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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 2, 2016

TREEHOUSE FOODS, INC.
(Exact Name of Registrant as Specified in Charter)

Commission File Number: 001-32504

Delaware	**20-2311383**
(State or Other Jurisdiction of Incorporation)	**(IRS Employer Identification No.)**
2021 Spring Road **Suite 600** **Oak Brook, IL**	**60523**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's telephone number, including area code: (708) 483-1300

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 2.02. Results of Operations and Financial Condition

On November 3, 2016, TreeHouse Foods, Inc. (NYSE: THS) ("TreeHouse") issued a press release announcing its financial and operating results for the fiscal quarter ended September 30, 2016 and providing information relating to its previously announced webcast being held to discuss such results. A copy of this press release is furnished as Exhibit 99.1 to this report and is incorporated herein by reference.

The information in this Form 8-K under Item 2.02 and Exhibit 99.1 attached hereto shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific referencing in such filing.

Item 2.05. Costs Associated with Exit or Disposal Activities

On November 3, 2016, TreeHouse issued a press release announcing its intention to close a facility in Delta, British Columbia and reduce its manufacturing footprint in Battle Creek, Michigan. Production in the Delta, British Columbia facility is expected to cease in early 2018 and the partial closure of the Battle Creek facility is expected to begin in January 2017 and occur over a 15-month period. A copy of the press release, including initial estimates of the financial estimates of the financial impact to TreeHouse, is filed as Exhibit 99.2 to this report and is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements for Certain Officers

Resignation of President

On November 3, 2016, TreeHouse announced that Christopher D. Sliva announced his resignation as President in order to pursue another career opportunity. Dennis F. Riordan, Executive Vice President and Chief Financial Officer, whose upcoming retirement was previously announced, has committed to remain with TreeHouse and serve as President while TreeHouse conducts a search for a new President. The information required by Items 401(b), (d) and (e) of Regulation S-K regarding Mr. Riordan's background is incorporated herein by reference to, and can be found in, TreeHouse's Definitive Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on March 2, 2016.

Also on November 3, 2016, TreeHouse issued a press release announcing the resignation of Mr. Sliva. A copy of the press release is filed as Exhibit 99.3 to this report and is incorporated herein by reference.

Appointment of Chief Financial Officer

On November 3, 2016, TreeHouse announced that Matthew J. Foulston, 52, will be appointed Executive Vice President & Chief Financial Officer. Mr. Foulston most recently was Executive Vice President and Chief Financial Officer of Compass Minerals International, Inc. (NYSE: CMP), where he was responsible for accounting, financial planning and reporting, tax, internal audit, capital investment management and investor relations. To ensure a smooth transition, Mr. Foulston has agreed to remain with Compass Minerals through December 1, 2016. Consequently, he will join TreeHouse no later than December 2, 2016.

Prior to joining Compass Minerals in 2014, Mr. Foulston was Senior Vice President of Operations and Corporate Finance at Navistar International and Vice President and Chief Financial Officer at Navistar Truck. Mr. Foulston previously held senior leadership positions at Mazda North America and Ford Motor Company in Germany, the United Kingdom and the United States. Mr. Foulston earned his Bachelors of Science with honors in Economics from Loughborough University in Leicestershire, United Kingdom.

In connection with his appointment as Executive Vice President and Chief Financial Officer, TreeHouse entered into an offer letter, dated as of November 2, 2016 (the “Offer Letter”), and an employment agreement, dated as of November 2, 2016 (the “Employment Agreement”), with Mr. Foulston. The Employment Agreement has an initial term of three years, with automatic one-year renewals thereafter unless either party gives 90 days’ advance notice of intent not to renew the term. Pursuant to the Employment Agreement, Mr. Foulston will receive an annual base salary of $570,000, and he will be eligible for an annual performance bonus with a target amount of $513,000 (prorated for 2016). Mr. Foulston also will receive a one-time signing bonus of $304,817 to compensate him for value associated with Compass Minerals benefits forfeited in the transition. Mr. Foulston will be eligible to participate in the employee benefit plans and programs generally available to executive officers of TreeHouse, including a relocation assistance program, and starting in January 2018, will be eligible for an annual perquisite allowance of $10,000.

In addition, Mr. Foulston will be eligible to participate in the TreeHouse, Inc. Equity and Incentive Plan (the “Incentive Plan”) and will receive annual grants thereunder valued at $1,350,000 per year. With respect to 2016, Mr. Foulston will receive, on the last day of his first month of employment, a prorated grant under the Incentive Plan valued at $499,500, comprised 50% of stock options and 50% of restricted stock units. On the last day of his first month of employment, Mr. Foulston will also receive a grant of restricted stock units under the Incentive Plan valued at $220,000, which will vest 33% on each of the first and second anniversaries of the grant date and 34% on the third anniversary of the grant date.

Pursuant to the Employment Agreement, Mr. Foulston is entitled to receive severance benefits upon certain terminations of his employment, subject to Mr. Foulston’s timely execution and non-revocation of a waiver and release of claims. In the event that Mr. Foulston’s employment is terminated by TreeHouse without “Cause” or by Mr. Foulston for “Good Reason” (as such terms are defined in the Employment Agreement), Mr. Foulston will be entitled to receive an amount equal to the sum of (i) two times his annual base salary and (ii) two times the annual performance bonus that Mr. Foulston would have received had he remained employed by TreeHouse for the entire calendar year in which the termination occurs, based on actual performance and prorated for the number of days in the year that Mr. Foulston was actually employed by TreeHouse. If such a termination without “Cause” or for “Good Reason” occurs within the two-year period immediately following a “Change of Control” (as such term is defined in the Employment Agreement), Mr. Foulston will instead be entitled to receive (in lieu of the severance payment described in the preceding sentence) an amount equal to the sum of (a) three times his annual base salary and (b) three times the annual performance bonus that Mr. Foulston would have received had he remained employed by TreeHouse for the entire calendar year in which the termination occurs, assuming performance at target. In the event of a termination of employment without “Cause,” for “Good Reason” or due to Mr. Foulston’s “Disability” (as defined in the Employment Agreement), Mr. Foulston will also be entitled to continued participation in the medical, dental, hospitalization and life insurance benefit plans in which he was participating until the earlier of (1) the third anniversary of his termination of employment, (2) his death or (3) the date(s) on which he receives equivalent coverage under the employee benefit plans of a subsequent employer.

The foregoing description of the terms of Mr. Foulston's employment is not complete and is qualified in its entirety by the full text of the Offer Letter and the Employment Agreement, which are attached hereto as Exhibits 10.1 and 10.2, respectively, and are incorporated by reference herein.

Also on November 3, 2016, TreeHouse issued a press release announcing the appointment of Mr. Foulston. A copy of the press release is filed as Exhibit 99.4 to this report and is incorporated herein by reference.

Section 9 – Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

(d) Exhibits:

Exhibit Number	Exhibit Description
10.1*	Employment Offer Letter, dated as of November 2, 2016 between TreeHouse and Matthew Foulston
10.2*	Employment Agreement, dated as of November 2, 2016 between TreeHouse and Matthew Foulston
99.1	Press Release dated November 3, 2016, announcing financial results for the fiscal quarter ended September 30, 2016
99.2	Press Release dated November 3, 2016, announcing plans to close Delta, British Columbia facility and downsize Battle Creek, Michigan facility
99.3	Press Release, dated November 3, 2016, announcing the resignation of Christopher D. Sliva
99.4	Press Release, dated November 3, 2016, announcing the appointment of Matthew Foulston

* Management contract or compensatory plan or arrangement.

SIGNATURES

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

TreeHouse Foods, Inc.

Date: November 3, 2016

By: /s/ Thomas E. O'Neill

Thomas E. O'Neill

General Counsel, Executive Vice President, Chief Administrative Officer and officer duly authorized to sign on behalf of the registrant

INDEX TO EXHIBITS

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* Management contract or compensatory plan or arrangement.

TreeHouse

Matthew Foulston
2540 W 118 th Terrace
Leawood, KS 66211

November 2, 2016

Dear Matthew,

We are pleased to offer you the role of Executive Vice President & Chief Financial Officer, TreeHouse Foods, Inc. We have a unique opportunity and believe that you will make substantial contributions to our success at TreeHouse Foods (THS). Following are the details of our offer:

- As EVP & Chief Financial Officer, you will report to the Chairman & Chief Executive Officer, and have your office in our Oak Brook, Illinois Corporate Headquarters.
- Your initial salary will be $570,000 annually. Your salary will be reviewed at the same time as our other executive team members', with your first review in March 2018.
- You will participate in our Annual Incentive Plan at the 90% (of base salary) target level. Annual payments can range from 0-200% of your target depending upon company and personal performance. Your participation in the Incentive Plan will be prorated based on start date for the 2016 plan year.
- You will be eligible to participate in our Equity and Incentive Plan. The value of your annual grant will be $1,350,000. In 2016, you will receive an initial grant with a value of $499,500, representing the prorated amount for the time from your start date until our regular annual grant date of March 31. This initial grant will be comprised of 50% stock options and 50% restricted stock units and it will be issued on the last day of the month in which you start. In March 2017, you will receive a second grant with a full annual value. The specific make up of this annual grant will be determined by the Compensation Committee of the Board of Directors and it will be consistent with the grants of our other senior officers. Historically the grants have been comprised of a combination of stock options, restricted stock units and performance restricted stock units. Documents outlining the grants will be provided to you shortly after your employment date. As with all participants, all future grants are subject to Compensation Committee approval. I will be happy to provide you more explanation about our programs should you have questions.
- On the last day of the month you start employment at TreeHouse, you will receive a grant of $220,000 in Restricted Stock Units (RSUs). These RSUs will vest 33% on the first anniversary of the grant date, and 33%% on the second anniversary of the grant date, and 34% on the third anniversary of the grant date.

- On the last day of the month you start employment at TreeHouse, you will receive a cash payment of $304,817.
- You will be eligible for our Executive Homeowner Relocation Assistance Program. Additionally, we will provide six months of temporary living support should you require it.
- You will be eligible for an annual perquisite allowance of $10,000. This will be paid in January 2017 and annually thereafter.
- You will be eligible for our employee benefits programs, summaries of which are enclosed.
- You will be eligible for four weeks of vacation annually.
- This offer is conditional upon your passing our normal background check and drug screen.
- In your position it is common to have an employment agreement which covers certain terms of employment, responsibilities, severance provisions and post-employment restrictions. Attached is an agreement which basically mirrors the agreement currently in place for Dennis Riordan and other executives.

Matthew, we look forward to working with you in this important role and having you as a member of our team. All of us who have met you believe that you will find a home at TreeHouse and become a key member of our organization. Please call us if you have questions.

Regards,

/s/ Lori G. Roberts
Lori G. Roberts
Sr. Vice President, Human Resources

Signature of Acceptance

/s/ Matthew Foulston 11/2/16
Matthew Foulston Date

Exhibit 10.2

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this " **Agreement** "), dated as of November 2, 2016, is made by and between TREEHOUSE FOODS, INC., a Delaware corporation (the " **Company** " and **Matthew Foulston** (the " **Executive** ").

WITNESSETH:

WHEREAS , Executive possesses the skills and experience necessary to serve as the Company's Chief Financial Officer and as a member of its management team; and

WHEREAS , in light of these skills and experience, the Company desires to secure the services of Executive, and is willing to enter into this Agreement embodying the terms of the employment of Executive by the Company;

NOW, THEREFORE , in consideration of the mutual covenants herein contained, the Company and Executive hereby agree as follows:

1. **Employment** . Upon the terms and subject to the conditions of this Agreement and, unless earlier terminated as provided in Section 6, the Company hereby employs Executive and Executive hereby accepts employment by the Company for the period commencing on the date hereof (the " **Commencement Date** ") and ending on the third (3 rd) anniversary of the Commencement Date; provided, however, that the term of this Agreement shall automatically be extended for one (1) additional year on the third (3 rd) anniversary of the Commencement Date and each subsequent anniversary thereof, unless not less than ninety (90) days prior to such anniversary date, either party shall give the other written notice that he or it does not want the term to extend as of such anniversary date. The period during which Executive is employed pursuant to this Agreement shall be referred to herein as the " **Employment Period** ."

2. **Position and Duties .** During the Employment Period, Executive shall serve as the Executive Vice President and Chief Financial Officer of the Company and in such other position or positions with the Company and its majority-owned subsidiaries consistent with the foregoing position as the Board of Directors of the Company (the " **Board** ") may specify or the Company and Executive may mutually agree upon from time to time. During the Employment Period, Executive shall have the duties, responsibilities and obligations customarily assigned to individuals at comparable publicly traded companies serving in the position or positions in which Executive serves hereunder. Executive shall devote substantially all of his business time to the services required of him hereunder, except for vacation time and reasonable periods of absence due to sickness, personal injury or other disability, and shall perform such services to the best of his abilities. Subject to the provisions of Section 7, nothing herein shall preclude Executive from (i) engaging in charitable activities and community affairs, (ii) managing his personal investments and affairs or (iii) serving on the board of directors or other governing body of any corporate or other business entity, so long as such service is not in violation of the covenants contained in Section 7 or the governance principles established for the Company by the Board, as in effect from time to time; provided that in no event may such activities, either individually or in the aggregate, materially interfere with the proper performance of Executive's duties and responsibilities hereunder.

3. **Place of Performance** . The Company has its headquarters office in the Chicago, Illinois metropolitan area (currently, Oak Brook, Illinois) at which Executive shall have his principal office.

4. **Compensation** .

(a) **Base Salary** . As of the Commencement Date, the Company shall pay Executive a base salary at the annual rate of $ 570,000. The Board shall review Executive's base salary no less frequently than annually and may increase such base salary in its discretion. The amount of annual base salary payable under this Section 4(a) shall be reduced, however, to the extent Executive elects to defer such salary under the terms of any deferred compensation or savings plan or arrangement maintained or established by the Company or any of its subsidiaries. Executive's annual base salary payable hereunder, including any increased annual base salary, without reduction for any amounts deferred as described above, is referred to herein as " **Base Salary** ". The Company shall pay Executive the portion of his Base Salary not deferred in accordance with its standard payroll practices, but no less frequently than in equal monthly installments.

(b) **Incentive Compensation** . For each full calendar year during the Employment Period, Executive shall be eligible to receive an annual incentive bonus from the Company, with a target bonus opportunity of not less than ninety percent (90%) of his Base Salary which will be payable, if at all, upon the achievement by Executive and/or the Company of performance objectives to be established by the Board in consultation with the Company's Chief Executive Officer and communicated to Executive during the first quarter of such year (the " **Incentive Compensation** "). Without limiting the generality of the foregoing, the actual amount payable to Executive in respect of the Incentive Compensation may be more or less than the targeted opportunity (including zero) based on the actual results against the pre-established performance objectives. Such Incentive Compensation shall be paid at such time and in such manner as set forth in the relevant underlying annual incentive compensation plan document, as in effect from time to time.

5. **Benefits, Perquisites and Expenses** .

(a) **Benefits** . During the Employment Period, Executive shall be eligible to participate in:

(i) each welfare benefit plan sponsored or maintained by the Company for its executive officers, including, without limitation, each group life, hospitalization, medical, dental, health, accident or disability insurance or similar plan or program of the Company; and

(ii) each pension, profit sharing, retirement, deferred compensation or savings plan sponsored or maintained by the Company for its executive officers,

in each case, whether now existing or established hereafter, in accordance with the generally applicable provisions thereof, as the same may be amended from time to time. Nothing contained herein shall be construed to limit the Company's ability to amend, suspend, or terminate any employee benefit plan or policy at any time and for any reason without providing Executive notice, and the right to do so is expressly reserved.

(b) **Perquisites .** During the Employment Period, Executive shall be entitled to receive such perquisites as are generally provided to other executive officers of the Company in accordance with the then current policies, practices and underlying program of the Company.

(c) **Business Expenses .** During the Employment Period, the Company shall pay or reimburse Executive for all reasonable expenses incurred or paid by Executive in the performance of Executive's duties hereunder, upon presentation of expense statements or vouchers and such other information as the Company may require and payable or reimbursable in accordance with the generally applicable policies and procedures of the Company.

(d) **Indemnification .** The Company agrees that if Executive is made a party, or is threatened to be made a party, to any action, suit or proceeding, whether civil, criminal, administrative or investigative (a " **Proceeding** "), by reason of the fact that he is or was a director, officer or employee of the Company or any subsidiary or affiliate thereof, or is or was serving at the request of the Company as a director, officer, member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including, in each case, service with respect to employee benefit plans, whether or not the basis of such Proceeding is Executive's alleged action in an official capacity while serving as a director, officer, member, employee or agent, Executive shall be indemnified and held harmless by the Company to the fullest extent legally permitted or authorized by the Company's certificate of incorporation or by-laws or resolutions of the Board or, if greater, by the laws of the State of Delaware, against all cost, expense, liability and loss (including, without limitation, attorney's fees, judgments, fines or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by Executive in connection therewith, and such indemnification shall continue as to Executive even if he has ceased to be a director, officer, member, employee or agent of the Company or other entity and shall inure to the benefit of Executive's heirs, executors and administrators. If Executive serves as a director, officer, member, partner, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise (including, in each case, service with respect to employee benefit plans) which is a subsidiary or affiliate of the Company, it shall be presumed for purposes of this Section 5(d) that Executive serves or served in such capacity at the request of the Company. The Company shall advance to Executive all reasonable costs and expenses incurred by him in connection with a Proceeding within thirty (30) days after receipt by the Company of a written request for such advance. Such request shall include an undertaking by Executive to repay the amount of such advance, if it shall ultimately be determined that he is not entitled to be indemnified against such costs and expenses. The Company agrees to continue and maintain a directors' and officers' liability insurance policy covering Executive to the extent the Company provides such coverage for its other executive officers or directors.

6. **Termination of Employment .**

(a) **Early Termination of the Employment Period .** Notwithstanding Section 1, the Employment Period shall end upon the earliest to occur of:

(i) a termination of Executive's employment on account of Executive's death;

(ii) a Termination due to Disability;

(iii) a Termination for Cause;

(iv) a Termination Without Cause;

(v) a Termination for Good Reason;

(vi) a Termination due to Retirement; or

(vii) a Voluntary Termination.

(b) **Termination Due to Death or Disability .** In the event that Executive's employment hereunder terminates due to his death or as a result of a Termination due to Disability (as defined below), no termination benefits shall be payable to or in respect of Executive except as provided in Section 6(e). For purposes of this Agreement, " **Termination due to Disability** " means a termination of Executive's employment upon written notice from the Company because Executive has been incapable, regardless of any reasonable accommodation by the Company, of substantially fulfilling the positions, duties, responsibilities and obligations set forth in this Agreement because of physical, mental or emotional incapacity resulting from injury, sickness or disease for a period of more than:

(i) four (4) consecutive months; or

(ii) an aggregate of six (6) months in any twelve (12) month period.

Any question as to the existence or extent of Executive's disability upon which Executive and the Company cannot agree shall be determined by a qualified, independent physician jointly selected by the Company and Executive. If the Company and Executive cannot agree on the physician to make the determination, then the Company and Executive shall each select a physician and those physicians shall jointly select a third physician, who shall make the determination. The determination of any such physician shall be final and conclusive for all purposes of this Agreement. Executive or his legal representative or any adult member of his immediate family shall have the right to present to such physician such information and arguments as to Executive's disability as he, she or they deem appropriate, including the opinion of Executive's personal physician.

(c) **Termination by the Company .** The Company may terminate Executive's employment with the Company with or without Cause. " **Termination for Cause** " means a termination of Executive's employment by the Company due to Cause. " **Cause** " means:

(i) Executive's conviction of a felony or the entering by Executive of a plea of nolo contendere to a felony charge;

(ii) Executive's gross neglect or willful and intentional gross misconduct in the performance of, or willful, substantial and continual refusal by Executive in breach of this Agreement to perform, the duties, responsibilities or obligations assigned to Executive pursuant to the terms hereof;

(iii) any material breach by Executive of Section 7 of this Agreement; or

(iv) a material breach by Executive of the Code of Ethics applicable to the Company's employees, as in effect from time to time;

provided, however, that no act or omission shall constitute "Cause" for purposes of this Agreement unless the Board provides Executive, within ninety (90) days of the Board learning of such act or acts or failure or failures to act:

(A) written notice of the intention to terminate him for Cause, which notice states in detail clearly and fully the particular act or acts or failure or failures to act that constitute the grounds on which the Board reasonably believes in good faith constitutes "Cause"; and

(B) an opportunity, within thirty (30) days following Executive's receipt of such notice, to meet in person with the Board to explain or defend the alleged act or acts or failure or failures to act relied upon by the Board and, to the extent such cure is possible, to cure such act or acts or failure or failures to act.

If such conduct is cured to the reasonable satisfaction of the Board, such notice of termination shall be revoked. Further, no act or acts or failure or failures to act shall be considered "willful" or "intentional" if taken in good faith and Executive reasonably believed such act or acts or failure or failures to act were in the best interests of the Company.

(d) **Termination by Executive .** Executive may terminate his employment with the Company for Good Reason, for Retirement or in a Voluntary Termination. A " **Termination for Good Reason** " by Executive means a termination of Executive's employment by Executive within ninety (90) days following:

(i) a reduction in Executive's annual Base Salary or target Incentive Compensation opportunity;

(ii) the failure to elect or reelect Executive to any of the positions described in Section 2 above or the removal of him from any such position;

(iii) a material reduction in Executive's duties and responsibilities or the assignment to Executive of duties and responsibilities which are materially inconsistent with his duties or which materially impair Executive's ability to function in the position specified in Section 2;

(iv) a material breach of any material provision of this Agreement by the Company; or

(v) the failure by the Company to obtain the assumption agreement referred to in Section 8(b) of this Agreement prior to the effectiveness of any succession referred to therein, unless the purchaser, successor or assignee referred to therein is bound to perform this Agreement by operation of law.

Notwithstanding the foregoing, a termination shall not be treated as a Termination for Good Reason:

(A) if Executive shall have consented in writing to the occurrence of the event giving rise to the claim of Termination for Good Reason; or

(B) unless Executive shall have delivered a written notice to the Board within sixty (60) days of his having actual knowledge of the occurrence of one of such events stating that he intends to terminate his employment for Good Reason and specifying the factual basis for such termination, and such event, if capable of being cured, shall not have been cured within ten (10) days of the receipt of such notice.

A " **Termination due to Retirement** " means Executive's voluntary termination of employment after having:

(I) completed at least five (5) years of service with the Company; and

(II) the sum of the Executive's attained age and length of service with the Company is at least 62 (or such lower number as the Board shall permit).

A " **Voluntary Termination** " shall mean a termination of employment by Executive that is not a Termination for Good Reason, a Termination due to Retirement or a Termination due to Disability, and which occurs on the ninetieth (90^{th}) day after Executive shall have given the Company written notice of his intent to terminate his employment (or as of such later date as Executive shall specify in such notice).

(e) **Payments and Benefits Upon Certain Terminations** .

(i) In the event of the termination of Executive's employment for any reason (including a Voluntary Termination), Executive shall be entitled to any Earned Compensation (as defined in subparagraph (v)(D) of this paragraph (e) immediately below) owed to Executive but not yet paid and the Vested Benefits (as defined in subparagraph (v)(H) of this paragraph (e) immediately below).

(ii) In the event the Employment Period ends by reason of a Termination Without Cause or a Termination for Good Reason, Executive shall receive the Basic Payment (as defined in subparagraph (v)(A) of this paragraph (e) immediately below). Notwithstanding the foregoing, with respect to the legally required six (6) month delay in payment of the Basic Payment in the preceding sentence, the Executive shall also be entitled to an earnings component equal to the Basic Payment *multiplied by* the relevant short-term semi-annual applicable federal rate issued by the IRS for the month in which such Basic Payment is scheduled to be paid to the Executive; provided, however, such earnings component shall also be paid in a lump sum at the same time as the Basic Payment.

(iii) In lieu of the Basic Payment, in the event the Employment Period ends by reason of a Termination Without Cause or a Termination for Good Reason within the twenty-four (24) month period immediately following a Change of Control, Executive shall receive the Special Payment (as defined in subparagraph (v)(F) of this paragraph (e) immediately below) in a lump sum payment no later than ten (10) days following the seventh (7 th) month anniversary of the date of such termination event. Notwithstanding the foregoing, with respect to the legally required six (6) month delay in payment of the Special Payment in the preceding sentence, the Executive shall also be entitled to an earnings component equal to the Special Payment *multiplied by* the relevant short-term semi-annual applicable federal rate issued by the IRS for the month in which such Special Payment is scheduled to be paid to the Executive; provided, however, such earning component shall also be paid in a lump sum at the same time as the Special Payment.

(iv) In the event of a Termination due to Disability, a Termination Without Cause or a Termination for Good Reason, Executive shall be entitled to continued participation in all medical, dental, hospitalization and life insurance coverage in which he was participating on the Date of Termination until the earlier of:

(A) the third (3 rd) anniversary of the Date of Termination;

(B) Executive's death (provided that benefits provided to Executive's spouse and dependents shall not terminate upon Executive's death); or

(C) the date, or dates, he receives equivalent coverage and benefits under the plans and programs of a subsequent employer (such coverages and benefits to be determined on a coverage-by-coverage, or benefit-by-benefit basis).

If the Executive's coverage terminates due to something other than Clauses (A), (B) or (C) above, the Company shall provide Executive with a lump sum payment equal to the number of remaining months of coverage to which he is entitled times an amount equal to the then applicable premium for the relevant benefit plan in which Executive participated. Such lump sum amount will be paid during the second month (2 nd) following the month in which such coverage expires.

(v) **Certain Definitions .** For purposes of this Section 6, capitalized terms have the following meanings.

(A) " **Basic Payment** " means an amount equal to:

(I) two (2) times the annual Base Salary that is currently payable to Executive immediately prior to the end of the Employment Period (or in the event a reduction in Base Salary is the basis for a Termination for Good Reason, then the Base Salary in effect immediately prior to such reduction) with such amount being paid in a lump sum payment no later than ten (10) days following the seventh (7 th) month anniversary of the date of the Executive's termination event; and

(II) two (2) times the Target Incentive Compensation (as defined in subparagraph (v)(G) of this paragraph (e) immediately below) for the calendar year in which the Employment Period ends pursuant to Section 6(a), with such Target Incentive Compensation being paid when all other executives are paid their incentive compensation related to such calendar year, at such time and in such manner as set forth in the relevant underlying annual incentive compensation plan document, as in effect from time to time.

(B) " **Change of Control** " means the occurrence of any of the following events:

(I) any "person" (as such term is used in Section 13(d) of the Exchange Act, but specifically excluding the Company, any wholly-owned subsidiary of the Company and/or any employee benefit plan maintained by the Company or any wholly-owned subsidiary of the Company) becomes the "beneficial owner" (as determined pursuant to Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities; or

(II) individuals who currently serve on the Board, or whose election to the Board or nomination for election to the Board was approved by a vote of at least two-thirds (2/3) of the directors who either currently serve on the Board, or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board; or

(III) the Company or any subsidiary of the Company shall merge with or consolidate into any other corporation, other than a merger or consolidation which would result in the holders of the voting securities of the Company outstanding immediately prior thereto holding immediately thereafter securities representing more than sixty percent (60%) of the combined voting power of the voting securities of the Company or such surviving entity (or its ultimate parent, if applicable) outstanding immediately after such merger or consolidation; or

(IV) the stockholders of the Company approve a plan of complete liquidation of the Company; or

(V) the stockholders of the Company approve an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets and such a sale or disposition is consummated.

(C) " **Date of Termination** " means:

(I) if Executive's employment is terminated by his death, the date of his death; and

(II) if Executive's employment is terminated for any other reason, the date specified in a notice of termination delivered to Executive by the Company (or if no such date is specified, the date such notice is delivered).

(D) " **Earned Compensation** " means the sum of:

(I) any Base Salary earned, but unpaid, for services rendered to the Company on or prior to the date on which the Employment Period ends pursuant to Section 6(a) paid in a lump sum no later than fifteen (15) days following the end of the Employment Period;

(II) any annual Incentive Compensation payable for services rendered in the calendar year preceding the calendar year in which the Employment Period ends that has not been paid on or prior to the date the Employment Period ends (other than (1) Base Salary and (2) Incentive Compensation deferred pursuant to Executive's election) and paid at the time all other executives are paid with respect to the preceding calendar year in accordance with the underlying incentive plan terms and conditions;

(III) any accrued but unused vacation days paid in accordance with the underlying program terms and conditions; and

(IV) any business expenses incurred on or prior to the date of the Executive's termination that are eligible for reimbursement in accordance with the Company's expense reimbursement policies as then in effect.

(E) " **Pro-Ration Fraction** " means a fraction of which the numerator is the number of days Executive was employed since the last anniversary of such Grant Date through (and including) the termination date and the denominator of which is 365.

(F) “ **Special Payment** ” means an amount equal to:

(I) three (3) times the annual Base Salary currently payable to Executive immediately prior to the end of the Employment Period (or in the event a reduction in Base Salary is the basis for a Termination for Good Reason, then the Base Salary in effect immediately prior to such reduction) with such amount being paid in a lump sum payment no later than ten (10) days following the seventh-month anniversary of the date of the Executive’s termination event; and

(II) three (3) times the Target Incentive Compensation for the calendar year in which the Employment Period ends pursuant to Section 6(a), with such Target Incentive Compensation being paid in a lump sum payment no later than ten (10) days following the seventh (7th) month anniversary of the date of the Executive’s termination event.

(G) “ **Target Incentive Compensation** ” means:

(I) with respect to the Basic Payment, with respect to any calendar year, the annual actual Incentive Compensation Executive would have been entitled to receive under Section 4(b) for such calendar year based on actual performance results, if any, had he remained employed by the Company for the entire calendar year, but then pro-rated based on the actual number of days that the Executive was employed by the Company during such calendar year with respect to which such Incentive Compensation relates; and

(II) with respect to the Special Payment, with respect to any calendar year, the annual Incentive Compensation Executive would have been entitled to receive under Section 4(b) for such calendar year had he remained employed by the Company for the entire calendar year and assuming that all targets for such calendar year had been met.

(H) “ **Vested Benefits** ” means amounts which are vested or which Executive is otherwise entitled to receive under the terms of or in accordance with any plan, policy, practice or program of, or any contract or agreement with, the Company or any of its subsidiaries, at or subsequent to the date of his termination without regard to the performance by Executive of further services or the resolution of a contingency and payable in accordance with the terms of the plan, policy, practice, program, contract or agreement under which such benefits have accrued.

(f) **Resignation upon Termination** **.** Effective as of any Date of Termination under this Section 6, Executive shall resign, in writing, from all positions then held by him with the Company and its affiliates (including, but not limited to, any positions as a fiduciary of any employee benefit plans of the Company and its affiliates).

(g) **Parachute Excise Tax—No Gross-Up Payment; Possible Reduction of Payments** **.**

(i) If it is determined that any amount or benefit to be paid or payable to Executive under this Agreement or otherwise in conjunction with Executive's employment would give rise to liability of Executive for the excise tax imposed by Section 4999 of the Code, as amended from time to time, or any successor provision (the " **Excise Tax** "), then the amount or benefits payable to Executive (the total value of such amounts or benefits, the " **Payments** ") shall be reduced by the Company to the extent necessary so that no portion of the Payments to Executive is subject to the Excise Tax; provided, however, such reduction shall be made only if it results in Executive retaining a greater amount of Payments on an after-tax basis (taking into account the Excise Tax and applicable federal, state, and local income and payroll taxes). In the event Payments are required to be reduced pursuant to this Section 6(g), they shall be reduced in the following order of priority in a manner consistent with Section 409A of the Code: (A) first from cash compensation, (B) next from equity compensation, then (C) pro-rata among all remaining Payments and benefits.

(ii) The independent public accounting firm serving as the Company's auditing firm, or such other accounting firm, law firm or professional consulting services provider of national reputation and experience reasonably acceptable to the Company and Executive (the " **Accountants** ") shall make in writing in good faith all calculations and determinations under this Section 6(g), including the assumptions to be used in arriving at any calculations. For purposes of making the calculations and determinations under this Section 6(g), the Accountants and each other party may make reasonable assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Company and Executive shall furnish to the Accountants and each other such information and documents as the Accountants and each other may reasonably request to make the calculations and determinations under this Section 6(g). The Company shall bear all costs the Accountants incur in connection with any calculations contemplated hereby.

(h) **Full Discharge of Company Obligations; Release of Claims** **.** The amounts payable to Executive pursuant to this Section 6 following termination of his employment (other than the Earned Compensation and the Vested Benefits) shall be in full and complete satisfaction of Executive's rights under this Agreement and any other claims he may have in respect of his employment by the Company or any of its subsidiaries other than claims for common law torts or under other contracts between Executive and the Company or its subsidiaries. Such amounts shall constitute liquidated damages with respect to any and all such rights and claims and, upon Executive's receipt of such amounts, the Company shall be released and discharged from any and all liability to Executive in connection with this Agreement or otherwise in connection with Executive's employment with the Company and its subsidiaries. As a condition to payment of any such amounts that are in excess of the Earned Compensation and the Vested Benefits, within thirty (30) days following the Date of Termination, Executive shall execute, deliver to the Company and not revoke within any applicable revocation period a waiver and release of claims in favor of the Company in a form approved by the Company (the " **Release of Claims** "). If Executive fails to execute the Release of Claims within such thirty (30) day period, or timely revokes his acceptance of such Release of Claims following its execution, Executive will not be entitled to payment of any amounts in excess of the Earned Compensation and the Vested Benefits.

(i) **No Mitigation; No Offset .** In the event of any termination of employment under this Section 6, Executive shall be under no obligation to seek other employment and there shall be no offset against amounts due Executive under this Agreement on account of any remuneration attributable to any subsequent employment that he may obtain except as specifically provided with regard to the continuation of benefits in Section 6(e)(iv).

7. **Noncompetition and Confidentiality** .

(a) **Noncompetition .** During the Employment Period and, in the event that Executive's employment is terminated for any reason other than death, a Termination Without Cause or a Termination for Good Reason, for a period of twelve (12) months following the Date of Termination (the " **Post-Termination Period** "), Executive shall not become associated with any entity, whether as a principal, partner, employee, consultant or shareholder (other than as a holder of not in excess of one percent (1%) of the outstanding voting shares of any publicly traded company), that is actively engaged in any geographic area in any business which is in competition with a business conducted by the Company at the time of the alleged competition and, in the case of the Post-Termination Period, at the Date of Termination.

(b) **Confidentiality .**

(i) Without the prior written consent of the Company, except in the course of carrying out his duties hereunder, or to the extent required by an order of a court having competent jurisdiction or under subpoena from an appropriate government agency, Executive shall not disclose any trade secrets, customer lists, drawings, designs, information regarding product development, marketing plans, sales plans, manufacturing plans, management organization information (including data and other information relating to members of the Board and management), operating policies or manuals, business plans, financial records, packaging design or other financial, commercial, business or technical information relating to the Company or any of its subsidiaries or information designated as confidential or proprietary that the Company or any of its subsidiaries may receive belonging to suppliers, customers or others who do business with the Company or any of its subsidiaries (collectively, " **Confidential Information** ") to any third person unless such Confidential Information has been previously disclosed to the public by the Company or has otherwise become available to the public (other than by reason of Executive's breach of this Section 7(b)). The Executive agrees that he shall not modify, reverse engineer, decompile, create other works from or disassemble any software programs contained in the Confidential Information of the Company and its subsidiaries unless permitted in writing thereby.

(ii) For the avoidance of doubt, this Section 7(b) does not prohibit or restrict Executive (or Executive's attorney) from responding to any inquiry about this Agreement or its underlying facts and circumstances by the Securities and Exchange Commission, the Financial Industry Regulatory Authority, any other self-regulatory organization or governmental entity, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Executive understands and acknowledges that he does not need the prior authorization of the Company to make any such reports or disclosures and that he is not required to notify the Company that he has made such reports or disclosures.

(iii) Notwithstanding anything in this Section 7(b) or elsewhere in this Agreement to the contrary, Executive understands that Executive may, pursuant to the U.S. Defend Trade Secrets Act of 2016 (" **DTSA** "), without informing the Company prior to any such disclosure, disclose Confidential Information (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, without informing the Company prior to any such disclosure, if Executive files a lawsuit against the Company for retaliation for reporting a suspected violation of law, Executive may, pursuant to the DTSA, disclose Confidential Information to his attorney and use the Confidential Information in the court proceeding or arbitration, provided that Executive files any document containing the Confidential Information under seal and does not otherwise disclose the Confidential Information, except pursuant to court order. Without prior authorization of the Company, however, the Company does not authorize Executive to disclose to any third party (including any government official or any attorney Executive may retain) any communications that are covered by the Company's attorney-client privilege.

(c) **Company Property .** Promptly following termination of Executive's employment, Executive shall return to the Company all property of the Company, and all copies thereof in Executive's possession or under his/her control, except that Executive may retain his personal notes, diaries, Rolodexes, calendars and correspondence.

(d) **Non-Solicitation of Employees .** During the Employment Period and during the one (1) year period following any termination of Executive's employment for any reason, Executive shall not, except in the course of carrying out his duties hereunder, directly or indirectly induce any employee of the Company or any of its subsidiaries to terminate employment with such entity, and shall not directly or indirectly, either individually or as owner, agent, employee, consultant or otherwise, knowingly employ or offer employment to any person who is or was employed by the Company or a subsidiary thereof unless such person shall have ceased to be employed by such entity for a period of at least six (6) months.

(e) **Injunctive Relief with Respect to Covenants .** Executive acknowledges and agrees that the covenants and obligations of Executive with respect to noncompetition, nonsolicitation, confidentiality and Company property relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations may cause the Company irreparable injury for which adequate remedies are not available at law. Therefore, Executive agrees that the Company shall be entitled to an injunction, restraining order or such other equitable relief restraining Executive from committing any violation of the covenants and obligations contained in this Section 7. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity.

8. **Miscellaneous** .

(a) **Survival .** Sections 5(d) (relating to the Company's obligation to indemnify Executive), 6 (relating to early termination), 7 (relating to noncompetition, nonsolicitation and confidentiality) and 8(o) (relating to governing law) shall survive the termination hereof, whether such termination shall be by expiration of the Employment Period or an early termination pursuant to Section 6 hereof.

(b) **Binding Effect .** This Agreement shall be binding on, and shall inure to the benefit of, the Company and any person or entity that succeeds to the interest of the Company regardless of whether such succession does or does not occur by operation of law) by reason of a merger, consolidation or reorganization involving the Company or a sale of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law. The Company further agrees that, in the event of a sale of assets as described in the preceding sentence, it shall use its reasonable best efforts to cause such assignee or transferee to expressly assume the liabilities, obligations and duties of the Company hereunder. This Agreement shall also inure to the benefit of Executive's heirs, executors, administrators and legal representatives and beneficiaries as provided in Section 8(d).

(c) **Assignment .** Except as provided under Section 8(b), neither this Agreement nor any of the rights or obligations hereunder shall be assigned or delegated by any party hereto without the prior written consent of the other party.

(d) **Beneficiaries/References .** Executive shall be entitled, to the extent permitted under any applicable law and the terms of any applicable plan, to select and change a beneficiary or beneficiaries to receive any compensation or benefit payable hereunder following Executive's death by giving the Company written notice thereof. In the event of Executive's death or a judicial determination of his incompetence, reference in this Agreement to Executive shall be deemed, where appropriate, to refer to his beneficiary, estate or other legal representative.

(e) **Resolution of Disputes .** Any disputes arising under or in connection with this Agreement shall, at the election of Executive or the Company, be resolved by binding arbitration, to be held in Chicago, Illinois in accordance with the rules and procedures of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Costs of the arbitration shall be borne by the Company. Unless the arbitrator determines that Executive did not have a reasonable basis for asserting his position with respect to the dispute in question, the Company shall also reimburse Executive for his reasonable attorneys' fees incurred with respect to any arbitration. Pending the resolution of any arbitration or court proceeding, the Company shall continue payment of all amounts due Executive under this Agreement and all benefits to which Executive is entitled at the time the dispute arises (other than the amounts which are the subject of such dispute).

(f) **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters referred to herein. No amendment to this Agreement shall be binding between the parties unless it is in writing and signed by the party against whom enforcement is sought. There are no promises, representations, inducements or statements between the parties other than those that are expressly contained herein. Executive acknowledges that he is entering into this Agreement of his own free will and accord, and with no duress, that he has been represented and fully advised by competent counsel in entering into this Agreement, that he has read this Agreement and that he understands it and its legal consequences.

(g) **Representations**. Executive represents that his employment hereunder and compliance by him with the terms and conditions of this Agreement will not conflict with or result in the breach of any agreement to which he is a party or by which he may be bound. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has the full corporate power and authority to execute and deliver this Agreement. The Company has taken all action required by law, the Certificate of Incorporation, its By-Laws or otherwise required to be taken by it to authorize the execution, delivery and performance by it of this Agreement. This Agreement is a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

(h) **Severability; Reformation**. In the event that one or more of the provisions of this Agreement shall become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby. In the event any of Section 7(a), (b) or (d) is not enforceable in accordance with its terms, Executive and the Company agree that such Section shall be reformed to make such Section enforceable in a manner which provides the Company the maximum rights permitted at law.

(i) **Waiver**. Waiver by any party hereto of any breach or default by the other party of any of the terms of this Agreement shall not operate as a waiver of any other breach or default, whether similar to or different from the breach or default waived. No waiver of any provision of this Agreement shall be implied from any course of dealing between the parties hereto or from any failure by either party hereto to assert its or his rights hereunder on any occasion or series of occasions.

(j) **Notices**. Any notice required or desired to be delivered under this Agreement shall be in writing and shall be delivered personally, by courier service, by registered mail, return receipt requested, or by telecopy and shall be effective upon actual receipt when delivered or sent by telecopy and upon mailing when sent by registered mail, and shall be addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

If to the Company:

2021 Spring Road
Suite 600
Oak Brook, IL 60523
Attention: General Counsel

If to Executive:

2450 W 118 th Terrace
Leawood, KS 66211

(k) **Amendments** . This Agreement may not be altered, modified or amended except by a written instrument signed by each of the parties hereto.

(l) **Headings** . Headings to Sections in this Agreement are for the convenience of the parties only and are not intended to be part of or to affect the meaning or interpretation hereof.

(m) **Counterparts** . This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(n) **Withholding** . Any payments provided for herein shall be reduced by any amounts required to be withheld by the Company from time to time under applicable federal, state or local income or employment tax laws or similar statutes or other provisions of law then in effect.

(o) **Governing Law** . This Agreement shall be governed by the laws of the State of Delaware, without reference to principles of conflicts or choice of law under which the law of any other jurisdiction would apply.

(p) **Code Section 409A Policies and Procedures** . This Agreement incorporates the terms of the TreeHouse Foods, Inc. Code Section 409A Policies and Procedures, originally effective as of January 1, 2009 and as may be amended from time to time.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer and Executive has hereunto set his hand as of the day and year first above written.

TREEHOUSE FOODS, INC.

By: /s/ Sam K. Reed

Name: Sam K. Reed

Title: Chairman & Chief Executive Officer

EXECUTIVE:

/s/ Matthew Foulston

Matthew Foulston

Exhibit 99.1

NEWS RELEASE

Contact: Investor Relations
708.483.1300 Ext 1331

TreeHouse Foods, Inc. Reports Third Quarter 2016 Results

HIGHLIGHTS

- Third quarter earnings per fully diluted share was $0.65, compared to $0.65 in the third quarter of 2015
- Third quarter adjusted earnings per fully diluted share was $0.70, compared to $0.86 in the third quarter of 2015
- Net sales in the third quarter were $1.6 billion, a 98.7% increase from 2015
- Retail volume/mix increased 4.6% this quarter
- TreeHouse lowers full year 2016 earnings per fully diluted share guidance and provides fourth quarter 2016 outlook

Oak Brook, IL, November 3, 2016 — TreeHouse Foods, Inc. (NYSE: THS) today reported third quarter GAAP earnings per fully diluted share of $0.65 compared to $0.65 reported for the third quarter of last year. The Company reported adjusted earnings per fully diluted share [1] in the third quarter of $0.70 compared to $0.86 for the third quarter of last year, excluding the items described below.

The Company's 2016 third quarter results included five items noted below that, in management's judgment, affect the assessment of earnings. The first item was a $0.10 per share expense for restructuring and facility consolidation costs. The second item was a $0.08 per share expense for acquisition, integration, and related costs. The third item was a $0.02 per share expense for foreign currency losses on the re-measurement of intercompany notes. The fourth item was a $0.12 per share gain for mark-to-market adjustments. The final item was a $0.03 per share gain reflecting the tax impact of the aforementioned adjusting items.

ITEMS AFFECTING DILUTED EPS COMPARABILITY:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
	(unaudited)		(unaudited)	
Diluted EPS per GAAP	$ 0.65	$ 0.65	$ 0.88	$ 1.78
Restructuring/facility consolidation costs	0.10	—	0.23	0.01
Acquisition, integration, and related costs	0.08	0.07	0.90	0.11
Foreign currency loss (gain) on re-measurement of intercompany notes	0.02	0.19	(0.09)	0.39
Mark-to-market adjustments	(0.12)	0.05	(0.07)	(0.01)
Product recall costs	—	—	0.27	—
Tax impact of adjusting items	(0.03)	(0.10)	(0.39)	(0.17)
Adjusted Diluted EPS	$ 0.70	$ 0.86	$ 1.73	$ 2.11

1 Adjusted earnings per fully diluted share is a non-GAAP financial measure. See "Comparison of Adjusted Information to GAAP Information" below for the definition of adjusted earnings per fully diluted share and above for information concerning certain items affecting comparability, and a reconciliation of adjusted earnings per fully diluted share to earnings per fully diluted share, the most comparable GAAP financial measures.

“The third quarter was a tale of two cities,” said Sam K. Reed, Chairman and Chief Executive Officer. “Our legacy business continued to perform well, paced by Retail volume/mix growth of 4.6% and 80 basis points of direct operating income margin expansion. On the other hand, while the Private Brands business showed sequential improvement, its results fell short of our expectations for the quarter.”

“We believe the underperformance of the Private Brands business is attributable to our all-encompassing efforts to smoothly integrate the operations of the new business. While we have made great progress in consolidating plants, stabilizing the workforce and reducing our reliance on the transition services, the shift in management attention led to less robust Private Brands sales than we experienced in the legacy organization,” continued Mr. Reed. “We will be unveiling a new go-to-market sales structure to better align and focus our sales teams to drive new and consistent growth.”

Net sales for the third quarter totaled $1,586.9 million compared to $798.6 million last year, an increase of 98.7%, due to the inclusion of business from the acquisition of the private brands operations of ConAgra Foods, Inc. (“Private Brands”) and favorable volume/mix, primarily in the North American Retail Grocery segment, partially offset by lower pricing. Compared to the third quarter of last year, sales in the third quarter of 2016 for the North American Retail Grocery segment increased 118.5%; sales for the Food Away From Home segment increased 66.4%; and sales for the Industrial and Export segment increased 16.2%. During the second quarter of 2016, the Company announced a recall of certain products that impacted third quarter net sales by $0.1 million, which was not allocated to the segments. The Company expects to be fully indemnified for such amount.

Reported gross margins were 18.0% in the third quarter of 2016 compared to 19.9% in the third quarter of the prior year. The decrease in gross profit as a percent of net sales was due to lower margin products from the Private Brands acquisition, which contributed 200 bps toward the decline, partially offset by lower input costs and favorable sales mix. Included in gross margins for the third quarter was the impact of $1.2 million of costs related to restructuring activities and the product recall that began in the second quarter of 2016. These costs were insignificant in the prior year.

Selling and distribution expenses increased $57.3 million, or 127.6% in the third quarter of 2016 compared to 2015. This increase is primarily due to $59.7 million of incremental costs from the Private Brands business and additional investments in the sales force that were partially offset by favorable freight costs.

General and administrative expenses increased by $35.3 million in the third quarter of 2016 compared to 2015, of which $24.3 million pertains to continuing costs of the Private Brands business. Also contributing to the increase was $4.5 million of acquisition and integration costs in the third quarter of 2016 compared to $3.0 million in the prior year period. The remaining increase of $9.5 million was due to approximately $6.0 million in higher incentive compensation accruals compared to the prior year period and general growth of the business. In the third quarter of 2015, the Company reduced incentive compensation accruals due to operating results.

Amortization expense increased $13.7 million in the third quarter of 2016 compared to 2015, primarily due to the amortization of intangible assets from the acquisition.

Other operating expense in the third quarter of 2016 was $5.3 million, compared to $0.2 million in 2015. The increase was due to higher costs associated with restructurings that were announced in recent quarters with respect to the Company’s closure of the City of Industry, California; Ayer, Massachusetts; Azusa, California; and Ripon, Wisconsin facilities.

Net interest expense increased $20.0 million in the third quarter of 2016 compared to 2015, due to higher debt levels and higher interest rates from financing the acquisition.

The Company’s foreign currency impact was a $1.1 million gain for the third quarter of 2016, compared to a loss of $9.2 million in 2015, primarily due to fluctuations in currency exchange rates between the U.S. and Canadian dollar during the respective quarters.

Other income was $4.6 million for the third quarter of 2016, compared to expense of $2.1 million in 2015. The change was due to non-cash mark-to-market adjustments on derivative contracts, primarily foreign currency contracts and interest rate swap agreements, offset by the write-off of the indemnification asset discussed below.

Income tax expense was recorded at an effective rate of 29.3% in the third quarter of 2016 compared to 29.4% in the prior year's third quarter. During the third quarter of 2016, the Company's effective tax rate was favorably impacted by the reversal of a $2.2 million tax reserve assumed in a prior acquisition. The Company also recognized $2.2 million of non-operating expense for the write-off of the related indemnification asset, which is included in Other (income) expense, net. Our effective tax rate may change from period to period based on recurring and non-recurring factors including the jurisdictional mix of earnings, enacted tax legislation, state income taxes, settlement of tax audits, and the expiration of the statute of limitations in relation to unrecognized tax benefits.

Net income for the third quarter of 2016 increased to $37.2 million, compared to $28.4 million in the previous year. The reasons for this increase are outlined in the individual line item discussion and analysis provided in the preceding paragraphs.

Adjusted EBITDA was $169.5 million in the third quarter of 2016, a 69.8% increase compared to the same period in the prior year. The increase in adjusted EBITDA this quarter was driven by the inclusion of operating income from the Private Brands acquisition and favorable commodity costs, partially offset by higher costs due to the growth of the Company and variable compensation. Adjusted EBITDA is a non-GAAP financial measure. See "Comparison of Adjusted Information to GAAP Information" below for the definition of adjusted EBITDA and a reconciliation of adjusted EBITDA to net income, the most comparable GAAP financial measure.

Fully diluted shares outstanding for the third quarter of 2016 increased to approximately 57.5 million shares compared to 43.7 million shares in the third quarter of 2015. The increase is primarily due to the impact of 13.3 million shares issued on January 26, 2016 in a public offering of the Company's common stock, with the net proceeds of such offering used to partially fund the Private Brands acquisition.

SEGMENT RESULTS

The Company has three reportable segments:

1. North American Retail Grocery – This segment sells branded and private label products to customers primarily within the United States and Canada. These products include non-dairy powdered creamers; sweeteners; condensed, ready to serve, and powdered soups, broths, and gravies; refrigerated and shelf stable salad dressings and sauces; mayonnaise; pickles and related products; Mexican, barbeque, and other sauces; table and flavored syrups; jams and pie fillings; aseptic products; liquid non-dairy creamer; powdered drinks; single serve hot beverages; specialty teas; ready-to-eat and hot cereals; baking and mix powders; macaroni and cheese; pasta; skillet dinners; in-store bakery products; refrigerated dough; retail griddle waffles, pancakes and French toast; cookies, crackers, pretzels, pita chips, and candy; snack nuts, bars, trail mixes, cereal snack mixes, fruit snacks, dried fruit, and other wholesome snacks.
2. Food Away From Home – This segment sells non-dairy powdered creamers; sweeteners; pickles and related products; Mexican, barbeque, and other sauces; table and flavored syrups; refrigerated and shelf stable dressings; mayonnaise; aseptic products; ready-to-eat and hot cereals; pasta; retail bakery products; cookies, crackers, pretzels, and candy; snack nuts; fruit snacks; powdered drinks; and single serve hot beverages to foodservice customers, including restaurant chains and food distribution companies, within the United States and Canada.
3. Industrial and Export – This segment includes the Company's co-pack business and non-dairy powdered creamer sales to industrial customers for use in industrial applications, including products for repackaging in portion control packages and for use as ingredients by other food manufacturers. This segment primarily sells non-dairy powdered creamer; baking and mix powders; pickles and related products; refrigerated and shelf stable salad dressings; Mexican and barbeque sauces; aseptic products; soup and infant feeding products; ready-to-eat and hot cereals; powdered drinks; single serve hot beverages; specialty teas; pasta; retail griddle waffles, pancakes, and French toast; cookies, crackers, pretzels, and candy; snack nuts; bars; and other products. Export sales are primarily to industrial customers outside of North America.

The direct operating income for the Company's segments is determined by deducting manufacturing costs from net sales and also deducting direct operating costs, such as freight to customers, commissions, and direct selling and marketing expenses. Indirect sales and administrative expenses, including restructuring charges and other corporate costs, are not allocated to the business segments as these costs are managed at the corporate level.

North American Retail Grocery net sales for the third quarter of 2016 increased 118.5% to $1,305.9 million from $597.8 million during the same quarter of the previous year, driven by a 115.5% increase due to the Private Brands acquisition and favorable volume/mix, partially offset by lower pricing. Volume/mix was favorable 4.6%, as higher volume/mix in single serve beverages (where the Company gained additional distribution), carton soup, and dressings were partially offset by lower volume/mix in pickles and non-dairy creamer. Direct operating income margin in the third quarter decreased 180 bps to 12.2% in 2016 from 14.0% in 2015. This decrease is primarily due to lower margin Private Brands business which contributed 210 bps to the decline, partially offset by lower commodity costs, improved sales mix, and lower freight rates.

Food Away From Home net sales for the third quarter of 2016 increased 66.4% to $157.4 million from $94.6 million during the same quarter of the previous year, driven by a 69.9% increase due to the Private Brands acquisition, which was partially offset by declines in both volume/mix and pricing. Volume/mix was unfavorable 1.8%, as increases in pickles were more than offset by declines in dressings and aseptic products, reflecting competitive pressure. Direct operating income margin in the third quarter decreased to 10.5% in 2016 from 13.6% in 2015, primarily due to the impact of lower margin products from the Private Brands acquisition (impact of 550 bps), which were partially offset by favorable input costs, favorable freight rates, and higher than normal prior year costs associated with the avian flu outbreak.

Industrial and Export net sales for the third quarter of 2016 increased 16.2% to $123.5 million from $106.3 million during the same quarter of the prior year, primarily driven by a 30.5% increase from the Private Brands acquisition, partially offset by unfavorable volume/mix. Volume/mix declined 14.1% as most product categories showed a year-over-year decline, led by soup, non-dairy creamer, and pickles. These declines were primarily due to competitive pressure. Direct operating income margin in the third quarter decreased to 13.3% in 2016, from 15.2% in 2015. The inclusion of lower margin business from the Private Brands acquisition contributed 400 bps to this decline. Partially offsetting the impact of the Private Brands acquisition was improved sales mix, favorable commodity prices, and lower freight rates.

OUTLOOK

"We are lowering our full year 2016 earnings expectations due to the combination of lower than expected third quarter sales from the Private Brands business, along with our belief that fourth quarter Private Brands sales will fall short of our goal to stem its year-over-year sales declines," said Mr. Reed. "We do believe this is a short term situation. Our new go-to-market sales structure is designed to improve our ability to help customers merchandise and drive their private label programs. Our resumed focus on our products and customers in the fourth quarter will quickly restore our Company to our original expectations for the combined TreeHouse Foods business."

The Company expects fourth quarter GAAP and adjusted earnings to be in the range of $1.07 to $1.12 per fully diluted share. Because the Company cannot predict some of the items included in reported GAAP results, such as the impact of foreign exchange, the fourth quarter forecast for both GAAP and adjusted earnings are the same. Please refer to the "Comparison of Adjusted Information to GAAP Information" below for further detail. With regard to the full year, TreeHouse expects GAAP earnings to be in the range of $1.95 to $2.00 per fully diluted share and adjusted earnings to be in a range of $2.80 to $2.85 per fully diluted share.

The difference between the high end and low end of the full year GAAP and non-GAAP guidance ranges is consistent with the $0.85 impact of adjusting items per fully diluted share for the nine months ended September 30, 2016, as outlined in the chart above.

COMPARISON OF ADJUSTED INFORMATION TO GAAP INFORMATION

We have included in this release measures of financial performance that are not defined by GAAP ("non-GAAP"). A non-GAAP financial measure is a numerical measure of financial performance that excludes or includes amounts so as to be different than the most directly comparable measure calculated and presented in accordance with GAAP in the Company's Condensed Consolidated Balance Sheets, Condensed Consolidated Statements of Income, Condensed Consolidated Statements of Comprehensive Income, and the Condensed Consolidated Statements of Cash Flows. We believe these measures provide useful information to the users of the financial statements as we also have included these measures in other communications and publications.

For each of these non-GAAP financial measures, we provide a reconciliation between the non-GAAP measure and the most directly comparable GAAP measure, an explanation of why management believes the non-GAAP measure provides useful information to financial statement users, and any additional purposes for which management uses the non-GAAP measure. This non-GAAP financial information is provided as additional information for the financial statement users and is not in accordance with, or an alternative to, GAAP. These non-GAAP measures may be different from similar measures used by other companies.

Adjusted Earnings Per Fully Diluted Share, Adjusting for Certain Items Affecting Comparability

Adjusted earnings per fully diluted share ("Adjusted EPS") reflects adjustments to GAAP earnings per fully diluted share to identify items that, in management's judgment, significantly affect the assessment of earnings results between periods. This information is provided in order to allow investors to make meaningful comparisons of the Company's earnings performance between periods and to view the Company's business from the same perspective as Company management. This measure is also used as a component of the Board of Director's measurement of the Company's performance for incentive compensation purposes. As the Company cannot predict the timing and amount of charges that include, but are not limited to, items such as acquisition, integration, and related costs, mark-to-market adjustments on derivative contracts, foreign currency exchange impact on the re-measurement of intercompany notes, or facility closings and reorganizations, management does not consider these costs when evaluating the Company's performance, when making decisions regarding the allocation of resources, in determining incentive compensation for management, or in determining earnings estimates. The reconciliation of diluted EPS, excluding certain items affecting comparability, to the relevant GAAP measure of diluted EPS as presented in the Condensed Consolidated Statements of Income, is presented above.

Adjusted Net Income and Adjusted EBITDA, Adjusting for Certain Items Affecting Comparability

Adjusted net income represents GAAP net income as reported in the Condensed Consolidated Statements of Income adjusted for items that, in management's judgment, significantly affect the assessment of earnings results between periods as outlined in the adjusted earnings per fully diluted share section above. This information is provided in order to allow investors to make meaningful comparisons of the Company's earnings performance between periods and to view the Company's business from the same perspective as Company management. This measure is also used as a component of the Board of Director's measurement of the Company's performance for incentive compensation purposes and is the basis of calculating the adjusted EPS metric outlined above.

Adjusted EBITDA represents adjusted net income before interest expense, interest income, income tax expense, depreciation and amortization expense, and non-cash stock-based compensation expense. Adjusted EBITDA is a performance measure commonly used by management to assess operating performance, and the Company believes it is commonly reported and widely used by investors and other interested parties, as a measure of a company's operating performance between periods.

A full reconciliation between the relevant GAAP measure of reported net income for the three and nine month periods ended September 30, 2016 and 2015 calculated according to GAAP and adjusted net income and adjusted EBITDA is below. Given the inherent uncertainty regarding adjusted items in any future period, a reconciliation of forward-looking financial measures to the most directly comparable GAAP measure is not feasible.

CONFERENCE CALL WEBCAST

A webcast to discuss the Company's third quarter earnings will be held at 9:00 a.m. (Eastern Time) today and may be accessed by visiting the "Investor Overview" page through the "Investor Relations" menu of the Company's website at http://www.treehousefoods.com.

ABOUT TREEHOUSE FOODS

TreeHouse Foods, Inc. is a manufacturer of packaged foods and beverages with more than 50 manufacturing facilities across the United States, Canada and Italy that focuses primarily on private label products for both retail grocery and food away from home customers. We manufacture shelf stable, refrigerated, frozen and fresh products, including beverages and beverage enhancers (single serve beverages, coffees, teas, creamers, powdered beverages and smoothies); meals (cereal, pasta, macaroni and cheese and side dishes); retail bakery (refrigerated and frozen dough, cookies and crackers); condiments (pourable and spoonable dressing, dips, pickles, soups and sauces) and healthy snacks (nuts, trail mix, bars, dried fruits and vegetables). We have a comprehensive offering of packaging formats and flavor profiles, and we also offer natural, organic and preservative free ingredients in many categories. Our strategy is to be the leading supplier of private label food and beverage products by providing the best balance of quality and cost to our customers.

Additional information, including TreeHouse's most recent statements on Forms 10-Q and 10-K, may be found at TreeHouse's website, http://www.treehousefoods.com .

FORWARD-LOOKING STATEMENTS

This press release contains "forward-looking" statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements and other information are based on our beliefs as well as assumptions made by us using information currently available. The words "anticipate," "believe," "estimate," "project," "expect," "intend," "plan," "should," and similar expressions, as they relate to us, are intended to identify forward-looking statements. Such statements reflect our current views with respect to future events and are subject to certain risks, uncertainties, and assumptions. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those described herein as anticipated, believed, estimated, expected, or intended. We do not intend to update these forward-looking statements following the date of this press release.

Such forward-looking statements, because they relate to future events, are by their very nature subject to many important factors that could cause actual results to differ materially from those contemplated by the forward-looking statements contained in this press release and other public statements we make. Such factors include, but are not limited to: the outcome of litigation and regulatory proceedings to which we may be a party; the impact of product recalls; actions of competitors; changes and developments affecting our industry; quarterly or cyclical variations in financial results; our ability to obtain suitable pricing for our products; development of new products and services; our level of indebtedness; the availability of financing on commercially reasonable terms; cost of borrowing; our ability to maintain and improve cost efficiency of operations; changes in foreign currency exchange rates; interest rates; raw material and commodity costs; changes in economic conditions; political conditions; reliance on third parties for manufacturing of products and provision of services; general U.S. and global economic conditions; the financial condition of our customers and suppliers; consolidations in the retail grocery and foodservice industries; our ability to continue to make acquisitions in accordance with our business strategy or effectively manage the growth from acquisitions; and other risks that are set forth in the Risk Factors section, the Legal Proceedings section, the Management's Discussion and Analysis of Financial Condition and Results of Operations section, and other sections of our Quarterly Report on Form 10-Q for the three and nine months ended September 30, 2016, our Annual Report on Form 10-K for the year ended December 31, 2015, and from time to time in our filings with the Securities and Exchange Commission. 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 press release. TreeHouse expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein, to reflect any change in its expectations with regard thereto, or any other change in events, conditions or circumstances on which any statement is based.

FINANCIAL INFORMATION

TREEHOUSE FOODS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(In thousands, except per share data)

	Three Months Ended September 30, 2016	Three Months Ended September 30, 2015	Nine Months Ended September 30, 2016	Nine Months Ended September 30, 2015
	(unaudited)		(unaudited)	
Net sales	$1,586,850	$798,638	$4,398,412	$2,340,991
Cost of sales	1,301,317	639,941	3,622,510	1,878,486
Gross profit	285,533	158,697	775,902	462,505
Operating expenses:				
Selling and distribution	102,141	44,887	291,976	133,482
General and administrative	71,879	36,535	244,580	119,302
Amortization expense	28,638	14,893	80,952	45,772
Other operating expense, net	5,285	154	10,284	504
Total operating expenses	207,943	96,469	627,792	299,060
Operating income	77,590	62,228	148,110	163,445
Other expense (income):				
Interest expense	30,749	10,914	87,955	33,978
Interest income	(108)	(265)	(3,569)	(2,228)
(Gain) loss on foreign currency exchange	(1,075)	9,226	(5,948)	18,226
Other (income) expense, net	(4,584)	2,078	(331)	(394)
Total other expense	24,982	21,953	78,107	49,582
Income before income taxes	52,608	40,275	70,003	113,863
Income taxes	15,434	11,834	20,527	36,208
Net income	$ 37,174	$ 28,441	$ 49,476	$ 77,655
Weighted average common shares:				
Basic	56,804	43,168	55,350	43,004
Diluted	57,451	43,721	56,037	43,672
Net earnings per common share:				
Basic	$ 0.65	$ 0.66	$ 0.89	$ 1.81
Diluted	$ 0.65	$ 0.65	$ 0.88	$ 1.78
Supplemental Information :				
Depreciation and Amortization	$ 75,307	$ 30,165	$ 208,133	$ 91,932
Stock-based compensation expense, before tax	$ 8,460	$ 5,040	$ 22,784	$ 15,503
Segment Information :				
North American Retail Grocery				
Net Sales	$1,305,872	$597,775	$3,599,506	$1,768,938
Direct Operating Income	$ 159,124	$ 83,864	$ 442,757	$ 242,220
Direct Operating Income Percent	12.2%	14.0%	12.3%	13.7%
Food Away From Home				
Net Sales	$ 157,371	$ 94,601	$ 394,704	$ 280,726
Direct Operating Income	$ 16,469	$ 12,892	$ 51,434	$ 39,454
Direct Operating Income Percent	10.5%	13.6%	13.0%	14.1%
Industrial and Export				
Net Sales	$ 123,511	$106,262	$ 414,047	$ 291,327
Direct Operating Income	$ 16,431	$ 16,108	$ 50,324	$ 51,727
Direct Operating Income Percent	13.3%	15.2%	12.2%	17.8%

The following table reconciles the Company’s net income to adjusted EBITDA for the three and nine months ended September 30, 2016 and 2015:

TREEHOUSE FOODS, INC.
RECONCILIATION OF NET INCOME TO ADJUSTED NET INCOME AND ADJUSTED EBITDA
(In thousands)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2016	2015	2016	2015
	(unaudited)		(unaudited)	
Net income per GAAP	$ 37,174	$28,441	$ 49,476	$ 77,655
Product recall costs (1)	115	—	15,344	—
Foreign currency loss (gain) on re-measurement of intercompany notes (2)	1,408	8,508	(5,213)	16,850
Mark-to-market adjustments (3)	(6,831)	2,017	(3,861)	(378)
Acquisition, integration, and related costs (4)	4,497	3,003	50,586	4,991
Restructuring/facility consolidation costs (5)	5,877	154	12,901	504
Less: Tax impact of adjusting items	(1,943)	(4,429)	(22,171)	(7,346)
Adjusted net income	$ 40,297	$37,694	$ 97,062	$ 92,276
Interest expense	30,749	10,914	87,955	33,978
Interest income	(108)	(265)	(3,569)	(2,228)
Income taxes	15,434	11,834	20,527	36,208
Depreciation and amortization (6)	72,965	30,165	203,289	91,847
Stock-based compensation expense (7)	8,188	5,040	22,180	15,503
Add: Tax impact of adjusting items	1,943	4,429	22,171	7,346
Adjusted EBITDA	$169,468	$99,811	$449,615	$274,930

		Location in Condensed Consolidated Statements of Income	Three Months Ended September 30,		Nine Months Ended September 30,	
			2016	2015	2016	2015
			(unaudited)		(unaudited)	
(1)	Product recall costs	Net sales	$ (96)	$ —	$ 9,845	$ —
		Cost of sales	211	—	5,499	—
(2)	Foreign currency loss (gain) on re-measurement of intercompany notes	(Gain) loss on foreign currency exchange	1,408	8,508	(5,213)	16,850
(3)	Mark-to-market adjustments	Other (income) expense, net	(6,831)	2,017	(3,861)	(378)
(4)	Acquisition, integration, and related costs	General and administrative	4,468	2,962	42,041	4,223
		Cost of sales	—	41	8,416	698
		Other (income) expense, net	29	—	129	29
		Selling and distribution	—	—	—	41
(5)	Restructuring/facility consolidation costs	Other operating expense, net	4,889	154	8,972	504
		Cost of sales	988	—	3,929	—
(6)	Depreciation and amortization included in restructuring/facility consolidation costs	Cost of sales	2,342	—	4,844	—
		General and administrative	—	—	—	85
(7)	Stock-based compensation expense included in acquisition, integration, and related costs	General and administrative	272	—	604	—

The following table presents the Company's change in net sales by segment for the three and nine months ended September 30, 2016 vs. 2015:

Three months ended September 30, 2016:

	North American Retail Grocery (unaudited)	Food Away From Home (unaudited)	Industrial and Export (unaudited)
Volume/mix	4.6%	(1.8)%	(14.1)%
Pricing	(1.5)	(1.7)	0.3
Acquisition	115.5	69.9	30.5
Foreign currency	(0.1)	—	(0.5)
Total change in net sales	118.5%	66.4%	16.2%

Nine months ended September 30, 2016:

	North American Retail Grocery (unaudited)	Food Away From Home (unaudited)	Industrial and Export (unaudited)
Volume/mix	2.8%	(3.7)%	(7.1)%
Pricing	(0.7)	(0.1)	(0.8)
Acquisition	102.0	44.8	50.3
Foreign currency	(0.6)	(0.4)	(0.3)
Total change in net sales	103.5%	40.6%	42.1%

Exhibit 99.2

NEWS RELEASE

Contacts: *Media*
Ron Bottrell
312.446.6595

Investor Relations
708.483.1300 Ext 1331

TreeHouse Foods Announces Plans to Close Delta, B.C. Facility and Downsize Battle Creek, Mich. Facility

Oak Brook, IL, November 3, 2016 – TreeHouse Foods, Inc. (NYSE: THS) today announced its intention to close a facility in Delta, British Columbia and reduce its manufacturing footprint in Battle Creek, Michigan. The decision follows an analysis of the Company's plant network to align operations with the current and future needs of its customers and eliminate excess manufacturing capacity.

The Delta facility employs approximately 90 employees and produces frozen griddle products, primarily for the North American Retail Grocery segment. Production is expected to cease in early 2018. The Company operates two facilities in Delta, and this announcement only affects the frozen griddle facility.

The Battle Creek facility produces ready-to-eat cereal, primarily for the North American Retail Grocery segment. The partial closure will affect approximately 100 of the current 160 employees over a 15 month period beginning in January 2017. The decision is being announced in advance of the downsizing in order to provide employees with as much notice as possible and to ensure a seamless transition for customers.

Both the Battle Creek and Delta griddle facilities were part of the Company's acquisition of the ConAgra Foods private brands business in February 2016. The Company will provide support to employees whose positions are being eliminated.

Total costs to close the Delta facility and downsize Battle Creek are expected to be approximately $14.7 million, or $0.16 per fully diluted share, of which approximately $6.8 million, or $0.08 per fully diluted share, is expected to be in cash. Components of the charges include non-cash asset write-offs of approximately $7.9 million, employee-related costs of approximately $4.6 million and other closure costs of approximately $2.2 million. The Company expects approximately $4.0 million and $3.1 million of the charges to be incurred in the fourth quarter of this year and the first quarter of 2017, respectively, with the balance of the charges being incurred through the end of 2018.

ABOUT TREEHOUSE FOODS

TreeHouse Foods, Inc. is a manufacturer of packaged foods and beverages with more than 50 manufacturing facilities across the United States, Canada and Italy that focuses primarily on private label products for both retail grocery and food away from home customers. We manufacture shelf stable, refrigerated, frozen and fresh products, including beverages and beverage enhancers (single serve beverages, coffees, teas, creamers, powdered beverages and smoothies); meals (cereal, pasta, macaroni and cheese and side dishes); retail bakery (refrigerated and frozen dough, cookies and crackers); condiments (pourable and spoonable dressing, dips, pickles, soups and sauces) and healthy snacks (nuts, trail mix, bars, dried fruits and vegetables). We have a comprehensive offering of packaging formats and flavor profiles, and we also offer natural, organic and preservative free ingredients in many categories. Our strategy is to be the leading supplier of private label food and beverage products by providing the best balance of quality and cost to our customers.

Additional information, including TreeHouse's most recent statements on Forms 10-Q and 10-K, may be found at TreeHouse's website, http://www.treehousefoods.com .

FORWARD-LOOKING STATEMENTS

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TreeHouse

NEWS RELEASE

Contact: Investor Relations
708.483.1300 Ext 1331

TreeHouse Foods President Chris Sliva to Resign;
Dennis Riordan Named President

Oak Brook, IL, November 3, 2016 — TreeHouse Foods, Inc. (NYSE: THS) announced today that Christopher D. Sliva has tendered his resignation as President in order to pursue another career opportunity.

Dennis F. Riordan, Executive Vice President and Chief Financial Officer, whose upcoming retirement was announced in August, has committed to remain with the Company and serve as President while the Company conducts a search for a new President. Mr. Riordan will have oversight of both of the operating companies – Bay Valley Foods and TreeHouse Private Brands.

In a separate press release, the Company announced the appointment of Matthew J. Foulston as Executive Vice President and Chief Financial Officer of TreeHouse Foods, effective no later than December 2, 2016.

“We are grateful to Chris for the influence he has had on our organization and culture over the last four years,” said Sam K. Reed, Chairman and Chief Executive Officer of TreeHouse Foods. “We wish him the best as he moves into this new chapter of his career.”

“Dennis is the natural person to step into the President role in the interim. He has been a key contributor to our strategy and is familiar with all aspects of our business. Dennis will ensure continuity and operational excellence, and maintain the Company’s relentless focus on customers, categories, consumers and organizational capabilities while a permanent successor is found,” Mr. Reed concluded.

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Additional information, including TreeHouse’s most recent statements on Forms 10-Q and 10-K, may be found at TreeHouse’s website, http://www.treehousefoods.com .

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Exhibit 99.4

TreeHouse

NEWS RELEASE

Contact: Investor Relations
708.483.1300 Ext 1331

TreeHouse Foods Announces the Appointment of Matthew Foulston as CFO

Oak Brook, IL, November 3, 2016 — TreeHouse Foods, Inc. (NYSE: THS) announced today that its Board of Directors has appointed Matthew J. Foulston, age 52, Executive Vice President and Chief Financial Officer. Mr. Foulston was most recently Chief Financial Officer of Compass Minerals International, Inc. where he was responsible for accounting, financial planning and reporting, tax, internal audit, capital investment management and investor relations. To ensure a smooth transition, Mr. Foulston has agreed to remain with Compass Minerals through December 1, 2016. Consequently, he will join TreeHouse no later than December 2, 2016.

“We are delighted to welcome Matthew to our TreeHouse family,” said Sam K. Reed, Chairman and Chief Executive Officer of TreeHouse Foods. “As we continue the integration of Private Brands, Matthew will be a key partner in our organization and will be instrumental to our growth and simplification initiatives. Matthew’s large public company background in the automotive industry will serve us well as we enter the next phase of our Company’s growth.”

“The track record of this management team over the last 10 years is what initially interested me in TreeHouse,” said Mr. Foulston. “As I’ve gotten to know more of the senior team, it is clear to me that this is a special organization. We have a unique and tremendous opportunity within the private label food and beverage landscape, and I am eager to make a meaningful contribution at TreeHouse.”

Prior to joining Compass Minerals in December 2014, Mr. Foulston was Senior Vice President of Operations and Corporate Finance at Navistar International and Vice President and Chief Financial Officer at Navistar Truck. He previously held senior leadership positions at Mazda North America and Ford Motor Company in Germany, the United Kingdom and the United States. Mr. Foulston earned his Bachelors of Science with honors in Economics from Loughborough University in Leicestershire, United Kingdom.

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Additional information, including TreeHouse's most recent statements on Forms 10-Q and 10-K, may be found at TreeHouse's website, http://www.treehousefoods.com .

FORWARD-LOOKING STATEMENTS

This press release contains "forward-looking" statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements and other information are based on our beliefs as well as assumptions made by us using information currently available. The words "anticipate," "believe," "estimate," "project," "expect," "intend," "plan," "should," and similar expressions, as they relate to us, are intended to identify forward-looking statements. Such statements reflect our current views with respect to future events and are subject to certain risks, uncertainties, and assumptions. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those described herein as anticipated, believed, estimated, expected, or intended. We do not intend to update these forward-looking statements following the date of this press release. Such forward-looking statements, because they relate to future events, are by their very nature subject to many important factors that could cause actual results to differ materially from those contemplated by the forward-looking statements contained in this press release and other public statements we make. Such factors include the risks that are set forth in the Risk Factors section, the Legal Proceedings section, the Management's Discussion and Analysis of Financial Condition and Results of Operations section, and other sections of our Quarterly Report on Form 10-Q for the three and nine months ended September 30, 2016, our Annual Report on Form 10-K for the year ended December 31, 2015, and from time to time in our filings with the Securities and Exchange Commission. 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 press release. TreeHouse expressly disclaims any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained herein, to reflect any change in its expectations with regard thereto, or any other change in events, conditions or circumstances on which any statement is based.