from the common stock, and the rights distribution date will occur, upon the earlier of:

- 10 days following the first date of a public announcement that a person or group of affiliated or associated persons, which we refer to as an acquiring person, has acquired, or obtained the right to acquire, beneficial ownership of 15% or more of the outstanding shares of our common stock; or
- 10 business days following the commencement of a tender offer or exchange offer that would result in a person or group beneficially owning 15% or more of our outstanding common stock.

A person who beneficially owned 15% or more of the outstanding shares of our common stock on the date of the agreement or prior to the date we first publicly announced the adoption of the agreement will not be deemed an acquiring person unless, after the date we first publicly announced the adoption of the agreement, that person becomes the beneficial owner of additional shares of our common stock (other than pursuant to a dividend or distribution paid or made by us on our outstanding common stock or pursuant to a split or subdivision of our outstanding common stock) and beneficially owns 15% or more of our outstanding common stock upon becoming such a beneficial owner.

The rights distribution date may be deferred in circumstances determined by our Board of Directors. In addition, certain inadvertent acquisitions will not trigger the rights distribution date. Until the rights distribution date (or earlier redemption or expiration of the rights), the rights will be evidenced by certificates for the common stock outstanding on the record date, together with a summary of rights, or by new certificates for common stock issued after the record date which contain a notation incorporating the rights agreement by reference, the rights will be transferred only with such common stock certificates, and

the surrender for transfer of any certificates representing shares of common stock outstanding (with or without a copy of the summary of rights or such notation) also will constitute the transfer of the rights associated with the shares of common stock represented by such certificate.

The rights are not exercisable until the rights distribution date and will expire upon the close of business on , 2010 unless earlier redeemed or exchanged as described below. As soon as practicable after the rights distribution date, separate rights certificates will be mailed to the holders of record of our common stock as of the close of business on the rights distribution date and, thereafter, the separate rights certificates alone will represent the rights. Except as otherwise determined by our Board of Directors, and except for shares of common stock issued upon exercise, conversion or exchange of then outstanding options, convertible or exchangeable securities or other contingent obligations to issue shares or pursuant to any employee benefit plan or arrangement, only shares of common stock issued prior to the rights distribution date will be issued with rights.

In the event that any person becomes an acquiring person, then, promptly following the first occurrence of such an event, each holder of a right (except as provided below and in the rights agreement) shall thereafter have the right to receive, upon exercise of each right, that number of shares of common stock (or, in certain circumstances, cash, property or other securities of ours) which equals the exercise price of the right divided by 50% of the current per share market price (as defined in the rights agreement) of a share of our common stock at the date of the occurrence of the event. However, rights are not exercisable following the event until such time as the rights are no longer redeemable by us as described below. Notwithstanding any of the foregoing, following the occurrence of such an event, all rights that are, or, under certain circumstances, were, beneficially owned by any acquiring person will be null and void. The event summarized in this paragraph is referred to as a "Section 11(a)(ii) Event."

In the event that, at any time after any person becomes an acquiring person, (i) we are consolidated with, or merged with and into, another entity and we are not the surviving entity of the consolidation or merger (other than a consolidation or merger which follows a permitted offer) or if we are the surviving entity, but outstanding shares of our common stock are changed or exchanged for stock or securities of any other person or cash or any other property, or (ii) more than 50% of our assets or earning power is sold or transferred, each holder of a right (except rights which previously have been voided) shall thereafter have the right to receive, upon exercise of each right, that number of shares of common stock of the acquiring company which equals the exercise price of the right divided by 50% of the current per share market price (as defined in the rights agreement) of a share of common stock of the acquiring company at the date of the occurrence of such event. The events summarized in this paragraph are referred to as "Section 13 Events." A Section 11(a)(ii) Event and Section 13 Event are collectively referred to as "Triggering Events."

At any time after the occurrence of a Section 11(a)(ii) Event, when no person owns a majority of the shares of our outstanding common stock, our Board of Directors may exchange the rights (other than rights owned by the acquiring person which have become void), in whole or in part, at an exchange ratio of one share of common stock, or one one-hundredth of a share of preferred stock, or of a share of another class or series of our preferred stock having equivalent rights, preferences and privileges, per right (subject to adjustment).

The purchase price payable, and the number of units of preferred stock or other securities or property issuable, upon exercise of the rights are subject to adjustment from time to time to prevent dilution (i) in the event of a stock dividend on, or a subdivision, combination or reclassification of, the preferred stock, (ii) if holders of the preferred stock are granted certain options, rights or warrants to subscribe for preferred stock or convertible securities at less than the current per share market price (as defined in the rights agreement) of the preferred stock, or (iii) upon the distribution to holders of the preferred stock of evidences of indebtedness or assets (excluding regular periodic cash dividends or a dividend payable in preferred stock) or of subscription rights or warrants (other than those referred to above). The number of rights associated with each share of common stock is also subject to adjustment in the event of a stock split of the common stock or a stock dividend on the common stock payable in

common stock or subdivisions, consolidations or combinations of the common stock occurring, in any such case, prior to the rights distribution date.

With certain exceptions, no adjustment in the purchase price will be required until cumulative adjustments amount to at least 1% of the purchase price. No fractional shares of preferred stock, other than fractions which are integral multiples of one one-hundredth of a share of preferred stock, will be issued and, in lieu thereof, an amount in cash will be paid based on the market price of the preferred stock on the last trading date prior to the date of exercise.

As provided in our certificate of incorporation, the preferred stock purchasable upon exercise of the rights will not be redeemable. Each share of preferred stock will be entitled to receive, when, as and if declared by our Board of Directors, a minimum preferential quarterly dividend payment of $1.00 per share or, if greater, an aggregate dividend of 100 times the dividend declared per share of common stock. In the event of liquidation, the holders of the preferred stock will be entitled to a minimum preferential liquidation payment of $1.00 per share, plus an amount equal to accrued and unpaid dividends, and will be entitled to an aggregate payment of 100 times the payment made per share of common stock. Each share of preferred stock will have 100 votes (subject to adjustment), voting together with the common stock. In the event of any merger, consolidation or other transaction in which common stock is changed or exchanged, each share of preferred stock will be entitled to receive 100 times the amount received per share of common stock. These rights are protected by customary antidilution provisions. Because of the nature of the preferred stock's dividend, liquidation and voting rights, the value of one one-hundredth of a share of preferred stock purchasable upon exercise of each right should approximate the value of one share of common stock.

At any time prior to a person becoming an acquiring person, we may redeem the rights in whole, but not in part, at a price of $0.01 per right, which we refer to as the redemption price, payable in cash or stock. Immediately upon the redemption of the rights or such earlier time as established by our Board of Directors in the resolution ordering the redemption of the rights, the rights will terminate and the only right of the holders of rights will be to receive the redemption price. The rights may also be redeemable following certain other circumstances specified in the rights agreement.

Until a right is exercised, the holder of a right, as such, will have no rights as a stockholder, including, without limitation, the right to vote or to receive dividends. Although the distribution of the rights should not be taxable to stockholders or to us, stockholders may, depending upon the circumstances, recognize taxable income in the event that the rights become exercisable for common stock (or other consideration) or for common stock of the acquiring company as set forth above.

Any provision of the rights agreement, other than the redemption price, may be amended by our Board of Directors prior to such time as the rights are no longer redeemable. Once the rights are no longer redeemable, the authority of our Board of Directors to amend the rights is limited to correcting ambiguities or defective or inconsistent provisions in a manner that does not adversely affect the interest of holders of rights.

The rights are intended to protect our stockholders in the event of an unfair or coercive offer to acquire us and to provide our Board of Directors with adequate time to evaluate unsolicited offers. The rights may have anti-takeover effects. For example, the rights will cause substantial dilution to a person or group that attempts to acquire us without conditioning the offer on a substantial number of rights being acquired. The rights, however, should not affect any prospective offeror willing to make an offer at a fair price and otherwise in the best interests of our company and our stockholders, as determined by a majority of our Board of Directors. The rights should not interfere with any merger or other business combination approved by our Board of Directors.

Anti Takeover Effects of Provisions of Our Certificate of Incorporation, By-Laws and Rights Plan and of Delaware Law

We are subject to the provisions of Section 203 of the DGCL of Delaware. Subject to certain exceptions, Section 203 prohibits a publicly-held Delaware corporation from engaging in a business combination with an interested stockholder for a period of three years after the person became an

interested stockholder, unless the interested stockholder attained such status with the approval of our Board of Directors or the business combination is approved in a prescribed manner. A business combination includes, among other things, a merger or consolidation involving us and the interested stockholder and the sale of more than 10% of our assets. In general, an interested stockholder is any entity or person beneficially owning 15% or more of our outstanding voting stock and any entity or person affiliated with or controlling or controlled by such entity or person.

Our certificate of incorporation and our by-laws divide our Board of Directors into three classes with staggered three-year terms. In addition, our certificate of incorporation and our by-laws provide that directors may be removed only for cause by the affirmative vote of the holders of 75% of our shares of capital stock entitled to vote. Under our certificate of incorporation and our by-laws, any vacancy on our Board of Directors, including a vacancy resulting from an enlargement of our Board of Directors, may only be filled by vote of a majority of our directors then in office. The classification of our Board of Directors and the limitations on the removal of directors and filling of vacancies could make it more difficult for a third party to acquire, or discourage a third party from acquiring, control of us.

Our certificate of incorporation and our by-laws also provide that any action required or permitted to be taken by our stockholders at an annual meeting or special meeting of stockholders may only be taken if it is properly brought before the meeting and may not be taken by written action in lieu of a meeting. Our certificate of incorporation and our by-laws further provide that, except as otherwise required by law, special meetings of the stockholders may only be called by the chairman of the Board, chief executive officer or our Board of Directors. In addition, our by-laws establish an advance notice procedure for stockholder proposals to be brought before an annual meeting of stockholders, including proposed nominations of persons for election to the Board of Directors. Stockholders at an annual meeting may only consider proposals or nominations specified in the notice of meeting or brought before the meeting by or at the direction of the Board of Directors or by a stockholder of record on the record date for the meeting, who is entitled to vote at the meeting and who has delivered timely written notice in proper form to our secretary of the stockholder's intention to bring such business before the meeting. These provisions could have the effect of delaying until the next stockholders' meeting stockholder actions that are favored by the holders of a majority of our outstanding voting securities. These provisions may also discourage a third party from making a tender offer for our common stock, because even if it acquired a majority of our outstanding voting securities, the third party would be able to take action as a stockholder, such as electing new directors or approving a merger, only at a duly called stockholders' meeting, and not by written consent.

The DGCL provides generally that the affirmative vote of a majority of the shares entitled to vote on any matter is required to amend a corporation's certificate of incorporation or by-laws, unless a corporation's certificate of incorporation or by-laws, as the case may be, requires a greater percentage. Our certificate of incorporation and by-laws require the affirmative vote of the holders of at least 75% of the shares of our capital stock issued and outstanding and entitled to vote to amend or repeal any of the provisions described in the prior two paragraphs.

We have also entered into a rights agreement pursuant to which our Board of Directors declared a dividend of one right to purchase one one-hundredth of a share of our Series A Junior Participating Preferred Stock for each outstanding share of our common stock. The rights initially will be triggered if a person or group of affiliated or associated persons acquires, or has the right to acquire, beneficial ownership of 15% or more of our outstanding common stock or commences a tender offer or exchange offer that would result in a person or group beneficially owning 15% or more of our common stock. The rights are intended to protect our stockholders in the event of an unfair or coercive offer to acquire our company and to provide our Board of Directors with adequate time to evaluate unsolicited offers. The rights may have anti-takeover effects. For example, the rights will cause substantial dilution to a person or group that attempts to acquire our company without conditioning the offer on a substantial number of rights being acquired.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement, of which this information statement constitutes a part, under the Securities Exchange Act of 1934, as amended, with respect to our common stock and the associated preferred stock purchase right to be received by Dean Foods stockholders in the distribution. This information statement does not contain all of the information set forth in the registration statement. For further information with respect to our business and our common stock being received by Dean Foods' stockholders in the distribution, please refer to the registration statement. While we have provided a summary of the material terms of certain agreements and other documents, the summary does not describe all of the details of the agreements and other documents. In each instance where a copy of an agreement or other document has been filed as an exhibit to the registration statement, please refer to the registration statement. The registration statement, including the exhibits filed as a part of the registration statement, may be inspected at the public reference facility maintained by the SEC at its public reference room at 100 F Street, NE, Room 1580, Washington, DC 20549 and copies of all or any part thereof may be obtained from that office upon payment of the prescribed fees. You may call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference room and you can request copies of the documents upon payment of a duplicating fee, by writing to the SEC. In addition, the SEC maintains a website that contains reports, proxy and information statements and other information regarding registrants, including Dean Foods and us, that file electronically with the SEC which can be accessed at http://www.sec.gov. Upon completion of the distribution, we will become subject to the information and periodic reporting requirements of the Securities Exchange Act of 1934, as amended, and, in accordance therewith, will file periodic reports, proxy statements and other information with the SEC. These periodic reports, proxy statements and other information will be available for inspection and copying at the SEC's public reference rooms and the SEC's website.

You can also find additional information about Dean Foods and TreeHouse at www.deanfoods.com and , respectively. We will post on our website all reports we file with the SEC and our key corporate governance documents, including our board committee charters, our corporate governance guidelines and our code of business conduct and ethics, as well as reports our executive officers file with the SEC under Section 16 of the Securities Exchange Act of 1934, as amended. Information on our website is not, however, a part of this information statement.

We intend to furnish our stockholders with annual reports containing consolidated financial statements (beginning with 2005) audited by independent registered public accountants.

You should rely only on the information contained in this information statement and other documents referred to in this information statement. Neither we nor Dean Foods has authorized anyone to provide you with information that is different. This information statement is being furnished by Dean Foods solely to provide information to Dean Foods stockholders who will receive our common stock in the distribution. It is not, and it is not to be construed as, an inducement or encouragement to buy or sell any securities of Dean Foods or TreeHouse. The information presented herein is accurate as of the date hereof. Changes will occur after the date of this information statement, and neither we nor Dean Foods will update the information except to the extent required in the normal course of our respective public disclosure practices and as required pursuant to the federal securities laws.

INDEX TO COMBINED FINANCIAL STATEMENTS AND SCHEDULE

Our Combined Financial Statements and Schedule are included in this information statement on the following pages.

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Combined Balance Sheets as of March 31, 2005 (unaudited) and December 31, 2004 and 2003	F-3
Combined Statements of Income for the three months ended March 31, 2005 and 2004 (unaudited) and the years ended December 31, 2004, 2003, and 2002	F-4
Combined Statements of Parent's Net Investment for the three months ended March 31, 2005 (unaudited) and the years ended December 31, 2004, 2003 and 2002	F-5
Combined Statements of Cash Flows for the three months ended March 31, 2005 and 2004 (unaudited) and the years ended December 31, 2004, 2003 and 2002	F-6
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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors

Dean Foods Company
Dallas, Texas

We have audited the accompanying combined balance sheets of TreeHouse Foods, Inc. (the "Company") as of December 31, 2004 and 2003 and the related combined statements of income, Parent's net investment and cash flows for each of the three years in the period ended December 31, 2004. Our audits also included the financial statement schedule listed in the Index to Combined Financial Statements and Schedule at page F-1. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with the auditing standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

The accompanying combined financial statements were prepared to present the assets and liabilities and related results of operations and cash flows of the Company, which is to be spun off to Dean Foods Company's stockholders as described in Note 1 to the combined financial statements, and may not be indicative of the conditions that would have existed or the results of operations and cash flows if the Company had operated as a stand-alone company during the periods presented.

In our opinion, the financial statements referred to above present fairly, in all material respects, the combined financial position of TreeHouse Foods, Inc. as of December 31, 2004 and 2003 and the results of its operations and cash flows for each of the three years in the period ended December 31, 2004, in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, the financial statement schedule, when considered in relation to the basic combined financial statements taken as a whole, presents fairly in all material respects, the information set forth herein.

As discussed in Note 2 to the combined financial statements, in 2002 the Company changed its method of accounting for goodwill and other intangible assets to conform to Statement of Financial Accounting Standards No. 142.

DELOITTE & TOUCHE LLP

Dallas, Texas
March 23, 2005

TREEHOUSE FOODS, INC.

COMBINED BALANCE SHEETS
(In thousands)

	March 31, 2005	December 31 2004	December 31 2003
	(unaudited)		
ASSETS			
Current assets:			
Cash and cash equivalents	$ 87	$ 165	$ 1,105
Receivables, net of allowance for doubtful accounts of $195, $130 and $1,000	30,139	30,411	29,175
Inventories	105,240	115,294	132,662
Deferred income taxes	6,715	6,642	4,326
Prepaid expenses and other current assets	1,718	1,327	3,763
Assets of discontinued operations	2,406	5,944	25,638
Total current assets	146,305	159,783	196,669
Property, plant and equipment	125,381	125,246	116,112
Goodwill	308,695	308,695	308,695
Identifiable intangible and other assets	38,617	39,198	39,096
Total	$ 618,998	$ 632,922	$ 660,572
LIABILITIES AND PARENT'S NET INVESTMENT			
Current liabilities:			
Accounts payable and accrued expenses	$ 57,336	$ 55,280	$ 56,116
Current portion of long-term debt	219	215	4,035
Liabilities of discontinued operations	648	1,431	4,263
Total current liabilities	58,203	56,926	64,414
Long-term debt	28,641	28,296	21,170
Deferred income taxes	35,031	32,407	22,286
Other long-term liabilities	20,970	20,538	23,509
Commitments and contingencies (Note 14)		—	—
Parent's net investment	478,615	497,217	530,359
Accumulated other comprehensive income	(2,462)	(2,462)	(1,166)
Total parent's net investment	476,153	494,755	529,193
Total	$ 618,998	$ 632,922	$ 660,572

See Notes to Combined Financial Statements

TREEHOUSE FOODS, INC.

COMBINED STATEMENTS OF INCOME
(In thousands)

	Three Months Ended March 31		Year Ended December 31		
	2005	2004	2004	2003	2002
	(unaudited)				
Net sales	$ 166,375	$ 165,576	$ 694,619	$ 696,134	$ 683,819
Cost of sales	128,531	125,979	537,970	517,896	503,242
Gross profit	37,844	39,597	156,649	178,238	180,577
Operating costs and expenses:					
Selling and distribution	14,105	14,858	61,484	57,136	58,385
General and administrative	3,721	2,890	11,020	11,719	12,611
Management fee paid to Parent	1,470	1,575	11,100	5,400	3,600
Amortization of intangibles	414	336	1,477	1,344	1,551
Total operating costs and expenses	19,710	19,659	85,081	75,599	76,147
Operating income	18,134	19,938	71,568	102,639	104,430
Other expense:					
Interest expense, net	193	179	710	750	831
Other (income) expense, net	(61)	(11)	116	—	117
Total other expense	132	168	826	750	948
Income from continuing operations before income taxes	18,002	19,770	70,742	101,889	103,482
Income taxes	6,620	7,285	26,071	38,025	38,885
Income from continuing operations	11,382	12,485	44,671	63,864	64,597
(Loss) income from discontinued operations, net of tax	(339)	331	(9,595)	3,894	3,876
Income before cumulative effect of accounting change	11,043	12,816	35,076	67,758	68,473
Cumulative effect of accounting change, net of tax	—	—	—	—	(23,464)
Net income	$ 11,043	$ 12,816	$ 35,076	$ 67,758	$ 45,009

See Notes to Combined Financial Statements

TREEHOUSE FOODS, INC.

COMBINED STATEMENTS OF PARENT'S NET INVESTMENT
(In thousands)

	Parent's Net Investment	Accumulated Other Comprehensive Income (Loss)	Total Parent's Net Investment	Comprehensive Income
Balance January 1, 2002	$ 561,164	$ —	$ 561,164	
Net Income	45,009	—	45,009	$ 45,009
Net cash activity with Parent	(76,449)	—	(76,449)	—
Non-cash activity with Parent	(12,520)	—	(12,520)	—
Other Comprehensive Income:				
Minimum pension liability adjustment	—	—	—	—
Comprehensive Income				$ 45,009
Balance December 31, 2002	517,204	—	517,204	
Net Income	67,758	—	67,758	$ 67,758
Net cash activity with Parent	(41,926)	—	(41,926)	—
Non-cash activity with Parent	(12,677)	—	(12,677)	—
Other Comprehensive Income:				
Minimum pension liability adjustment	—	(1,166)	(1,166)	(1,166)
Comprehensive Income				$ 66,592
Balance December 31, 2003	530,359	(1,166)	529,193	
Net Income	35,076	—	35,076	$ 35,076
Net cash activity with Parent	(65,909)	—	(65,909)	—
Non-cash activity with Parent	(2,309)	—	(2,309)	—
Other Comprehensive Income:				
Minimum pension liability adjustment	—	(1,296)	(1,296)	(1,296)
Comprehensive Income				$ 33,780
Balance December 31, 2004	497,217	(2,462)	494,755	
Net Income (unaudited)	11,043	—	11,043	$ 11,043
Net cash activity with Parent (unaudited)	(29,024)	—	(29,024)	—
Non-cash activity with Parent (unaudited)	(621)	—	(621)	—
Comprehensive Income (unaudited)	—	—	—	$ 11,043
Balance March 31, 2005 (unaudited)	$ 478,615	$ (2,462)	$ 476,153	

See Notes to Combined Financial Statements

TREEHOUSE FOODS, INC.

COMBINED STATEMENTS OF CASH FLOWS
(In thousands)

	Three Months Ended March 31		Year Ended December 31		
	2005	2004	2004	2003	2002
	(unaudited)				
Cash flows from operating activities:					
Net income	$ 11,043	$ 12,816	$ 35,076	$ 67,758	$ 45,009
(Income) loss from discontinued operations	339	(331)	9,595	(3,894)	(3,876)
Adjustments to reconcile net income to net cash provided by operating activities:					
Depreciation and amortization	4,131	4,071	14,863	14,032	14,517
Loss on disposition of assets	—	23	278	131	35
Deferred income taxes	2,551	3,258	7,805	7,411	1,022
Cumulative effect of accounting change	—	—	—	—	23,464
Changes in operating assets and liabilities, net of acquisitions:					
Accounts receivable	272	(3,849)	(1,236)	1,216	5,900
Inventories	10,054	14,173	17,368	(3,438)	(4,522)
Prepaid expenses and other assets	(1,654)	(1,331)	835	114	(845)
Accounts payable, accrued expenses and other	2,488	(524)	(1,106)	(14,404)	2,730
Net cash provided by continued operations	29,224	28,306	83,478	68,926	83,434
Net cash provided by (used in) discontinued operations	2,416	4,076	7,713	(838)	1,715
Net cash provided by operating activities	31,640	32,382	91,191	68,088	85,149
Cash flows from investing activities:					
Additions to property, plant and equipment	(2,626)	(4,879)	(21,990)	(17,101)	(10,404)
Cash outflows for acquisitions	—	—	—	(12,576)	—
Net proceeds from divestiture	—	—	—	—	1,373
Proceeds from sale of property, plant and equipment	—	19	—	701	272
Net cash used in continuing operations	(2,626)	(4,860)	(21,990)	(28,976)	(8,759)
Net cash used in discontinued operations	—	(490)	(732)	646	—
Net cash used in investing activities	(2,626)	(5,350)	(22,722)	(28,330)	(8,759)
Cash flows from financing activities:					
Repayment of debt	(68)	(3,834)	(3,500)	(302)	(302)
Net cash activity with Parent	(29,024)	(23,295)	(65,909)	(41,926)	(76,449)
Net cash used in financing activities	(29,092)	(27,129)	(69,409)	(42,228)	(76,751)
Net decrease in cash and cash equivalents	(78)	(97)	(940)	(2,470)	(361)
Cash and cash equivalents, beginning of period	165	1,105	1,105	3,575	3,936
Cash and cash equivalents, end of period	$ 87	$ 1,008	$ 165	$ 1,105	$ 3,575

See Notes to Combined Financial Statements

TREEHOUSE FOODS, INC.

NOTES TO COMBINED FINANCIAL STATEMENTS
Three Months Ended March 31, 2005 and 2004 (unaudited) and
the Years Ended December 31, 2004, 2003 and 2002

1. BASIS OF PRESENTATION

TreeHouse Foods, Inc. is currently a wholly-owned indirect subsidiary of Dean Foods Company ("Dean Foods"). TreeHouse was formed on January 25, 2005 in order to accomplish the spin-off, via stock dividend (the "Distribution"), to Dean Foods' stockholders of Dean Foods' Specialty Foods Group segment, in addition to the *Mocha Mix* ®, *Second Nature* ® and foodservice salad dressings businesses currently conducted by other segments within Dean Foods.

TreeHouse has never conducted operations. Dean Foods intends to transfer the assets and liabilities of its Specialty Foods Group segment, in addition to the *Mocha Mix* ®, *Second Nature* ® and foodservice salad dressings businesses currently conducted by other businesses owned by Dean Foods (collectively, the "transferred businesses") to TreeHouse immediately prior to the Distribution.

The accompanying Combined Financial Statements were prepared solely for the purpose of accomplishing the Distribution.

All of the historical assets, liabilities, sales, expenses, income, cash flows, products, businesses and activities referred to as "ours" in the accompanying Combined Financial Statements and in these Notes are in fact the historical assets, liabilities, sales, expenses, income, cash flows, products, businesses and activities of the transferred businesses. References in the accompanying Combined Financial Statements and in these Notes to the "Refrigerated Products" businesses means the *Mocha Mix* ®, *Second Nature* ® and foodservice salad dressings businesses included within the transferred businesses. All references in the accompanying Combined Financial Statements and in these Notes to "TreeHouse," "we," "our" and "us" mean TreeHouse Foods, Inc. as if the transferred businesses had already been transferred, unless the context otherwise requires.

The accompanying Combined Financial Statements have been prepared using Dean Foods' historical basis in the assets and liabilities of the transferred businesses, as well as Dean Foods' historical results of operations and cash flows derived from the assets and liabilities of the transferred businesses. Additionally, the Combined Financial Statements reflect the following:

Acquisition of Dean Foods Company — On December 21, 2001, Dean Foods, formerly Suiza Foods Corporation, acquired the former Dean Foods Company ("Legacy Dean"). At the same time, Suiza Foods Corporation changed its name to Dean Foods Company. Dean Foods' current Specialty Foods Group segment was a part of Legacy Dean. At the time of the acquisition, Specialty Foods Group's assets and liabilities were revalued to fair value. The related purchase accounting adjustments, including goodwill, have been "pushed down" and are reflected in our Combined Balance Sheets at December 31, 2004 and 2003.

Refrigerated Products — The Refrigerated Products businesses are currently integrated within other segments of Dean Foods. As a result, accounts receivable are billed and recorded and accounts payable and accrued expenses are recorded and paid centrally by those segments, and are commingled with the accounts receivable, accounts payable and accrued expenses of such segments, which are unrelated to the Refrigerated Products businesses, and cannot be segregated. As such, our Combined Financial Statements do not include the accounts receivable, accounts payable, and accrued expenses related to the Refrigerated Products businesses. Prior to the Distribution, Dean Foods intends to segregate the assets and liabilities related to the Refrigerated Products businesses and transfer them to us at the time of the Distribution.

The Refrigerated Products are currently manufactured within several facilities operated by other segments of Dean Foods which also manufacture other products unrelated to the

Refrigerated Products businesses. Product costs are charged to the Refrigerated Products businesses based on the direct materials, direct processing costs and allocated indirect labor, benefits and other processing and facility costs applicable to our products on a shared services basis. As a result, our Combined Statements of Income reflect the fully absorbed costs for these products, along with allocated distribution, commission and administrative costs based on the volumes of products sold, including Refrigerated Products.

In connection with the Distribution, Dean Foods intends to consolidate the Refrigerated Products manufacturing activities into a leased facility in City of Industry, California, and transfer the facility to us. The manufacturing assets have an estimated net book value of $3.0 million and are not reflected in our Combined Balance Sheets.

Management Fee Paid to Dean Foods — Dean Foods provides us with certain administrative services such as tax, treasury, human resources, risk management, legal, information technology, internal audit, accounting and reporting in return for a management fee. The management fee is based on budgeted annual expenses for Dean Foods' corporate headquarters and is allocated among Dean Foods' segments. In addition, the 2004 management fee included a $4.8 million allocation for transaction-related expenses. Dean Foods charged us management fees of $11.1 million, $5.4 million and $3.6 million in 2004, 2003 and 2002 and $1.5 million and $1.6 million for the three months ended March 31, 2005 and 2004 (unaudited), respectively. The management fee is reflected in our Combined Financial Statements.

Cash Management — Dean Foods uses a centralized approach to cash management and financing of our operations. Our cash is available for use and is regularly "swept" by Dean Foods at its discretion. Dean Foods also funds our operating and investing activities as needed. Our transfers of cash both to and from Dean Foods' cash management system are reflected as a component of equity on our Combined Balance Sheets within "Parent's net investment." Beginning in October 2003, we began participating in Dean Foods' receivables-backed facility pursuant to which we sell certain accounts receivable balances to a special purpose entity controlled by Dean Foods. The special purpose entity transfers the receivables to third-party asset-backed commercial paper conduits sponsored by major financial institutions. The assets and liabilities of the special purpose entity are fully reflected on our Combined Balance Sheet and the securitization is treated as a borrowing for accounting purposes. Dean Foods does not allocate the interest expense related to the receivables-backed facility or other financing obligations to its segments, except for specific borrowings for industrial revenue bonds. Therefore, the interest expense reflected in the historical Combined Statements of Income relates only to our capital lease and industrial revenue bond obligations. Prior to the Distribution, we will cease to participate in Dean Foods' receivables-backed facility. See Note 9 for additional information about our debt obligations.

Pension, Profit Sharing and Postretirement Benefits — Our employees and retirees participate in various pension, profit sharing and other postretirement benefit plans sponsored by Dean Foods. Employee benefit plan obligations and expenses included in our Combined Financial Statements are determined based on plan assumptions, employee demographic data, claims and payments developed by Dean Foods. The costs and obligations for these employee benefit programs are included in our results of operations. We will separate assets and liabilities related to our employees and retirees into our own pension, profit sharing and other post retirement benefit plans from the Dean Foods plans at the date of Distribution. See Notes 11 and 12 for additional information about our pension, profit sharing and postretirement benefits plans.

Stock-Based Compensation Plans — Certain of our employees participate in stock-based compensation plans sponsored by Dean Foods that are settled in Dean Foods common stock. The

Combined Statements of Income reflect the compensation expense related to grants of stock units made under such plans. No expense has been recognized in the historical financial statements related to stock option grants. Under the plan agreements, the unvested stock options and stock units held by our employees will vest at the time of the Distribution. As such, additional compensation expense of approximately $125,000 will be recognized at the time of the Distribution related to the deferred compensation expense for the stock units held by our employees. It is our intent to adopt our own stock-based compensation plans following the Distribution. See Notes 2 and 10 for additional information about our stock-based compensation plans.

Insurance Costs — We participate in Dean Foods' insurance programs related to property and casualty risks, employee health care, workers' compensation claims and other casualty losses. Potential losses under these insurance programs are covered under insurance programs with third-party carriers, which include a self-insured portion with stop-loss coverages on an individual claim and aggregate basis. Dean Foods charged us insurance-related costs of $13.2 million, $11.2 million and $10.8 million in 2004, 2003 and 2002 and $3.3 million and $3.5 million for the three months ended March 31, 2005 and 2004 (unaudited), respectively. These charges are based on Dean Foods' claims experience and other direct expenses incurred by us, along with an allocation of premium costs. Insurance liabilities in our Combined Balance Sheets are determined based on our specific claims experience using loss development factors developed by Dean Foods in consultation with external insurance brokers and actuaries. We have insurance liabilities of $6.0 million, $5.7 million and $5.0 million at March 31, 2005, December 31, 2004 and 2003, respectively. See Note 15 for additional information regarding commitments and contingencies.

Assets and liabilities included in our Combined Balance Sheets may not reflect the assets and liabilities ultimately transferred to us upon Distribution. We believe the assumptions underlying our Combined Financial Statements are reasonable. However, the allocation methodology followed in preparing our Combined Financial Statements may not necessarily reflect our financial position, results of operations or cash flows in the future, or what our results of operations, cash flows or financial position would have been had we operated as a separate stand-alone legal entity. We have eliminated all significant intercompany balances and transactions within TreeHouse. Sales to other Dean Foods segments, which are not material in the historical periods, have not been eliminated.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates — The preparation of our Combined Financial Statements in conformity with generally accepted accounting principles ("GAAP") requires us to use our judgment to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the Combined Financial Statements and the reported amounts of net sales and expenses during the reporting period. Actual results could differ from these estimates under different assumptions or conditions.

Cash Equivalents — We consider temporary cash investments with an original maturity of three months or less to be cash equivalents.

Inventories — Inventories are stated at the lower of cost or market. Pickle inventories are valued using the last-in, first-out ("LIFO") method. All of our other inventory is valued on the first-in, first-out method. The costs of finished goods inventories include raw materials, direct labor and indirect production and overhead costs.

Property, Plant and Equipment — Property, plant and equipment are stated at acquisition cost, plus capitalized interest on borrowings during the actual construction period of major capital projects.

Depreciation and amortization are calculated using the straight-line method over the estimated useful lives of the assets, as follows:

Asset	Useful Life
Buildings and improvements	7 to 40 years
Machinery and equipment	3 to 20 years

We perform impairment tests when circumstances indicate that the carrying value may not be recoverable. Capitalized leases are amortized over the shorter of their lease term or their estimated useful lives. Expenditures for repairs and maintenance, which do not improve or extend the life of the assets are expensed as incurred.

Intangible and Other Assets — Identifiable intangible assets are amortized over their related estimated useful lives as follows:

Asset	Useful Life
Customer relationships	Straight-line method over 7 to 15 years
Trademarks/trade names	Straight-line method over 5 years
Noncompetition agreements	Straight-line method over the terms of the agreements

Effective January 1, 2002, in accordance with Statement of Financial Accounting Standards ("SFAS") No. 142, goodwill and other intangible assets determined to have indefinite useful lives are no longer amortized. Instead, we now conduct impairment tests on our goodwill, trademarks and other intangible assets with indefinite lives annually and when circumstances indicate that the carrying value may not be recoverable. To determine whether an impairment exists, we use present value techniques.

Stock-Based Compensation — Certain of our employees participate in employee stock-based compensation plans sponsored by Dean Foods. Dean Foods has elected to follow Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," and related interpretations in accounting for stock options. No compensation expense has been recognized as the stock options were granted at exercise prices that were at or above market value at the grant date. Compensation expense for grants of stock units is recognized over the vesting period. See Note 10 for more information about our employees' participation in the Dean Foods stock option and stock unit plans. If compensation expense had been determined for stock option grants using fair value methods provided for in SFAS No. 123,

"Accounting for Stock-Based Compensation," our pro forma net income would have been the amounts indicated below (in thousands, except share data):

	Three Months Ended March 31		Year Ended December 31		
	2005	2004	2004	2003	2002
	(unaudited)				
Net income, as reported	$ 11,043	$ 12,816	$ 35,076	$ 67,758	$ 45,009
Add: Stock-based compensation expense included in reported net income, net of tax	13	15	58	—	—
Less: Stock-based compensation expense determined under fair value-based methods for all awards, net of tax	(170)	(340)	(1,352)	(1,087)	(673)
Pro forma net income	$ 10,886	$ 12,491	$ 33,782	$ 66,671	$ 44,336
Stock option share data:					
Stock options granted during period	—	85,000	85,000	126,205	226,500
Weighted average option fair value	$ —	$ 9.47	$ 9.47	$ 11.49	$ 9.89

The fair value of each stock option grant is calculated using the Black-Scholes option pricing model, with the following assumptions:

	Three Months Ended March 31		Year Ended December 31		
	2005	2004	2004	2003	2002
	(unaudited)				
Expected volatility	—	25%	25%	38%	38%
Expected dividend yield	—	0%	0%	0%	0%
Expected option term	—	5 years	5 years	7 years	7 years
Risk-free rate of return	—	2.98%	2.98%	3.64%	4.64 - 4.87%

No Dean Foods stock options were granted to our employees during the three months ended March 31, 2005.

Sales Recognition and Accounts Receivable — Sales are recognized when persuasive evidence of an arrangement exists, the price is fixed or determinable, the product has been shipped to the customer and there is a reasonable assurance of collection of the sales proceeds. In accordance with Emerging Issues Task Force ("EITF") 01-09, "Accounting for Consideration Given by a Vendor to a Customer," sales are reduced by certain sales incentives, some of which are recorded by estimating expense based on our historical experience. We provide credit terms to customers generally ranging up to 30 days, perform ongoing credit evaluation of our customers and maintain allowances for potential credit losses based on historical experience. Estimated product returns, which have not been material in the historical periods, are deducted from sales at the time of shipment.

Shipping and Handling Fees — Our shipping and handling costs are included in both cost of sales and selling and distribution expense, depending on the nature of the costs. Shipping and handling costs included in cost of sales reflect inventory warehouse costs, product loading and handling costs and costs associated with transporting finished products from our manufacturing facilities to our own distribution warehouses. Shipping and handling costs included in selling and distribution expense consist primarily of the costs of shipping products to customers using third-party carriers. Shipping and handling costs that were recorded as a component of selling and distribution expense were approximately $29.5 million,

$25.6 million and $23.2 million in 2004, 2003 and 2002 and $7.0 million and $6.7 million for three months ended March 31, 2005 and 2004 (unaudited), respectively.

Income Taxes — We are included in Dean Foods' consolidated income tax returns and we do not file separate federal tax returns. Our income taxes have been determined and recorded in our Combined Financial Statements as if we were filing a separate return for federal income tax purposes. Deferred income taxes are provided for temporary differences between amounts recorded in the Combined Financial Statements and tax bases of assets and liabilities using current tax rates. Deferred tax assets, including the benefit of net operating loss carry-forwards, are evaluated based on the guidelines for realization and are reduced by a valuation allowance if deemed necessary. Taxes currently payable as well as current and prior period income tax payments and settlements are cleared directly with Dean Foods and, as a result, amounts related to us are included in Parent's net investment in our Combined Balance Sheets.

Advertising Expense — We sell primarily to private label and foodservice customers. Therefore, our third-party advertising expense is not material and we have no prepaid advertising expense at December 31, 2004 and 2003.

Interim Financial Information (unaudited) — The financial information as of March 31, 2005 and for the three month periods ended March 31, 2005 and 2004 is unaudited, but includes all adjustments, consisting only of normal and recurring accruals, that management considers necessary for a fair presentation of its combined results of operations, financial position and cash flows. Results for the three month period ended March 31, 2005 are not necessarily indicative of results to be expected for the full fiscal year 2005 or any other future period.

Recently Adopted Accounting Pronouncements — In December 2003, the Financial Accounting Standards Board ("FASB") issued SFAS No. 132 (revised 2003), "Employers' Disclosures about Pensions and Other Postretirement Benefits" in an attempt to improve financial statement disclosures regarding defined benefit plans. This standard requires that companies provide more details about their plan assets, benefit obligations, cash flows, benefit costs and other relevant information. In addition to expanded annual disclosures, we are required to report the various elements of pension and other postretirement benefit costs on a quarterly basis. SFAS No. 132 (revised 2003) is effective for fiscal years ending after December 15, 2003, and for quarters beginning after December 15, 2003. The expanded disclosure requirements are included in Notes 11 and 12.

On December 8, 2003, the Medicare Prescription Drug, Improvement and Modernization Act of 2003 (the "Act") was signed into law. The Act introduces a prescription drug benefit under Medicare Part D, as well as a federal subsidy to sponsors of retiree health care benefit plans that provide a benefit that is at least actuarially equivalent to Medicare Part D. In April 2004, the FASB issued Staff Position ("FSP") No. SFAS 106-2 to address the accounting and disclosure requirements related to the Act. The FSP is effective for interim or annual periods beginning after September 15, 2004. As substantially all of our postretirement benefits terminate at age 65, the FSP did not have material effect on our Combined Financial Statements.

Recently Issued Accounting Pronouncements — The FASB issued SFAS No. 123(R), "Share-Based Payment" in December 2004. It will require the cost of employee compensation paid with equity instruments to be measured based on grant-date fair values. That cost will be recognized over the vesting period. SFAS No. 123(R) will become effective for us in the first quarter of 2006. Our pro forma stock option disclosures included in this Note include the effect of Dean Foods stock options issued to our employees by Dean Foods. We intend to adopt stock-based compensation plans following the Distribution.

In November 2004, the FASB issued SFAS No. 151, "Inventory Costs — an Amendment of ARB No. 43, Chapter 4." SFAS No. 151, which is effective for inventory costs incurred during years beginning after June 15, 2005, clarifies the accounting for abnormal amounts of idle facility expense,

freight, handling costs, and wasted material, requiring that those items be recognized as current-period charges. In addition, SFAS No. 151 requires that allocation of fixed production overheads be based on the normal capacity of the production facilities. We do not believe the adoption of this standard will have a material impact on our Combined Financial Statements.

In December 2004, the FASB issued SFAS No. 153, "Exchanges of Nonmonetary Assets, an amendment of APB Opinion No. 29." SFAS No. 153 is effective for nonmonetary exchanges occurring in years beginning after June 15, 2005. SFAS No. 153 eliminates the rule in APB No. 29, which excluded from fair value measurement exchanges of similar productive assets. Instead, SFAS No. 153 excludes from fair value measurement exchanges of nonmonetary assets which do not have commercial substance. We do not believe the adoption of this standard will have a material impact on our Combined Financial Statements.

3. ACQUISITION, DIVESTITURE AND DISCONTINUED OPERATIONS

Acquisition

On December 24, 2003, we acquired the *Cremora* ® branded non-dairy powdered creamer business from Eagle Family Foods. Prior to the acquisition, we produced *Cremora* ® creamer for Eagle Family Foods pursuant to a co-packing arrangement, which generated approximately $8.9 million of net sales for us in 2003. *Cremora* ® is our only branded powdered coffee creamer. The *Cremora* ® brand had sales of approximately $15.8 million in the twelve months ended June 30, 2003. We purchased the *Cremora* ® business for a purchase price of approximately $12.6 million, all of which was funded using borrowings under Dean Foods' senior credit facility. The purchase price was allocated to assets of $13.7 million, including goodwill of $7.6 million and liabilities of $1.1 million.

The *Cremora* ® acquisition was accounted for using the purchase method of accounting as of the acquisition date and, accordingly, only the results of operations of the acquired company subsequent to the acquisition date are included in our Combined Financial Statements.

Divestiture

In 2002, we completed the sale of assets related to a boiled peanut business for net proceeds of approximately $1.4 million.

Discontinued Operations

On September 7, 2004, we announced our decision to exit our nutritional beverages business. Our decision to exit this line of business resulted from significant declines in volume, which we believed could not be replaced. In accordance with generally accepted accounting principles, our financial statements reflect our former nutritional beverages business as discontinued operations.

Net sales and income (loss) before taxes generated by our nutritional beverages business were as follows (in thousands):

	Three Months Ended March 31,		Year Ended December 31		
	2005	2004	2004	2003	2002
	(unaudited)				
Net sales	$ —	$ 10,779	$ 22,166	$ 39,398	$ 34,445
Income (loss) before tax	(543)	530	(15,308)	6,212	6,184

All intercompany net sales and expenses have been appropriately eliminated in the table above.

As part of the discontinuation of the nutritional beverages business, we recorded charges to close our manufacturing facility in Benton Harbor, Michigan. These charges were accounted for in accordance with SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities." We expect to incur additional charges after March 31, 2005 of approximately $700,000 in shutdown and other costs. These additional charges are expected to be completed by December 2005. The principal components of the facility closure included (i) workforce reductions as a result of the facility closing; (ii) shutdown costs, including those costs that are necessary to prepare the abandoned facility for closure and resale; (iii) costs incurred after shutdown such as utilities and property taxes; and (iv) write-downs of property, plant and equipment. The impaired property and equipment was written down to its estimated fair value of $1.4 million and held for sale at March 31, 2005 (unaudited).

Activity with respect to the facility closure costs is summarized below (in thousands):

	Charges	Payments	Accrued Charges at December 31, 2004	Charges	Payment	Accrued Charges at March 31, 2005
					(unaudited)	
Cash charges:						
Workforce reduction costs	$ 1,832	$ (392)	$ 1,440	$ 389	$ (1,142)	$ 687
Shutdown costs	241	(241)	—	77	(77)	—
Other	333	(329)	4	81	(81)	4
Subtotal	2,406	$ (962)	$ 1,444	$ 547	$ (1,300)	$ 691
Noncash charges:						
Write-down of assets	7,714					
Total charges	$ 10,120					

4. INVENTORIES

	March 31	December 31	
	2005	2004	2003
	(unaudited)	(In thousands)	
Raw materials and supplies	$ 30,537	$ 34,462	$ 37,313
Finished goods	79,336	84,787	96,770
LIFO reserve	(4,633)	(3,955)	(1,421)
Total	$ 105,240	$ 115,294	$ 132,662

Approximately $68.2 million, $88.2 million and $97.6 million of our inventory was accounted for under the LIFO method of accounting at March 31, 2005 (unaudited), December 31, 2004 and December 31, 2003, respectively.

5. PROPERTY, PLANT AND EQUIPMENT

	December 31	
	2004	2003
	(In thousands)	
Land	$ 3,859	$ 2,166
Building and improvements	59,922	51,722
Machinery and equipment	89,221	79,963
Construction in progress	8,125	4,793
	161,127	138,644
Less accumulated depreciation and amortization	(35,881)	(22,532)
Total	$ 125,246	$ 116,112

6. INTANGIBLE ASSETS

The carrying amount of goodwill increased by $7.6 million in the year ended December 31, 2003. There has been no change in the carrying value of goodwill through March 31, 2005

The gross carrying amount and accumulated amortization of our intangible assets other than goodwill as of March 31, 2005, December 31, 2004 and December 31, 2003 are as follows (in thousands):

	March 31,			December 31					
	2005			2004			2003		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
		(unaudited)							
Intangible assets with indefinite lives:									
Trademarks	$ 25,640	$ —	$ 25,640	$ 25,640	$ —	$ 25,640	$ 25,640	$ —	$ 25,640
Intangible assets with finite lives:									
Customer-related	13,675	(4,416)	9,259	13,675	(4,002)	9,673	11,200	(2,580)	8,620
Total other intangible	$ 39,315	$ (4,416)	$ 34,899	$ 39,315	$ (4,002)	$ 35,313	$ 36,840	$ (2,580)	$ 34,260

Amortization expense on intangible assets was $414,000, $336,000, $1.4 million and $1.3 million in the three months ended March 31, 2005 and 2004 (unaudited), and the years ended December 31, 2004 and 2003, respectively. Estimated aggregate intangible asset amortization expense for the next five years is as follows:

2006	$ 1.7 million
2007	1.5 million
2008	1.5 million
2009	1.5 million
2010	1.2 million

Our goodwill and intangible assets have resulted primarily from acquisitions and our acquisition by Dean Foods. Upon acquisition, the purchase price is first allocated to identifiable assets and liabilities, including trademarks and customer-related intangible assets, with any remaining purchase price recorded as goodwill. Goodwill and trademarks with indefinite lives are not amortized.

A trademark is recorded with an indefinite life if it has sufficient market share and a history of strong sales and cash flow performance that we expect to continue for the foreseeable future. If these perpetual trademark criteria are not met, the trademarks are amortized over their expected useful lives. Determining the expected life of a trademark is based on a number of factors including the competitive environment, market share, trademark history and anticipated future trademark support.

In accordance with SFAS No. 142, we conduct impairment tests of goodwill and intangible assets with indefinite lives annually in the fourth quarter or when circumstances arise that indicate a possible impairment might exist. If the fair value of an evaluated asset is less than its book value, the asset is written down to fair value based on its discounted future cash flows. Our 2004 and 2003 annual impairment tests of both goodwill and intangibles with indefinite lives indicated no impairments. Upon adoption of SFAS No. 142 in 2002, we recognized an impairment of $23.5 million, net of tax, related to our *Mocha Mix* ® trademark. The impairment was recorded in the first quarter of 2002 as a cumulative effect of an accounting change.

Amortizable intangible assets are only evaluated for impairment upon a significant change in the operating environment. If an evaluation of the undiscounted cash flows indicates impairment, the asset is written down to its estimated fair value, which is based on discounted future cash flows.

7. ACCOUNTS PAYABLE AND ACCRUED EXPENSES

	December 31	
	2004	2003
	(In thousands)	
Accounts payable	$ 35,963	$ 32,324
Accrued payroll and benefits	4,880	9,835
Health insurance, workers' compensation and other insurance costs	3,240	2,612
Other accrued expenses	11,197	11,345
Total	$ 55,280	$ 56,116

8. INCOME TAXES

The following table presents the 2004, 2003 and 2002 provisions for income taxes.

	Year Ended December 31		
	2004(1)	2003(1)	2002(1)(2)
	(In thousands)		
Current taxes expense:			
Federal	$ 16,670	$ 27,921	$ 34,880
State	810	1,999	2,983
Deferred income tax expense	8,591	8,105	1,022
Total	$ 26,071	$ 38,025	$ 38,885

(1) Excludes ($5.4) million, $2.3 million and $2.3 million of income tax (benefit) expense related to discontinued operations in 2004, 2003 and 2002, respectively.

(2) Excludes a $13.9 million income tax benefit related to cumulative effect of accounting change.

The following is a reconciliation of income taxes computed at the U.S. federal statutory tax rate to the income taxes reported in the combined statements of income:

	Year Ended December 31		
	2004	2003	2002
	(In thousands)		
Tax expense at statutory rate	$ 24,760	$ 35,661	$ 36,219
State income taxes	1,311	2,364	2,666
Total	$ 26,071	$ 38,025	$ 38,885

The tax effects of temporary differences giving rise to deferred income tax assets and liabilities were:

	December 31	
	2004	2003
	(In thousands)	
Deferred income tax assets:		
Accrued liabilities	$ 16,754	$ 17,658
State and foreign tax credits	291	291
Other	3,489	993
	20,534	18,942
Deferred income tax liabilities:		
Asset valuation reserves	$ (6,616)	$ (6,395)
Depreciation and amortization	(39,683)	(30,507)
	(46,299)	(36,902)
Net deferred income tax liability	$ (25,765)	$ (17,960)

These net deferred income tax assets (liabilities) are classified in our combined balance sheets as follows:

	December 31	
	2004	2003
	(In thousands)	
Current assets	$ 6,642	$ 4,326
Noncurrent liabilities	(32,407)	(22,286)
Total	$ (25,765)	$ (17,960)

No valuation allowance has been provided on deferred tax assets as management believes it is more likely than not that the deferred income tax assets will be fully recoverable.

9. LONG-TERM DEBT

	March 31, 2005		December 31			
			2004		2003	
	Amount Outstanding	Interest Rate	Amount Outstanding	Interest Rate	Amount Outstanding	Interest Rate
	(unaudited)		(In thousands)			
Receivables-backed facility	$ 22,400	3.38%	$ 21,983	2.83%	$ 15,014	1.84%
Industrial development revenue bonds	—		—		3,500	1.40
Capital lease obligations and other	6,460		6,528		6,691	
	28,860		28,511		25,205	
Less current portion	(219)		(215)		(4,035)	
Total	$ 28,641		$ 28,296		$ 21,170	

Receivables-Backed Facility — In 2003, we began participating in Dean Foods' receivables-backed facility. We sell our accounts receivable to a wholly-owned special purpose entity controlled by Dean Foods that is intended to be bankruptcy-remote. The special purpose entity transfers the receivables to third-party asset-backed commercial paper conduits sponsored by major financial institutions. The assets and liabilities of the special purpose entity are fully reflected in our Combined Balance Sheets, and the securitization is treated as a borrowing for accounting purposes. The receivables-backed facility bears interest at a variable rate based on the commercial paper yield, as defined in the agreement. Dean Foods does not allocate interest related to the receivables-backed facility to its segments. Therefore, no interest costs related to this facility have been reflected in the Combined Income Statements. Prior to the Distribution, we will cease to participate in Dean Foods' receivables-backed facility, and we will have no obligations under this facility at the time of the distribution.

Industrial Development Revenue Bonds — At December 31, 2003, our obligations under industrial development revenue bonds was $3.5 million. This bond was secured by irrevocable letters of credit issued by financial institutions, along with a first mortgage on the related real property and equipment. This bond was retired in the first quarter of 2004.

Capital Lease Obligations and Other — Capital lease obligations and other includes a promissory note for the purchase of property, plant, and equipment and capital lease obligations. The promissory note payable is payable in monthly installments of principal and interest. Capital lease obligations represent machinery and equipment financing obligations, which are payable in monthly installments of principal and interest and are collateralized by the related assets financed.

10. STOCK-BASED COMPENSATION

Certain of our employees participate in Dean Foods' stock-based compensation plans. At the date of the Distribution, all unvested stock options and stock units held by our employees will vest and our employees will have 60 days to exercise their Dean Foods stock options.

The following table summarizes the status of our participation in Dean Foods' stock option compensation programs:

	Options	Weighted Average Exercise Price
Outstanding at January 1, 2002.	747,050	$ 14.97
Granted(1)	226,500	20.40
Cancelled	(122,568)	14.26
Exercised	(350,579)	14.46
Outstanding at December 31, 2002	500,403	18.24
Granted(1)	126,205	24.79
Cancelled	(6,000)	21.46
Exercised	(140,170)	17.25
Outstanding at December 31, 2003	480,438	19.91
Granted(1)	85,000	31.17
Cancelled	(36,500)	21.33
Exercised	(127,179)	19.41
Outstanding at December 31, 2004	401,759	22.32
Cancelled	(2,106)	12.69
Exercised	(46,503)	22.27
Outstanding at March 31, 2005 (unaudited)	353,150	21.16
Exercisable at December 31, 2002	247,653	$ 16.03
Exercisable at December 31, 2003	231,688	17.78
Exercisable at December 31, 2004	213,509	18.70

(1) Employee options vest as follows: one-third on the first anniversary of the grant date, one-third on the second anniversary of the grant date, and one-third on the third anniversary of the grant date.

The following table summarizes information about options issued to our employees outstanding and exercisable at December 31, 2004:

	Options Outstanding			Options Exercisable	
Range of Exercise Prices	Number Outstanding	Weighted-Average Remaining Contractual Life	Weighted-Average Exercise Price	Number Exercisable	Weighted-Average Exercise Price
$10.14 to $12.47	4,596	1.12	$ 10.82	4,596	$ 11.17
$14.07 to $14.07	49,136	5.41	14.25	49,136	14.07
$16.54 to $16.84	36,424	4.22	18.14	36,424	16.57
$20.35 to $20.35	134,000	7.04	20.35	83,750	20.35
$21.91 to $21.91	13,478	3.41	23.48	13,478	21.91
$24.41 to $24.79	80,875	8.01	24.79	26,125	24.78
$31.17 to $31.17	83,250	9.03	31.00	—	31.17

Dean Foods issued stock units to certain of our employees in 2004. Each stock unit represents the right to receive one share of common stock in the future. Stock units have no exercise price. Each of our employee's stock unit grants vests ratably over five years, subject to certain accelerated vesting provisions

based primarily on Dean Foods' stock price. The weighted average fair value at grant date was $31.17 per unit. The following table summarizes the status of the stock unit compensation program as it relates to our employees:

Outstanding at December 31, 2003.	—
Stock units issued	15,000
Stock units cancelled	—
Stock units outstanding at December 31, 2004.	15,000
Shares issued upon vesting of stock unit	(1,764)
Stock units cancelled	(1,004)
Stock units outstanding at March 31, 2005 (unaudited)	12,232
Compensation expense recognized in the year ended December 31, 2004 (in thousands)	$ 94
Compensation expense recognized in the three months ended March 31, 2005 (unaudited) (in thousands)	$ 21

11. EMPLOYEE RETIREMENT AND PROFIT SHARING PLANS

We participate in certain defined benefit and defined contribution retirement plans, including various employee savings and profit sharing plans sponsored by Dean Foods. We contribute, through Dean Foods, to various multiemployer pension plans on behalf of our employees. The information that follows relates to our portion of Dean Foods' employee retirement and profit sharing plans. At the date of Distribution, the portion of assets and liabilities for these plans related to our employees will be separated from the Dean Foods plans and will become our own separate pension and profit sharing plans.

During 2004, 2003 and 2002, our retirement and profit sharing plan expenses were as follows:

	Year Ended December 31		
	2004	2003	2002
	(In thousands)		
Multiemployer pension and certain union plans	$ 1,065	$ 909	$ 909
Defined contribution plans	659	955	837
Defined benefit plans	1,196	1,245	845
Total	$ 2,920	$ 3,109	$ 2,591

Defined Benefit Plans — When Legacy Dean was acquired by Dean Foods in 2001 the plan covering our nonunion employees was frozen. Our multiemployer and union plans continue to operate under the applicable collective bargaining agreements. The benefits under these defined benefit plans are based on years of service and employee compensation. Dean Foods' funding policy is to contribute annually the minimum amount required under ERISA regulations.

The following table sets forth the funded status of the portion of the Dean Foods defined benefit plan related to our employees recognized in our Combined Balance Sheets:

	December 31	
	2004	2003
	(In thousands)	
Change in benefit obligation:		
Benefit obligation at beginning of year	$ 26,324	$ 23,415
Service cost	360	325
Interest cost	1,711	1,340
Plan Amendments	—	1,504
Actuarial loss	3,730	1,811
Benefits paid	(3,686)	(2,071)
Benefit obligation at end of year	28,439	26,324
Change in plan assets:		
Fair value of plan assets at beginning of year	12,246	9,569
Actual return on plan assets	3,614	1,559
Employer contribution	3,576	3,189
Benefits paid	(3,686)	(2,071)
Fair value of plan assets at end of year	15,750	12,246
Funded status	(12,689)	(14,078)
Unrecognized prior service cost	1,409	1,504
Unrecognized net loss	5,705	2,860
Net amount recognized	$ (5,575)	$ (9,714)
Amount recognized in the statement of financial position consists of:		
Accrued benefit liability	(10,925)	(13,078)
Intangible asset	1,409	1,504
Accumulated other comprehensive income	3,941	1,860
	$ (5,575)	$ (9,714)

A summary of the key actuarial assumptions used to determine benefit obligations as of December 31, 2004 and 2003 follows:

	December 31	
	2004	2003
Discount rate	5.75%	6.50%
Expected return on plan assets	8.50%	8.50%
Rate of compensation increase	4.00%	4.00%

A summary of the key actuarial assumptions used to determine net periodic benefit cost for the years ended December 31, 2004, 2003 and 2002 follows:

	Year Ended December 31		
	2004	2003	2002
Discount rate	6.50%	6.75%	6.75%
Expected return on plan assets	8.50%	8.50%	9.00%
Rate of compensation increase	4.00%	4.00%	5.00%

	Three Months Ended March 31		Year Ended December 31		
	2005	2004	2004	2003	2002
	(unaudited)				
Components of net periodic pension cost (in thousands):					
Service cost	$ 80	$ 90	$ 360	$ 325	$ —
Interest cost	399	428	1,711	1,340	1,504
Expected return on plan assets	(312)	(274)	(1,095)	(706)	(1,166)
Amortization of prior service cost	21	20	80	—	—
Amortization of unrecognized net loss	40	3	13	53	—
Effect of settlement	37	32	127	233	507
Net periodic benefit cost	$ 265	$ 299	$ 1,196	$ 1,245	$ 845

The projected benefit obligation, accumulated benefit obligation, and fair value of plan assets for the pension plan with accumulated benefit obligations in excess of plan assets were $28.4 million, $26.7 million and $15.8 million, respectively, as of December 31, 2004 and $26.3 million, $25.3 million and $12.2 million, respectively, as of December 31, 2003.

Dean Foods manages pension plan assets in a master trust. Upon the Distribution, we will manage the portion of these plan assets related to our employees. We are currently in the process of developing an investment policy. Dean Foods' current asset mix guidelines target equities at 65-75% of the portfolio and fixed income at 25-35%.

Dean Foods determines the expected long-term rate of return based on the expectations of future returns for the pension plan investments based on target allocations of the pension plan investments. Additionally, Dean Foods considers the weighted-average return of a capital markets model that was developed by the plan's investment consultants and historical returns on comparable equity, fixed income and other investments. The resulting weighted average expected long-term rate of return on plan assets is 8.5%.

The weighted average asset allocations of Dean Foods' pension plan at December 31, 2004 and 2003 by asset category were generally consistent with the target mix guidelines. Equity securities of the plan did not include any investment in Dean Foods common stock at December 31, 2004 or 2003.

We expect to contribute $4.2 million for our portion of the Dean Foods plans for 2005. Estimated pension plan benefit payments for the next ten years is as follows:

2005	$	0.7 million
2006		1.7 million
2007		0.9 million
2008		1.0 million
2009		0.6 million
Next five years		7.3 million

Defined Contribu t *ion Plans* — Certain of our non-union personnel may elect to participate in savings and profit sharing plans sponsored by Dean Foods. These plans generally provide for salary reduction contributions to the plans on behalf of the participants of between 1% and 20% of a participant's annual compensation and provide for employer matching and profit sharing contributions as determined by Dean Foods' Board of Directors.

Multiemployer Pension and Certain Union Plans — Dean Foods contributes to several multiemployer union pension plans on behalf of our employees. These plans are administered jointly by management and union representatives and cover substantially all full-time and certain part-time union employees who are not covered by other plans. The Multiemployer Pension Plan Amendments Act of 1980 amended ERISA to establish funding requirements and obligations for employers participating in multiemployer plans, principally related to employer withdrawal from or termination of such plans. We could, under certain circumstances, be liable for unfunded vested benefits or other expenses of jointly administered union/management plans. At this time, we have not established any liabilities because withdrawal from these plans is not probable.

12. POSTRETIREMENT BENEFITS OTHER THAN PENSIONS

Certain of our employees participate in Dean Foods' benefit programs, which provide certain health care benefits for retired employees and their eligible dependents. At the date of Distribution, the portion of assets and liabilities for these plans related to our employees will be separated from the Dean Foods plans and will become our separate postretirement benefit plans.

The following table sets forth the funded status for the portion of the Dean Foods plan related to our employees recognized in our Combined Balance Sheets:

	December 31	
	2004	2003
	(In thousands)	
Change in benefit obligation:		
Benefit obligation at beginning of year	$ 1,480	$ 1,220
Service cost	203	188
Interest cost	82	67
Actuarial loss	47	200
Benefits paid	(353)	(195)
Benefit obligation at end of year	1,459	1,480
Fair value of plan assets at end of year	—	—
Funded status	(1,459)	(1,480)
Unrecognized net loss	634	622
Net amount recognized	$ (825)	$ (858)

A summary of the key actuarial assumptions used to determine the benefit obligation as of December 31, 2004 and 2003 follows:

	December 31	
	2004	2003
Healthcare inflation:		
Initial rate	10.00%	12.00%
Ultimate rate	5.00%	5.00%
Year of ultimate rate achievement	2009	2009
Discount rate	5.75%	6.50%

The weighted average discount rate used to determine net periodic benefit cost was 6.50%, 6.75% and 6.75% for the years ended December 31, 2004 and 2003 and 2002.

	Three Months Ended March 31		Year Ended December 31		
	2005	2004	2004	2003	2002
	(unaudited)				
Components of net periodic benefit cost (in thousands):					
Service and interest cost	$ 73	$ 71	$ 285	$ 255	$ 356
Amortization of unrecognized net loss	16	9	35	10	—
Net periodic benefit cost	$ 89	$ 80	$ 320	$ 265	$ 356

Assumed health care cost trend rates have a significant effect on the amounts reported for the health care plans. A one percent change in assumed health care cost trend rates would have the following effects:

	1-percentage-point increase	1-percentage-point decrease
	(In thousands)	
Effect on total of service and interest cost components	$ 23	$ (20)
Effect on postretirement obligation	108	(98)

We expect to contribute $61,000 for the portion of the Dean Foods postretirement health care plans related to our employees for 2005. Estimated postretirement health care plan benefit payments for the next ten years is as follows:

2005	$ 61,000
2006	94,000
2007	96,000
2008	138,000
2009	185,000
Next five years	1.8 million

13. FACILITY CLOSING AND REORGANIZATION COSTS

As part of Legacy Dean's acquisition by Dean Foods, we accrued costs in 2002 pursuant to plans to exit certain activities and operations in order to rationalize production costs and inefficiencies. Under these plans, our facilities in Atkins, Arkansas and Cairo, Georgia were closed. We also shut down two pickle tank yards and relocated production between plants as part of our overall integration and efficiency efforts.

The principal components of the plans include (i) workforce reductions as a result of facility closings and facility reorganizations; (ii) shutdown costs, including those costs that are necessary to clean and prepare abandoned facilities for closure; and (iii) costs incurred after shutdown such as lease obligations or termination costs, utilities and property taxes after shutdown of the facility.

Activity with respect to these acquisition liabilities for 2004 and 2003 is summarized below:

	Accrued Charges at December 31, 2002	Payments	Accrued Charges at December 31, 2003	Payments	Accrued Charges at December 31, 2004	Payments	Accrued Charges at March 31, 2005
			(In thousands)			(unaudited)	
Workforce reduction costs	$ 3,754	$ (3,754)	$ —	$ —	$ —	$ —	$ —
Shutdown costs	2,756	(986)	1,770	(233)	1,537	(63)	1,474
Total	$ 6,510	$ (4,740)	$ 1,770	$ (233)	$ 1,537	$ (63)	$ 1,474

14. COMMITMENTS AND CONTINGENCIES

Leases — We lease certain property, plant and equipment used in our operations under both capital and operating lease agreements. Such leases, which are primarily for machinery, equipment and vehicles, have lease terms ranging from 1 to 20 years. Certain of the operating lease agreements require the payment of additional rentals for maintenance, along with additional rentals based on miles driven or units produced. Certain leases require us to guarantee a minimum value of the leased asset at the end of

the lease. Our maximum exposure under those guarantees is not a material amount. Rent expense, including additional rent, was $7.4 million, $8.3 million and $7.7 million for the years ended December 31, 2004, 2003 and 2002, respectively.

The composition of capital leases which are reflected as property, plant and equipment in our consolidated balance sheets are as follows:

	December 31	
	2004	2003
	(In thousands)	
Machinery and equipment	$ 6,311	$ 5,618
Less accumulated amortization	(930)	(562)
	$ 5,381	$ 5,056

Purchase Obligations — We have entered into various contracts obligating us to purchase minimum quantities of raw materials used in our production processes including cucumbers and tank yard space. Due to the pressure on available supplies of raw materials and processing space, we entered into these contracts to help source raw ingredients and processing space sufficient to meet our growth and to facilitate our ability to maintain prices consistent with current levels.

Future minimum payments at March 31, 2005, under non-cancelable capital leases, operating leases and purchase obligations are summarized below (in thousands):

	Capital Leases	Operating Leases	Purchase Obligations
		(unaudited)	
2006	$ 994	$ 6,182	$ 42,584
2007	988	5,624	9,480
2008	970	5,422	9,322
2009	902	5,208	7,484
2010	871	4,233	7,234
Thereafter	10,014	14,775	10,637
Total minimum lease payments	14,739	$ 41,444	$ 86,741
Less amount representing interest	(8,279)		
Present value of capital lease obligations	$ 6,460		

Guaranty of Dean Foods' Obligations Under Its Senior Credit Facility — Certain of Dean Foods' subsidiaries, including us, are required to guarantee Dean Foods' indebtedness under its senior credit facility. We have pledged substantially all of our assets (other than our real property and our ownership interests in our subsidiaries) as security for our guaranty. At the time of the Distribution, we will be released from our guarantee of Dean Foods' senior credit facility.

Insurance — We participate in Dean Foods insurance programs. We retain selected levels of property and casualty risks, primarily related to employee healthcare, workers' compensation claims and other casualty losses. Many of these potential losses are covered under conventional insurance programs with third-party carriers with high deductible limits. In other areas, we are self-insured with stop-loss coverages. These deductibles range from $350,000 for medical claims to $2 million for casualty claims. We believe we have established adequate reserves to cover these claims.

Litigation, Investigations and Audits — We are party, in the ordinary course of business to certain other claims, litigation, audits and investigations. We believe we have adequate reserves for any liability we may incur in connection with any such currently pending or threatened matter. In our opinion, the settlement of any such currently pending or threatened matter is not expected to have a material adverse impact on our financial position, results of operations or cash flows.

15. FAIR VALUE OF FINANCIAL INSTRUMENTS

Pursuant to SFAS No. 107, "Disclosure About Fair Value of Financial Instruments," we are required to disclose an estimate of the fair value of our financial instruments as of December 31, 2004 and 2003. SFAS No. 107 defines the fair value of financial instruments as the amount at which the instrument could be exchanged in a current transaction between willing parties.

Due to their near-term maturities, the carrying amounts of accounts receivable and accounts payable are considered equivalent to fair value. In addition, because the interest rates on our debt are variable, its fair value approximates its carrying value.

16. SEGMENT AND GEOGRAPHIC INFORMATION AND MAJOR CUSTOMERS

We believe we are the largest manufacturer of pickles and non-dairy powdered creamer in the United States based upon total sales volumes. We also are the leading retail supplier of private label pickles and private label non-dairy powdered creamer in the United States.

Our pickles segment sells a variety of pickle, relish, sauerkraut and pepper products under customer brands and under our proprietary brands including *Farmans* ®, *Nalley's* ®, *Peter Piper* ® and *Steinfeld* ™. Branded products are sold to retailers and private label products are sold to retailers, foodservice customers and in bulk to other food processors. The pickles segment also includes shrimp, seafood, tartar, horseradish, chili, sweet and sour sauces and syrups sold to retail grocers in the Eastern, Midwestern and Southeastern United States. These products are sold under the *Bennett's*® , *Hoffman House* ® and *Roddenberry's*® *Northwoods* ® brand names.

Our non-dairy powdered creamer segment includes private label powdered creamer and our proprietary *Cremora* ® brand. The majority of our powdered products are sold under customer brands to retailers, distributors and in bulk to other food companies for use as ingredients in their products.

In addition to powdered coffee creamer, we also sell shortening powders and other high-fat powder formulas used in baking, beverage mixes, gravies and sauces.

Our aseptic products and other refrigerated products do not qualify as a reportable segment and are included under other food products. Aseptic products are sterilized using a process which allows storage for prolonged periods without refrigeration. We manufacture aseptic cheese sauces and puddings. Our cheese sauces and puddings are sold primarily under private labels to distributors. Our refrigerated products include *Mocha Mix* ®, a non-dairy liquid creamer, *Second Nature* ®, a liquid egg substitute, and salad dressings sold in foodservice channels.

Prior to December 2004, we also manufactured and distributed certain nutritional beverage products. Our historical financial statements have been restated to reflect the operations related to the nutritional beverage business as discontinued operations.

The designation of our segments has been made in anticipation of the Distribution. Historically, we have managed operations on a company-wide basis, thereby making determinations as to the allocation of resources in total rather than on a segment-level basis. We have designated our reportable segments based largely on how management views our business and on differences in manufacturing processes

between product categories. We do not segregate assets between segments for internal reporting. Therefore, asset-related information has been presented in total.

We evaluate the performance of our segments based on adjusted gross margin. The amounts in the following tables are obtained from reports used by our senior management team and do not include any allocated income taxes, management fees or the LIFO reserve adjustment. There are no significant non-cash items reported in segment profit or loss other than depreciation and amortization.

	Three Months Ended March 31		Year Ended December 31		
	2005	2004	2004	2003	2002
	(unaudited)		(In thousands)		
Net sales to external customers:					
Pickles	$ 73,206	$ 79,702	$ 339,080	$ 352,622	$ 356,201
Non-Dairy Powdered Creamer	64,884	58,447	241,494	218,563	199,228
Other	28,285	27,427	114,045	124,949	128,390
Total	$ 166,375	$ 165,576	$ 694,619	$ 696,134	$ 683,819
Operating income from continuing operations:					
Pickles	$ 8,927	$ 13,981	$ 50,473	$ 70,412	$ 72,398
Non-Dairy Powdered Creamer	11,209	9,838	42,136	40,869	36,766
Other	7,931	6,150	23,676	29,919	36,108
Segment Adjusted Gross Margin (1)	28,067	29,969	116,285	141,200	145,272
Other operating expenses	9,933	10,031	44,717	38,561	40,842
Operating income	18,134	19,938	71,568	102,639	104,430
Other (income) expense:					
Interest expense	193	179	710	750	831
Other (income) expense, net	(61)	(11)	116	—	117
Combined income from continuing operations before tax	$ 18,002	$ 19,770	$ 70,742	$ 101,889	$ 103,482
Depreciation and amortization	$ 4,131	$ 4,071	$ 14,863	$ 14,032	$ 14,517
Total Assets	618,998	649,551	632,922	660,572	639,935
Capital expenditures	2,626	4,879	21,990	17,101	10,404

(1) Amounts represent the gross margin less allocated freight out and commission expense.

Geographic Information — During 2005 we had foreign sales of approximately 2.6% of combined sales. We primarily export to Canada and Asia.

Major Customers — Our non-dairy powdered creamer segment had one customer that represented greater than 10% of their 2005 sales. Approximately 11.4% of our combined sales were to that same customer. Our other foods products had two customers that represented greater than 10% of their 2005 sales. Approximately 6.7% and 4.6% of our combined 2005 sales were to those customers.

17. QUARTERLY RESULTS OF OPERATIONS (unaudited)

The following is a summary of our unaudited quarterly results of operations for 2005, 2004 and 2003.

	Quarter			
	First	Second	Third	Fourth
	(In thousands)			
2005				
Net sales	$ 166,375			
Gross profit	37,844			
Income from continuing operations before income taxes	18,002			
Net income (1)	11,043			
2004				
Net sales	$ 165,576	$ 180,354	$ 169,203	$ 179,486
Gross profit	39,597	42,465	35,811	38,776
Income from continuing operations before income taxes	19,770	21,061	16,187	13,724
Net income (2)	12,816	12,648	1,166	8,446
2003				
Net sales	$ 170,706	$ 178,332	$ 167,931	$ 179,165
Gross profit	44,063	46,501	44,869	42,805
Income from continuing operations before income taxes	24,922	26,626	26,797	23,544
Net income (3)	16,172	17,830	18,252	15,504

(1) Includes loss, net of tax, from discontinued operations of $339,000.

(2) Includes income (loss), net of tax, from discontinued operations of $331,000, $(605,000), $(9.1 million) and $(250,000) in the first, second, third and fourth quarters, respectively.

(3) Includes income, net of tax, from discontinued operations of $551,000, $1.1 million, $1.5 million and $746,000 in the first, second, third and fourth quarters, respectively.

18. RELATED PARTY TRANSACTIONS

Included in net sales are sales to other Dean Foods' segments of $3.6 million, $10.7 million and $16.3 million for the years ended December 31, 2004, 2003 and 2002 and $447,000 and $1.8 million in the three months ended March 31, 2005 and 2004 (unaudited), respectively.

SCHEDULE II

TREEHOUSE FOODS, INC.

VALUATION AND QUALIFYING ACCOUNTS
Years Ended December 31, 2004, 2003 and 2002

Allowance for doubtful accounts deducted from accounts receivable:

	Balance Beginning of Year	Charged to Income	Write-Off of Uncollectible Accounts	Balance End of Year
		(In thousands)		
2002	$ 700	$ 200	$ 156	$ 744
2003	744	348	92	1,000
2004	1,000	818	1,688	130

End of Filing

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