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): August 25, 2020

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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value	**THS**	**NYSE**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement

On August 25, 2020, TreeHouse Foods, Inc. (the "Company") and certain of its domestic subsidiaries (the "Subsidiary Guarantors") entered into an underwriting agreement (the "Underwriting Agreement") with J.P. Morgan Securities LLC, as representative of the several underwriters named therein (the "Underwriters"), relating to the issuance and sale by the Company of $500 million in aggregate principal amount of 4.000% senior notes due 2028 (the "2028 Notes"). The 2028 Notes were offered and sold pursuant to the Company's automatic shelf registration statement on Form S-3 filed with the Securities and Exchange Commission (the "SEC") on August 25, 2020 (Registration No. 333-248399). The offering is expected to close on September 9, 2020, subject to customary closing conditions.

Net proceeds of the offering were approximately $491.7 million, after deducting the underwriting discounts and estimated offering expenses. The Company intends to use the net proceeds of the offering (i) to redeem all of the outstanding $375.9 million outstanding principal amount of its 4.875% senior notes due 2022 (the "2022 Notes") at a price equal to 100% of the 2022 Notes to be redeemed (the "Redemption Price"), plus accrued and unpaid interest to, but not including, the redemption date (the "2022 Notes Redemption"), (ii) to pay transaction-related fees and expenses of the 2022 Notes Redemption and (iii) for general corporate purposes. See Item 8.01 below for more information regarding the 2022 Notes Redemption.

The Underwriting Agreement includes customary representations, warranties and covenants by the Company and the Subsidiary Guarantors. It also provides for customary indemnification by each of the Company, the Subsidiary Guarantors and the Underwriters against certain liabilities and customary contribution provisions in respect of those liabilities.

Certain of the Underwriters and their respective affiliates perform and have performed commercial and investment banking and advisory services for the Company and its affiliates from time to time for which they receive and have received customary fees and expenses. The Underwriters and their respective affiliates may, from time to time, engage in transactions with and perform services for the Company and its affiliates in the ordinary course of business for which they will receive fees and expenses. In addition, certain of the Underwriters are lenders, and in some cases agents and/or managers, under the Company's credit facilities and an affiliate of an underwriter will serve as trustee for the 2028 Notes. To the extent the Underwriters hold 2022 Notes, they may receive proceeds of the sale of the 2022 Notes in connection with the 2022 Notes Redemption.

The Underwriting Agreement is filed as Exhibit 1.1 to this Current Report on Form 8-K and is incorporated by reference herein. The above description of the material terms of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by reference to Exhibit 1.1.

Item 8.01. Other Events

On August 25, 2020, the Company announced that it launched and priced the offering of the 2028 Notes. The Company's press releases announcing the launch and pricing of the offering of the 2028 Notes are attached as Exhibits 99.1 and 99.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

On August 26, 2020, the Company, through Wells Fargo Bank, National Association, as trustee (the "Trustee"), issued a notice of redemption to redeem all of the outstanding 2022 Notes. The 2022 Notes Redemption is expected to occur on September 25, 2020 (the "Redemption Date"). The 2022 Notes were issued under an indenture dated as of March 2, 2010, by and among the Company, the guarantors signatory thereto and the Trustee, as supplemented and amended (the "Indenture"). The Notes will be redeemed pursuant to Sections 3.01 and 3.02 of the Indenture at the Redemption Price, plus accrued and unpaid interest to, but not including the Redemption Date. The 2022 Notes Redemption will be funded using proceeds from the offering of 2028 Notes. The 2022 Notes Redemption is not subject to any conditions. Interest on the 2022 Notes will cease to accrue on and after September 24, 2020. The only remaining right of the holders of 2022 Notes will be to receive payment of the Redemption Price.

The information in this Item 8.01 of Form 8-K related to the press releases and Exhibits 99.1 and 99.2 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 incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

CAUTION REGARDING FORWARD-LOOKING STATEMENTS

This Current Report on Form 8-K contains "forward-looking" statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, but not limited to, our expectation regarding the intended use of proceeds from the offering. 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. 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 Current Report on Form 8-K and other public statements we make. Such factors include, but are not limited to, risks that are set forth in the Risk Factors section of our Annual Report on Form 10-K for the year ended December 31, 2019, in our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2020 and June 30, 2020 and from time to time in our filings with the SEC. 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 Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits

(c) Exhibits:

Exhibit Number	Exhibit Description
1.1	Underwriting Agreement, dated August 25, 2020, among the Company, the subsidiary guarantors party thereto and J.P. Morgan Securities LLC, as representative of the several underwriters named therein.
5.1	Opinion of Winston & Strawn LLP
5.2	Opinion of Fredrikson & Byron, P.A.
5.3	Opinion of Foley & Lardner LLP.
5.4	Opinion of Spencer Fane LLP.
5.5	Opinion of Troutman Pepper Hamilton Sanders LLP.
23.1	Consent of Winston & Strawn LLP (included in Exhibit 5.1).
23.2	Consent of Fredrikson & Byron, P.A. (included in Exhibit 5.2).
23.3	Consent of Foley & Lardner LLP (included in Exhibit 5.3).
23.4	Consent of Spencer Fane LLP (included in Exhibit 5.4).
23.5	Consent of Troutman Pepper Hamilton Sanders LLP (included in Exhibit 5.5).
99.1	Press release dated August 25, 2020, announcing the launch of the Notes offering.
99.2	Press release dated August 25, 2020, announcing the pricing of the Notes offering.
104	Cover Page Interactive Data File (formatted as Inline XBRL)

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: August 27, 2020

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

Exhibit 1.1

EXECUTION VERSION

TREEHOUSE FOODS, INC.

UNDERWRITING AGREEMENT

dated August 25, 2020

J.P. MORGAN SECURITIES LLC

Underwriting Agreement

August 25, 2020

J.P. Morgan Securities LLC
As Representative of the
several Underwriters listed
in Schedule 1 hereto
c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

Ladies and Gentlemen:

TreeHouse Foods, Inc., a Delaware corporation (the "**Company**"), proposes to issue and sell to the several underwriters listed in Schedule 1 hereto (the "**Underwriters**"), for whom J.P. Morgan Securities LLC is acting as representative (the "**Representative**"), $500,000,000 principal amount of its 4.000% Senior Notes due 2028 (the "**Notes**"). The Notes will be guaranteed (collectively, the "**Guarantees**") by each of the subsidiary guarantors named in Schedule 2 hereto (the "**Guarantors**"). The Notes and the Guarantees are collectively referred to herein as the "**Securities**." The Securities will be issued pursuant to an indenture, dated as of March 2, 2010, among the Company, the Guarantors party thereto, and Wells Fargo Bank, National Association, as trustee (the "**Trustee**") (the "**Base Indenture**"). Certain terms of the Securities will be established pursuant to a supplemental indenture dated as of the Closing Time (as defined below), among the Company, the Guarantors and the Trustee (the "**Supplemental Indenture**") to the Base Indenture (together with the Base Indenture, the "**Indenture**").

The Company and the Guarantors hereby confirm their agreement with the several Underwriters concerning the purchase and sale of the Securities, as follows:

SECTION 1. Registration Statement and Prospectuses.

(a) The Company has prepared and filed with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (together with the rules and regulations of the Commission thereunder, the "**1933 Act**"), a registration statement on Form S-3 (Registration No. 333-248399), including a prospectus, relating to certain securities of the Company, including the Securities. Such registration statement, including the exhibits thereto, as amended (or deemed to have been amended pursuant to Rule 430A, 430B or 430C under the 1933 Act) from time to time, is hereinafter referred to as the "**Registration Statement**." The prospectus in the form in which it appears in the Registration Statement, including the documents, if any, incorporated by reference therein, is hereinafter referred to as the "**Base Prospectus**." The Company filed on August 25, 2020 with the Commission pursuant to Rule 424(b) under the 1933 Act a preliminary prospectus supplement to the Base Prospectus relating to the Securities (the "**Preliminary Prospectus Supplement**") and proposes to file with the Commission pursuant to Rule 424(b) under the 1933 Act a final prospectus supplement to the Base Prospectus relating to the Securities in the form first used (or made available upon the request of the purchasers pursuant to Rule 173 of the 1933 Act) in connection with the confirmation of sales (the "**Prospectus Supplement**"). The term "**Preliminary Prospectus**" means the Base Prospectus together with the Preliminary Prospectus Supplement and the Incorporated Documents (as defined below). The term "**Prospectus**" means the Base Prospectus together with the Preliminary Prospectus Supplement and the Prospectus Supplement and the Incorporated Documents. The terms "supplement," "amendment" and "amend" as used herein with respect to the Base Prospectus, the Preliminary Prospectus Supplement, the Prospectus Supplement and the Prospectus shall include all documents incorporated by reference, or deemed to be incorporated by reference, therein that are filed subsequent to the date of the Base Prospectus by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (together with the rules and regulations of the Commission thereunder, the "**1934 Act**"), or the 1933 Act (collectively, the "**Incorporated Documents**").

(b) As used herein, the term "**Pricing Disclosure Package**" shall mean (i) the Base Prospectus and the Preliminary Prospectus Supplement immediately prior to 2:35 P.M. (New York City time) on August 25, 2020 (the "**Applicable Time**"), including any document incorporated by reference, or deemed to be incorporated by reference, therein, or any amendment or supplement thereto and (ii) a pricing term sheet in the form attached hereto as Schedule 3 (the "**Pricing Term Sheet**"). As used herein, the term "**Issuer Free Writing Prospectus**" means any "issuer free writing prospectus" as defined in Rule 433 of the 1933 Act, including without limitation any "free writing prospectus" (as defined in Rule 405 of the 1933 Act) relating to the Securities that is (i) required to be filed with the Commission by the Company, (ii) a "road show that is a written communication" within the meaning of Rule 433(d)(8)(i), whether or not required to be filed with the Commission, or (iii) exempt from filing with the Commission pursuant to Rule 433(d)(5)(i) because it contains a description of the Securities or of the offering that does not reflect the final terms, in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g), in each case, without limitation to any free writing prospectus consented to by the Company and the Representative on behalf of the several Underwriters (each, a "**Permitted Free Writing Prospectus**").

SECTION 2. Representations and Warranties.

(a) *Representations and Warranties*. The Company and each Guarantor, jointly and severally, represent and warrant to each of the Underwriters as of the date hereof, the Applicable Time, and the Closing Time (as defined below), and agree with each of the Underwriters, as follows:

(i) Registration Statement and Prospectus.

(1) The Registration Statement is an "automatic shelf registration statement" as defined under Rule 405 of the 1933 Act that has been filed with the Commission not earlier than three years prior to the date hereof; and no notice of objection of the Commission to the use of such registration statement

or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the 1933 Act has been received by the Company. No order suspending the effectiveness of the Registration Statement has been issued by the Commission and no proceeding for that purpose or pursuant to Section 8A of the 1933 Act against the Company or related to the offering has been initiated or, to the Company's knowledge, threatened by the Commission. No order preventing or suspending the use of the Preliminary Prospectus or the Prospectus has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Company's knowledge, contemplated. The Company has complied with each request (if any) from the Commission for additional information.

(2) As of the applicable effective date of the Registration Statement and any amendment thereto, the Registration Statement, complied and will comply in all material respects with the 1933 Act and the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission thereunder (collectively, the "**Trust Indenture Act**"), and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; and as of their respective dates, the Preliminary Prospectus and the Prospectus and any amendment or supplement thereto complied in all material respects with the 1933 Act, and as of the Closing Time, the Prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to (i) that part of the Registration Statement that constitutes the Statement of Eligibility (the "**Form T-1**") of the Trustee under the Trust Indenture Act or (ii) any statements or omissions made in reliance upon and in conformity with the Underwriters' Information (as defined below).

(ii) Status under the 1933 Act. The Company is not an ineligible issuer and is a well-known seasoned issuer, in each case as defined under the 1933 Act, in each case at the times specified in the 1933 Act in connection with the offering of the Securities.

(iii) Accurate Disclosure.

(1) Except for statements in such documents which do not constitute part of the Registration Statement or the Prospectus or the Pricing Disclosure Package pursuant to Rule 412 of Regulation C under the 1933 Act, (i) each document filed pursuant to 1934 Act or the 1933 Act and incorporated by reference or deemed to be incorporated by reference in the Prospectus complied when filed or will comply when so filed in all material respects with 1934 Act or the 1933 Act, as the case may be, and the applicable rules and regulations of the Commission thereunder and (ii) each of the Pricing Disclosure Package and any Issuer Free Writing Prospectus (when considered together with the Pricing

Disclosure Package), at the Applicable Time did not, and at the Closing Time will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(2) The statements in the Preliminary Prospectus and the Prospectus under the captions "Description of the Notes" and "Description of Debt Securities," insofar as, taken together, they purport to describe or summarize certain provisions of the Notes and the Indenture are, when taken together, accurate descriptions or summaries in all material respects.

The representations and warranties in this subsection do not apply to (a) that part of the Registration Statement that constitutes the Form T-1 of the Trust Indenture Act, or (b) statements in or omissions from the Registration Statement, the Permitted Free Writing Prospectus or the Prospectus, or any amendment or supplement thereto, based upon and in conformity with information relating to any Underwriter furnished to the Company in writing by any Underwriter expressly for use in the Registration Statement, the Permitted Free Writing Prospectus or the Prospectus. For purposes of this agreement (this "**Agreement**"), the only information so furnished shall be the information in the fifth, eleventh and twelfth paragraphs under the heading "Underwriting" in the Preliminary Prospectus (collectively, the "**Underwriters' Information**").

(iv) Issuer Free Writing Prospectus. The Company and the Guarantors (including their agents and representatives, other than the Underwriters in their capacity as such) have not prepared, made, used, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the 1933 Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Company and the Guarantors or their agents and representatives (other than a communication referred to in clauses (i) (ii) and (iii) below) other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the 1933 Act or Rule 134 under the 1933 Act, (ii) the Preliminary Prospectus, (iii) the Prospectus, (iv) the documents listed on Schedule 4 hereto, including a Pricing Term Sheet substantially in the form of Schedule 3 hereto, which constitute part of the Pricing Disclosure Package and (v) any electronic road show or other written communications, in each case approved in writing in advance by the Representative. No Issuer Free Writing Prospectus conflicts or will conflict with the information contained in the Registration Statement, the Preliminary Prospectus or the Prospectus, including any document incorporated by reference therein that has not been superseded or modified. Each such Issuer Free Writing Prospectus complies in all material respects with the 1933 Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the 1933 Act (to the extent required thereby) and, when taken together with the Preliminary Prospectus accompanying, or delivered prior to delivery of, such Issuer Free Writing Prospectus, at the Applicable Time, did not, and at the Closing Time will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not

misleading; provided that the Company and the Guarantors make no representation or warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus in reliance upon and in conformity with the Underwriters' Information.

(v) Independent Accountants. Deloitte & Touche LLP, who certified the financial statements of the Company and supporting schedules incorporated by reference in the Registration Statement, Preliminary Prospectus and Prospectus, are independent public accountants as required by the 1933 Act, the 1934 Act and the Public Accounting Oversight Board.

(vi) Financial Statements; Non-GAAP Financial Measures. The financial statements of the Company included or incorporated by reference in the Registration Statement, the Preliminary Prospectus and the Prospectus, together with the related schedules and notes thereto, present fairly, in all material respects, the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statement of income, comprehensive income, stockholders' equity and cash flows of the Company and its consolidated subsidiaries for the periods specified, and said financial statements have been prepared in conformity with U.S. generally accepted accounting principles ("**GAAP**") applied on a consistent basis throughout the periods involved. The supporting schedules, if any, present fairly, in all material respects, in accordance with GAAP, the information required to be stated therein. The selected financial data and the summary financial information included in the Registration Statement, Preliminary Prospectus and the Prospectus present fairly, in all material respects, the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included therein. All disclosures contained in the Registration Statement, the Preliminary Prospectus or the Prospectus, or incorporated by reference therein, regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply with Regulation G of the 1934 Act and Item 10 of Regulation S-K of the 1933 Act, to the extent applicable. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, Preliminary Prospectus, and the Prospectus fairly present the information called for in all material respects and have been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(vii) No Material Adverse Change in Business. Except as otherwise stated therein, since the respective dates as of which information is given in the Pricing Disclosure Package or the Prospectus, (A) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries, considered as one enterprise, whether or not arising in the ordinary course of business (a "**Material Adverse Effect**"), (B) there have been no transactions entered into by the Company or any of its subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company and its subsidiaries, considered as one enterprise, and (C) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(viii) Good Standing of the Company. The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Pricing Disclosure Package and the Prospectus and to enter into and perform its obligations under this Agreement; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not reasonably be expected to result in a Material Adverse Effect.

(ix) Good Standing of Subsidiaries. Each Guarantor and/ or "significant subsidiary" of the Company (as such term is defined in Rule 1-02 of Regulation S-X) (a "**Significant Subsidiary**" and together with the Guarantors, each, a "**Subsidiary**" and, collectively, the "**Subsidiaries**") has been duly organized and is validly existing in good standing under the laws of the jurisdiction of its incorporation or organization, has corporate or similar power and authority to own, lease and operate its properties and to conduct its business as described in the Pricing Disclosure Package and the Prospectus and, in the case of the Company and the Guarantors, to enter into and perform its obligations under this Agreement. Each Subsidiary is duly qualified to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or to be in good standing would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Except as otherwise disclosed in the Pricing Disclosure Package and the Prospectus, all of the issued and outstanding capital stock of each Subsidiary has been duly authorized and validly issued, is fully paid and non-assessable and is owned by the Company, directly or indirectly through Subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity (collectively, "**Liens**"), except where such Liens would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect. None of the outstanding shares of capital stock of any Subsidiary was issued in violation of the preemptive or similar rights of any securityholder of such Subsidiary. The only Significant Subsidiaries of the Company are the Significant Subsidiaries listed on Exhibit 21.1 to the Company's Form 10-K for the fiscal year ended December 31, 2019.

(x) Capitalization. The authorized, issued and outstanding shares of capital stock of the Company are as set forth in the Pricing Disclosure Package and the Prospectus in the column entitled "Actual" under the caption "Capitalization" (except for subsequent issuances, if any, pursuant to this Agreement, pursuant to reservations, agreements or employee benefit plans referred to in the Pricing Disclosure Package and the Prospectus or pursuant to the exercise of convertible securities or options referred to in the Pricing Disclosure Package and the Prospectus). The outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable. None of the outstanding shares of capital stock of the Company was issued in violation of the preemptive or other similar rights of any securityholder of the Company.

(xi) Authorization of Agreement. This Agreement has been duly authorized, executed and delivered by the Company and each Guarantor.

(xii) The Securities. The Notes to be purchased by the Underwriters from the Company are in the form contemplated by the Indenture, have been duly authorized for issuance and sale to the Underwriters pursuant to this Agreement and the Indenture and, at the Closing Time, will have been executed by the Company and, when authenticated in the manner provided for in the Indenture and delivered against payment of the purchase price therefor, will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles and will be entitled to the benefits of the Indenture. The Guarantees of the Notes have been duly authorized by the Guarantors for issuance and sale pursuant to this Agreement and the Indenture and, at the Closing Time, upon execution of the Indenture will have been duly issued by each of the Guarantors and, when the Notes have been authenticated in the manner provided for in the Indenture and delivered against payment of the purchase price therefor, will constitute valid and binding obligations of the Guarantors, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles, and will be entitled to the benefits of the Indenture.

(xiii) The Indenture. The Indenture has been duly authorized by the Company and the Guarantors and, at the Closing Time, will have been duly executed and delivered by the Company and the Guarantors and will constitute a valid and binding agreement of the Company and the Guarantors, enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equity principles. The Base Indenture is duly qualified under and conforms with the requirements of, and, on the Closing Date, the Indenture will be duly qualified under and will conform with the requirements of, the Trust Indenture Act and the rules and regulations of the Commission applicable to an indenture that is qualified thereunder.

(xiv) Registration Rights. No person has the right to require the Company or any of its subsidiaries to register any securities for sale under the 1933 Act by reason of the filing of the Registration Statement with the Commission or the issuance and sale of the Securities.

(xv) Absence of Violations, Defaults and Conflicts. Neither the Company nor any of its Subsidiaries is (A) in violation of its charter, by-laws or similar organizational document, (B) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its Subsidiaries is a party or by which it or

any of them may be bound or to which any of the properties or assets of the Company or any Subsidiary is subject (collectively, "**Agreements and Instruments**"), except for such defaults that would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect, or (C) in violation of any law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of its Subsidiaries or any of their respective properties, assets or operations (each, a "**Governmental Entity**"), except for such violations that would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect. The Company's and each Guarantor's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein and the consummation of the transactions described in the Pricing Disclosure Package and the Prospectus (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described therein under the caption "Use of Proceeds") and compliance by the Company and by each Guarantor with its obligations hereunder and thereunder have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Company or any Subsidiary pursuant to, the Agreements and Instruments (except for such conflicts, breaches, defaults or Repayment Events or liens, charges or encumbrances that would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter, by-laws or similar organizational document of the Company or any of its Subsidiaries, nor will such action result in any violation of any law, statute, rule, regulation, judgment, order, writ or decree of any Governmental Entity (except for such violations that would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect). As used herein, a "**Repayment Event**" means any event or condition which gives the holder of any note, loan, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

(xvi) Absence of Labor Dispute. No labor dispute with the employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company or any Guarantor, is imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or any subsidiary's principal suppliers, manufacturers, customers or contractors, which, in either case, would, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(xvii) Absence of Proceedings. Except as disclosed in the Pricing Disclosure Package and the Prospectus, there is no action, suit, proceeding, inquiry or investigation before or brought by any Governmental Entity now pending or, to the knowledge of the Company or any Guarantor, threatened, against or affecting the Company or any of its subsidiaries, which, if determined adversely to the Company or its subsidiaries, as applicable, would, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect, or which might materially and adversely affect their

respective properties or assets or the consummation of the transactions contemplated in this Agreement or the performance by the Company or of any Guarantor of its obligations hereunder; and the aggregate of all pending legal or governmental proceedings to which the Company or any such subsidiary is a party or of which any of their respective properties or assets is the subject which are not described in the Pricing Disclosure Package and the Prospectus, including ordinary routine litigation incidental to the business, would not reasonably be expected to result in a Material Adverse Effect.

(xviii) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any Governmental Entity is necessary or required for the performance by the Company or any Guarantor of its obligations hereunder for the issue and sale of the Securities or the consummation by the Company of transactions contemplated by this Agreement, except for (i) the registration of the Securities under the 1933 Act or the rules and regulations thereunder and such consents, approvals, authorizations, registrations or qualifications as may be required under the 1933 Act, the 1934 Act, or the rules and regulations thereunder, and applicable state and foreign securities laws in connection with issuance, offer and sale of the Securities, (ii) the qualification of the Supplemental Indenture under the Trust Indenture Act, or the rules and regulations thereunder, and such consents, approvals, authorizations, registrations or qualifications as may be required under the Trust Indenture Act, or the rules and regulations thereunder, and (iii) consents, approvals, authorizations, orders, filings or registrations that will be completed on or prior to the Closing Time.

(xix) Possession of Licenses and Permits. The Company and its Subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, "**Governmental Licenses**") issued by the appropriate Governmental Entities necessary to conduct the business now operated by them, except where the failure so to possess would not, singly or in the aggregate, result in a Material Adverse Effect. The Company and its Subsidiaries are in compliance with the terms and conditions of all Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not, singly or in the aggregate, result in a Material Adverse Effect. Neither the Company nor any of its Subsidiaries has received any notice of proceedings relating to the revocation or modification of any Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to result in a Material Adverse Effect.

(xx) Title to Property. The Company and its Subsidiaries have good and marketable title to all real property owned by them and good title to all other properties owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (A) are described in the Pricing Disclosure Package and the Prospectus or (B) would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All of the leases and subleases material to the business of the Company and its Subsidiaries,

considered as one enterprise, and under which the Company or any of its Subsidiaries holds properties described in the Pricing Disclosure Package and the Prospectus, are in full force and effect, except for such failures to be in full force and effect as would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect, and neither the Company nor any such Subsidiary has any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any Subsidiary under any of such leases or subleases, or affecting or questioning the rights of the Company or such Subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

(xxi) Possession of Intellectual Property. Except as described in the Pricing Disclosure Package and the Prospectus, the Company and its Subsidiaries own or possess, or can acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, "**Intellectual Property**") necessary to carry on the business now operated by them except where the failure so to own, possess or license or have other rights to use or acquire would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect, and neither the Company nor any of its Subsidiaries has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Company or any of its Subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(xxii) Cybersecurity; Data Protection. The Company's and its subsidiaries', considered as a whole, information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted, free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants. The Company and its subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("**Personal Data**")) used in connection with their businesses, and there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same. The Company and its subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and in material compliance with all contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification.

(xxiii) Environmental Laws. Except as described in the Pricing Disclosure Package and the Prospectus or as would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect, (A) neither the Company nor any of its Subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, "**Hazardous Materials**") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "**Environmental Laws**"), (B) the Company and its Subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws to conduct their respective businesses and are each in compliance with their requirements, (C) there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company or any of its Subsidiaries and (D) there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or Governmental Entity, against or affecting the Company or any of its Subsidiaries relating to Hazardous Materials or any Environmental Laws.

(xxiv) Accounting Controls and Disclosure Controls. The Company and each of its Subsidiaries maintain internal control over financial reporting (as defined under Rule 13-a15 and 15d-15 under the 1934 Act) and a system of internal accounting controls which provides reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (E) the interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus fairly present the information called for in all material respects and are prepared in accordance with the Commission's rules and guidelines applicable thereto. Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, since the end of the Company's most recent audited fiscal year, there has been (1) no significant deficiency or material weakness in the Company's internal control over financial reporting (whether or not remediated) and (2) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to

materially affect, the Company's internal control over financial reporting. The Company and each of its Subsidiaries maintain a system of disclosure controls and procedures (as defined in Rule 13a-15 and Rule 15d-15 under the 1934 Act) that are designed to ensure that information required to be disclosed by the Company in the reports that it files or submits under the 1934 Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and is accumulated and communicated to the Company's Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding disclosure.

(xxv) Payment of Taxes. All income and franchise, and all other material federal income tax returns of the Company and its Subsidiaries required by law to be filed have been filed and all taxes shown by such returns or otherwise assessed, which are due and payable, have been paid, except assessments against which appeals have been or will be promptly taken and as to which adequate reserves have been provided, except for any such tax, charge, fee, levy, fine, penalty or other assessment that (A) is currently being contested in good faith, (B) would not have, or reasonably be expected to have, a Material Adverse Effect or (C) is described in the Pricing Disclosure Package and the Prospectus. The United States federal income tax returns of the Company through the fiscal year ended December 31, 2015 have been settled and no assessment in connection therewith has been made against the Company.

(xxvi) Insurance. Except, in each case, as would not reasonably be expected to have a Material Adverse Effect, the Company and its Subsidiaries (1) carry or are entitled to the benefits of insurance, with financially sound and reputable insurers, in such amounts and covering such risks as is generally and customarily maintained by companies of established repute engaged in the same or similar business, and (2) all such insurance is in full force and effect. The Company has no reason to believe that it or any of its Subsidiaries will not be able (A) to renew its existing insurance coverage as and when such policies expire or (B) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Effect. Neither of the Company nor any of its Subsidiaries has been denied any insurance coverage which it has sought or for which it has applied.

(xxvii) Investment Company Act. Neither the Company nor any Guarantor is required, and upon the issuance and sale of the Securities as herein contemplated and the application of the net proceeds therefrom as described in the Pricing Disclosure Package and the Prospectus will be required, to register as an "investment company" under the Investment Company Act of 1940, as amended.

(xxviii) Absence of Manipulation. Neither the Company nor any Guarantor nor, to the knowledge of the Company or any Guarantor, any affiliate of the Company has taken, nor will the Company or any Guarantor take or cause any affiliate to take, directly or indirectly, any action which is designed, or would reasonably be expected, to cause or result in, or which constitutes, the stabilization or manipulation of the price of any security of the Company or any Guarantor to facilitate the sale or resale of the Securities.

(xxix) No Unlawful Payments. Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company and the Guarantors, any director, officer or employee of the Company or any of its subsidiaries nor any agent, affiliate or other person acting on behalf of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its subsidiaries have instituted, maintain and enforce, and will continue to maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

(xxx) Compliance with Money Laundering Laws. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company or any of the Guarantors, threatened.

(xxxi) No Conflicts with Sanctions Laws. Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company and each of the Guarantors, any director, officer or employee of the Company or any of its subsidiaries nor any agent, affiliate or other person acting on behalf of the Company or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "**Sanctions**"), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or target of Sanctions, including, without limitation, Cuba, Iran, North

Korea, Syria and Crimea (each, a "**Sanctioned Country**"); and the Company will not directly or indirectly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, initial purchaser, advisor, investor or otherwise) of Sanctions. For the past five years, the Company and its subsidiaries have not knowingly engaged in, are not now knowingly engaged in and will not engage in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(xxxii) Lending Relationship. The Company does not intend to use any of the proceeds from the sale of the Securities to repay any outstanding debt owed to any affiliate of any Underwriter, except as described in the Pricing Disclosure Package and the Prospectus.

(xxxiii) Statistical and Market-Related Data. Any statistical and market-related data included in the Pricing Disclosure Package or the Prospectus are based on or derived from sources that the Company believes, after reasonable inquiry, to be reliable and accurate.

(xxxiv) Regulations T, U and X. None of the transactions contemplated by this Agreement (including, without limitation, the use of the proceeds from the sale of the Securities) will violate or result in a violation of Section 7 of the 1934 Act, or any regulation promulgated thereunder, including, without limitation, Regulations T, U, and X of the Board of Governors of the Federal Reserve System.

(xxxv) No Restrictions on Dividends. No subsidiary of the Company is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on such subsidiary's shares of capital stock or other ownership interests, from repaying the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's property or assets to the Company or any other subsidiary of the Company, except as described in or contemplated by the Pricing Disclosure Package and the Prospectus.

(xxxvi) Solvency. The Company and the Guarantors taken as a whole are, and immediately after the Closing Time will be, Solvent. As used herein, the term "**Solvent**" means, with respect to any person(s) on a particular date, that on such date (i) the fair market value of the assets of such person is greater than the total amount of liabilities (including contingent liabilities) of such person, (ii) the present fair salable value of the assets of such person is greater than the amount that will be required to pay the probable liabilities of such person on its debts as they become absolute and matured, (iii) such person is able to realize upon its assets and pay its debts and other liabilities, including contingent obligations, as they mature and become due in the ordinary course and (iv) such person does not have unreasonably small capital with which to conduct its business as such business is now conducted.

(xxxvii) Ratings. Except as otherwise disclosed in the Pricing Disclosure Package, no "nationally recognized statistical rating organization" as such term is defined under Section 3(a)(62) under the 1934 Act (i) has imposed (or has informed the Company that it is considering imposing) any condition (financial or otherwise) on the Company's retaining any rating assigned to the Company or any securities of the Company or (ii) has indicated to the Company that it is considering (a) the downgrading, suspension or withdrawal of, or any review for a possible change that does not indicate the direction of the possible change in, any rating so assigned.

(xxxviii) Compliance with ERISA. (i) Each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), for which the Company or any member of its "**Controlled Group**" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Internal Revenue Code of 1986, as amended (the "**Code**")) would have any liability (each, a "**Plan**") has been maintained in material compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code, except for noncompliance that could not reasonably be expected to result in material liability to the Company or its subsidiaries; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan (excluding transactions effected pursuant to a statutory or administrative exemption) that could reasonably be expected to result in a material liability to the Company or its subsidiaries; (iii) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, the minimum funding standard of Section 412 of the Code or Section 302 of ERISA, as applicable, has been satisfied (without taking into account any waiver thereof or extension of any amortization period) and is reasonably expected to be satisfied in the future (without taking into account any waiver thereof or extension of any amortization period); (v) no "reportable event" (within the meaning of Section 4043(c) of ERISA) has occurred or is reasonably expected to occur that either has resulted, or could reasonably be expected to result, in material liability to the Company or its subsidiaries; (vi) neither the Company nor any member of the Controlled Group has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation, in the ordinary course and without default) in respect of a Plan (including a "multiemployer plan", within the meaning of Section 4001(a)(3) of ERISA); and (vii) there is no pending audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other governmental agency or any foreign regulatory agency with respect to any Plan that could reasonably be expected to result in material liability to the Company or its subsidiaries.

(xxxix) No Broker's Fees. Neither the Company nor any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Company or any of its subsidiaries or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Securities.

(xl) Forward-Looking Statements. No forward-looking statement (within the meaning of Section 27A of the 1933 Act and Section 21E of the 1934 Act) included or incorporated by reference in any of the Registration Statement, the Pricing Disclosure Package or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(xli) Sarbanes-Oxley Act. There is and has been no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations promulgated in connection therewith (the "**Sarbanes-Oxley Act**"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(b) *Officer's Certificates*. Any certificate signed by any officer of the Company or any of its Subsidiaries delivered to the Representative or to counsel for the Underwriters shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby.

SECTION 3. Purchase and Resale by the Underwriters.

(a) The Company understands that the Underwriters intend to offer the Securities for resale on the terms set forth in the Pricing Disclosure Package. Each Underwriter, severally and not jointly, represents, warrants and agrees that:

(i) It has not and will not use, authorize use of, refer to, or participate in the planning for use of, any "free writing prospectus", as defined in Rule 405 under the 1933 Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) a free writing prospectus that, solely as a result of use by such Underwriter, would not trigger an obligation to file such free writing prospectus with the Commission pursuant to Rule 433, (ii) any Issuer Free Writing Prospectus listed on Schedule 4 or prepared pursuant to Section 4(e) or Section 5(d) below (including any electronic road show), or (iii) any free writing prospectus prepared by such Underwriter and approved by the Company in advance in writing (each such free writing prospectus referred to in clauses (i) or (iii), an "**Underwriter Free Writing Prospectus**"). Notwithstanding the foregoing, the Underwriters may use the Pricing Term Sheet referred to in Schedule 3 hereto without the consent of the Company.

(ii) It is not subject to any pending proceeding under Section 8A of the 1933 Act with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated during the Prospectus Delivery Period (as defined below)).

(b) The Company acknowledges and agrees that the Underwriters may offer and sell Securities to or through any affiliate of an Underwriter and that any such affiliate may offer and sell Securities purchased by it to or through any Underwriter.

SECTION 4. Delivery and Payment; Representations and Warranties and Covenants of the Underwriters.

(a) The Company agrees to issue and sell the Securities to the several Underwriters as provided in this Agreement, and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase from the Company the respective principal amount of Securities set forth opposite such Underwriter's name in Schedule 1 hereto at a price equal to 98.625% of the principal amount thereof plus accrued interest, if any, from August 25, 2020 to the Closing Time (as defined below). The Company will not be obligated to deliver any of the Securities except upon payment for all the Securities to be purchased as provided herein.

(b) Delivery of certificates for the Securities to be purchased by the Underwriters and payment therefore shall be made at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, NY 10001 at 10:00 A.M., New York City time, on September 9, 2020, or at such other time or place on the same or such other date, not later than the fifth business day thereafter, as the Representative and the Company may agree upon in writing. The time and date of such payment for the Notes is referred to herein as the "**Closing Time**".

(c) *Payment for the Notes*. Payment for the Notes shall be made at the Closing Time by wire transfer of immediately available funds to the order of the Company.

It is understood that the Representative has been authorized, for its own account and the accounts of the several Underwriters, to accept delivery of and receipt for, and make payment of the purchase price for, the Securities. J.P. Morgan Securities LLC individually and not as a Representative of the Underwriters, may (but shall not be obligated to) make payment for any Securities to be purchased by any Underwriters whose funds shall not have been received by the Representative by the Closing Time for the account of such Underwriter, but any such payment shall not relieve such Underwriter from any of its obligations under this Agreement.

(d) *Delivery of the Notes*. Delivery of the Notes shall be made through the facilities of The Depository Trust Company ("**DTC**"), having an aggregate principal amount corresponding to the aggregate principal amount of such series of Securities (the "**Global Securities**"), with any transfer taxes payable upon initial issuance thereof duly paid by the Company, for your respective accounts. Time shall be of the essence, and delivery at the time and place specified in this Agreement is further a condition to the obligations of the Underwriters.

(e) *Delivery of Prospectus to Underwriters*. Not later than 10:00 a.m. on the second business day following the date the Notes are first released by the Underwriters for resale, the Company shall deliver or cause to be delivered, copies of the Prospectus in such quantities and at such places as the Representative shall reasonably request.

SECTION 5. Covenants. The Company and the Guarantors, jointly and severally, covenant and agree with each of the Underwriters as follows:

(a) *Required Filings*. The Company and the Guarantors will file the Prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 430A, 430B or 430C under the 1933 Act, will file any Issuer Free Writing Prospectus (including the Pricing Term Sheet referred to in Schedule 3 hereto) to the extent required by Rule 433 under the 1933 Act; and the Company will furnish copies of each Issuer Free Writing Prospectus (to the extent not previously delivered) to the Underwriters in New York City prior to 10:00 A.M., New York City time, on the business day next succeeding the date of this Agreement in such quantities as the Representative may reasonably request. The Company will pay the registration fees for this offering within the time period required by Rule 456(b)(1)(i) under the 1933 Act (without giving effect to the proviso therein) and in any event prior to the Closing Time.

(b) *Continued Compliance with Securities Laws*. The Company will comply with the 1933 Act and the 1934 Act so as to permit the completion of the distribution of the Securities as contemplated in this Agreement and in the Pricing Disclosure Package and the Prospectus. If at any time during the Prospectus Delivery Period any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the Underwriters or for the Company, to (i) amend the Registration Statement in order that the Registration Statement will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) amend or supplement the Pricing Disclosure Package or the Prospectus in order that the Pricing Disclosure Package or the Prospectus, as the case may be, will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser or (iii) amend the Registration Statement or amend or supplement the Pricing Disclosure Package or the Prospectus, as the case may be, in order to comply with the requirements of the 1933 Act, the Company will promptly (A) give the Representative notice of such event, (B) prepare any amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement, the Pricing Disclosure Package or the Prospectus comply with such requirements and, a reasonable amount of time prior to any proposed filing or use, furnish the Representative with copies of any such amendment or supplement and (C) file with the Commission any such amendment or supplement; provided that the Company shall not distribute or file or use any such amendment or supplement to which the Representative or counsel for the Underwriters shall reasonably object. The Company will furnish to the Underwriters such number of copies of such amendment or supplement as the Underwriters may reasonably request. The Company has given the Representative notice of any filings made pursuant to the 1934 Act within 48 hours prior to the Applicable Time; the Company will give the Representative notice of its intention to make any such filing from the Applicable Time to the Closing Time and will furnish the Representative with copies of any such documents a reasonable amount of time prior to such proposed filing, as the case may be, and will not file or use any such document to which the Representative or counsel for the Underwriters shall reasonably object.

(c) *Delivery of Registration Statement*. The Company has furnished or will deliver to the Representative and counsel for the Underwriters, without charge, signed copies of the Registration Statement as originally filed and each amendment thereto (including exhibits filed herewith or incorporated by reference therein and documents incorporated or deemed to be incorporated by reference therein) and signed copies of all consents and certificates of experts, and will also deliver to the Representative, without charge, a conformed copy of the Registration Statement as originally filed and each amendment thereto (without exhibits) for each of the Underwriters. The copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(d) *Delivery of Prospectuses*. The Company has delivered to each Underwriter, without charge, as many copies of each Preliminary Prospectus as such Underwriter reasonably requested, and the Company hereby consents to the use of such copies for purposes permitted by the 1933 Act. The Company will furnish to each Underwriter, without charge, during the Prospectus Delivery Period, such number of copies of the Prospectus (as amended or supplemented) as such Underwriter may reasonably request. The Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T. As used herein, the term **"Prospectus Delivery Period**" means such period of time after the first date of the public offering of the Securities as in the opinion of counsel for the Underwriters a prospectus relating to the Securities is required by law to be delivered (or required to be delivered but for Rule 172 under the 1933 Act) in connection with sales of the Securities by any Underwriter or dealer.

(e) *Blue Sky Qualifications*. The Company will qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representative shall reasonably request and will continue such qualifications in effect so long as required for distribution of the Securities; provided that neither the Company nor any of the Guarantors shall be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(f) *Use of Proceeds*. The Company will apply the net proceeds from the sale of the Securities as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus under the heading "Use of Proceeds".

(g) *Earnings Statement.* The Company will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its security holders as soon as practicable an earnings statement for the purposes of, and to provide to the Underwriters the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(h) *Agreement not to Sell Additional Securities*. During the period of 90 days following the date of this Agreement, the Company will not, without the prior written consent of the Representative (which consent may be withheld in its sole discretion), directly or indirectly, issue, sell, offer to contract or grant any option to sell, pledge, transfer or otherwise dispose of, any debt securities of the Company or securities exchangeable for or convertible into debt securities of the Company (other than as contemplated by this Agreement).

(i) *Issuer Free Writing Prospectus*. The Company agrees that, unless it obtains the prior written consent of the Representative, it will not make, prepare, use, authorize, approve or refer to any Issuer Free Writing Prospectus; provided that the Representative will be deemed to have consented to the Issuer Free Writing Prospectus listed on Schedule 4 hereto and any "road show that is a written communication" within the meaning of Rule 433(d)(8)(i) that has been reviewed by the Representative. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Company will promptly notify the Representative and will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(j) *DTC*. The Company shall use commercially reasonable efforts to obtain the approval of DTC to permit the Notes to be eligible for "book-entry" transfer and settlement through the facilities of DTC, and agrees to comply with all of its agreements set forth in the representation letters of the Company to DTC relating to the approval of the Notes by DTC for "book-entry" transfer.

SECTION 6. Payment of Expenses.

(a) *Expenses*. The Company and the Guarantors, jointly and severally, agree to pay, or cause to be paid, all expenses incident to the performance of their obligations under this Agreement, including (i) the preparation, issuance and delivery of the certificates for the Securities to the Underwriters, including any transfer taxes and any stamp or other duties payable upon the sale, issuance or delivery of the Securities to the Underwriters, (ii) the fees and disbursements of the Company's and the Guarantors' counsel, accountants and other advisors, (iii) the qualification of the Securities under securities laws in accordance with the provisions of Section 5(d) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the preparation of a Blue Sky Survey and any supplement thereto, (iv) the preparation, printing and delivery to the Underwriters of copies of each Preliminary Prospectus, any other components of the Pricing Disclosure Package, any Issuer Free Writing Prospectus and the Prospectus (including all amendments and supplements thereto), and the mailing and delivering of copies thereof to the Underwriters and dealers, (v) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Securities, (vi) the fees payable in connection with the rating of the Securities with the rating agencies, (vii) all fees and expenses (including reasonable fees and expenses of counsel) of the Company and the Guarantors in connection with approval of the Securities by DTC for "book-entry" transfer, and the performance by the Company and the Guarantors of their respective obligations under this Agreement and (vii) the costs and expenses of the Company relating to investor presentations undertaken in connection with the marketing of the Securities, including without limitation,

expenses associated with the production of investor presentation slides and graphics, fees and expenses of any consultants engaged in connection with the investor presentations, and the travel, lodging and transportation expenses of the representatives and officers of the Company and any such consultants, reasonably incurred in connection with the investor presentations.

(b) *Termination of Agreement*. If this Agreement is terminated by the Representative in accordance with the provisions of Section 7, Section 11(a)(i) or Section 11(a)(iii) hereof, the Company shall reimburse the Underwriters for all of their out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Underwriters.

SECTION 7. Conditions of Underwriters' Obligations. The obligations of the several Underwriters hereunder are subject to the accuracy of the representations and warranties of the Company and each Guarantor contained herein or in certificates of any officer of the Company or any of its Subsidiaries delivered pursuant to the provisions hereof, to the performance by the Company and the Guarantors of their covenants and other obligations hereunder, and to the following further conditions:

(a) *Registration Compliance; No Stop Order*. No order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose pursuant to Section 8A under the 1933 Act shall be pending before or threatened by the Commission; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the 1933 Act (in the case of an Issuer Free Writing Prospectus, to the extent required by Rule 433 under the 1933 Act) and in accordance with Section 5(b) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representative. The Company shall have paid the required Commission filing fees relating to the Securities within the time period required by Rule 456(1)(i) under the 1933 Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) under the 1933 Act and, if applicable, shall have updated the "Calculation of Registration Fee" table in accordance with Rule 456(b)(1)(ii) either in a post-effective amendment to the Registration Statement or on the cover page of a prospectus filed pursuant to Rule 424(b).

(b) *Representations and Warranties*. The representations and warranties of the Company and the Guarantors contained herein shall be true and correct on the date hereof and on and as of the Closing Date; and the statements of the Company, the Guarantors and their respective officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date.

(c) *Opinion and 10b-5 Statement of Counsel for Company*. At the Closing Time, the Representative shall have received the favorable opinion and 10b-5 statement, dated the Closing Time, of Winston & Strawn LLP, counsel for the Company and the Guarantors, in substantially the form set forth in Exhibit A-1 hereto,

(d) *Opinions of Local Counsel for the Company*. At the Closing Time, the Representative shall have received the favorable opinion, dated the Closing Time, of (i) Foley & Lardner LLP, Wisconsin counsel to the Company, in substantially the form set forth in Exhibit

A-2 hereto, (ii) Fredrikson & Byron, P.A., Minnesota counsel to the Company, in substantially the form set forth in Exhibit A-3 hereto, (iii) Spencer Fane LLP, Missouri counsel to the Company, in substantially the form set forth in Exhibit A-4 hereto and (iv) Troutman Pepper Hamilton Sanders LLP, Georgia counsel to the Company, in substantially the form set forth in Exhibit A-5 hereto.

(e) *Opinion and 10b-5 Statement of Counsel for Underwriters*. At Closing Time, the Representative shall have received the favorable opinion and 10b-5 statement, dated the Closing Time, of Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Underwriters, together with signed or reproduced copies of such letter for each of the other Underwriters with respect to such matters as the Underwriters may require, and the Company shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(f) *Officers' Certificate*. At the Closing Time, there shall not have been, since the date hereof or since the respective dates as of which information is given in the Pricing Disclosure Package or the Prospectus, any Material Adverse Effect, whether or not arising in the ordinary course of business, and the Representative shall have received a certificate of the Chief Executive Officer or the President of the Company and of the chief financial or chief accounting officer of the Company, dated the Closing Time, to the effect that (i) there has been no such Material Adverse Effect, (ii) the representations and warranties of the Company and the Guarantors in this Agreement are true and correct with the same force and effect as though expressly made at and as of the Closing Time and (iii) the Company and the Guarantors have complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Time.

(g) *Accountant's Comfort Letter*. At the time of the execution of this Agreement, the Representative shall have received from Deloitte & Touche LLP a letter, dated such date, in form and substance satisfactory to the Representative, together with signed or reproduced copies of such letter for each of the other Underwriters containing statements and information of the type ordinarily included in accountants' "comfort letters" to Underwriters with respect to the financial statements and certain financial information contained in the Pricing Disclosure Package and the Prospectus.

(h) *Bring-down Comfort Letter*. At the Closing Time, the Representative shall have received from Deloitte & Touche LLP a letter, dated as of the Closing Time, to the effect that it reaffirms the statements made in the letter furnished pursuant to subsection (g) of this Section, except that the specified date referred to shall be a date not more than three business days prior to the Closing Time.

(i) *No Ratings Agency Change*. Subsequent to the earlier of (A) the Applicable Time and (B) the execution and delivery of this Agreement and Prior to the Closing Time, there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded the Company or any of its subsidiaries by any "nationally recognized statistical rating organization" as such term is defined under Section 3(a)(62) under the 1934 Act, and no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, any such rating.

(j) *Securities and Indenture*. The Securities and the Indenture shall have been executed and delivered by the Company and the Guarantors, as the case may be, in form and substance reasonably satisfactory to the Representative.

(k) *No Legal Impediment to Issuance*. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Time, prevent the issuance or sale of the Securities; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Time, prevent the issuance or sale of the Securities.

(l) *Additional Documents*. At the Closing Time, counsel for the Underwriters shall have been furnished with such documents and opinions as they may reasonably require for the purpose of enabling them to pass upon the issuance and sale of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company and the Guarantors in connection with the issuance and sale of the Securities as herein contemplated shall be reasonably satisfactory in form and substance to the Representative and counsel for the Underwriters.

(m) *Termination of Agreement*. If any condition specified in this Section shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Representative by notice to the Company at any time at or prior to Closing Time, as the case may be, and such termination shall be without liability of any party to any other party except as provided in Section 6 and except that Sections 2, 8, 9, 10, 16 and 17 shall survive any such termination and remain in full force and effect.

SECTION 8. Indemnification.

(a) *Indemnification of Underwriters*. The Company and the Guarantors agree, jointly and severally, to indemnify and hold harmless each Underwriter, its affiliates (as such term is defined in Rule 501(b) under the 1933 Act (each, an "**Affiliate**")), its directors, its officers, its selling agents and each person, if any, who controls any Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), including any information deemed to be a part thereof pursuant to Rule 430B, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of a material fact included in the Preliminary Prospectus, any of the other components of the Pricing Disclosure Package, any Issuer Free Writing Prospectus, including any roadshow or investor presentations made to

investors by the Company (whether in person or electronically), or the Prospectus (or any amendment or supplement thereto), or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that (subject to Section 8(d) below) any such settlement is effected with the written consent of the Company;

(iii) against any and all expense whatsoever, as incurred (including the fees and disbursements of counsel chosen by the Representative (subject to Section 8(c))), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under (i) or (ii) above;

provided, *however*, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in the Registration Statement, the Preliminary Prospectus, any of the other components of the Pricing Disclosure Package, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Underwriters' Information.

(b) *Indemnification of Company and the Guarantors, Directors and Officers*. Each Underwriter, severally and not jointly, agrees to indemnify and hold harmless the Company and the Guarantors, each of their respective directors, each of its officers, and each person, if any, who controls the Company or any of the Guarantors within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (or any amendment thereto), including any information deemed to be a part thereof pursuant to Rule 430B, the Pricing Disclosure Package, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with the Underwriters' Information.

(c) *Actions against Parties; Notification*. Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In case any such action is brought against any indemnified party and such

indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in, and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel satisfactory to such indemnified party; provided, however, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that a conflict may arise between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties that are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of such indemnifying party's election so to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 8 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed separate counsel in accordance with the proviso to the preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (other than local counsel), reasonably approved by the indemnifying party, representing the indemnified parties who are parties to such action) or (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action, in each of which cases the fees and expenses of counsel shall be at the expense of the indemnifying party. No indemnifying party shall, without the prior written consent of the indemnified parties, which consent shall not be unreasonably withheld, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 8 or Section 9 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) *Settlement without Consent if Failure to Reimburse*. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 8(a)(ii) effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

SECTION 9. Contribution. If the indemnification provided for in Section 8 hereof is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors, on the one hand, and the Underwriters, on the other hand, from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Guarantors, on the one hand, and of the Underwriters, on the other hand, in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Company and the Guarantors, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company and the Guarantors, on the one hand, and the total discount received by the Underwriters, on the other hand, as provided in this Agreement.

The relative fault of the Company and the Guarantors, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company and the Guarantors, on the one hand, or by the Underwriters, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company, the Guarantors and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 9 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 9. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 9 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 9, no Underwriter shall be required to contribute any amount in excess of the amount by which the discount received by such Underwriter in connection with the Securities distributed by it exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of any such untrue or alleged untrue statement or omission or alleged omission.

No person guilty of fraudulent misrepresentation (within the meaning of Section 12(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 9, each person, if any, who controls an Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and each Underwriter's Affiliates, directors, officers and selling agents shall have the same rights to contribution as such Underwriter, and each director of the Company or a Guarantor, each officer of the Company or a Guarantor, and each person, if any, who controls the Company or a Guarantor within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Company and the Guarantors. The Underwriters' respective obligations to contribute pursuant to this Section 9 are several in proportion to the number of Securities set forth opposite their respective names in Schedule 1 hereto and not joint.

The remedies provided for in Sections 8 and 9 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any indemnified party at law or in equity.

SECTION 10. Representations, Warranties and Agreements to Survive. All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company or any of its Subsidiaries submitted pursuant hereto, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of any Underwriter or its Affiliates or selling agents, any person controlling any Underwriter, its officers or directors, any person controlling the Company or any Guarantor and (ii) delivery of and payment for the Securities.

SECTION 11. Termination of Agreement.

(a) *Termination*. The Representative, in its absolute discretion, may terminate this Agreement without liability to the Company, by notice to the Company, at any time at or prior to the Closing Time (i) if there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the Pricing Disclosure Package or the Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings or business affairs or business prospects of the Company and its subsidiaries, considered as one enterprise, whether or not arising in the ordinary course of business, or (ii) if there has occurred any material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make it, in the judgment of the Representative, impracticable or inadvisable to proceed with the completion of the offering or to enforce contracts for the sale of the Securities, or (iii) if trading in any securities issued or guaranteed by the Company or any of the Guarantors has been suspended or materially limited by the Commission or the New York Stock Exchange, or (iv) if trading generally on the New York Stock Exchange or on the Nasdaq Global Market has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by any of said exchanges or by order of the Commission, Financial Industry Regulatory Authority ("**FINRA**") or any other governmental authority, or (v) a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States or with respect to Clearstream or Euroclear systems in Europe, or (vi) if a banking moratorium has been declared by either Federal or New York authorities, that, in the judgment of the Representative, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the Closing Date on the terms and in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus.

(b) *Liabilities*. If this Agreement is terminated pursuant to this Section, such termination shall be without liability of any party to any other party except as provided in Section 6 hereof, and provided further that Sections 2, 8, 9, 10, 15, 16 and 17 shall survive such termination and remain in full force and effect.

SECTION 12. Default by One or More of the Underwriters. If one or more of the Underwriters shall fail at Closing Time to purchase the Securities which it or they are obligated to purchase under this Agreement (the "**Defaulted Securities**"), the Representative shall have the right, within 24 hours thereafter, to make arrangements for one or more of the non-defaulting Underwriters, or any other Underwriters, to purchase all, but not less than all, of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Representative shall not have completed such arrangements within such 24-hour period, then:

(i) if the number of Defaulted Securities does not exceed 10% of the principal amount of Securities to be purchased on such date, each of the non-defaulting Underwriters shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligations of all non-defaulting Underwriters, or

(ii) if the number of Defaulted Securities exceeds 10% of the principal amount of Securities to be purchased on such date, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company.

No action taken pursuant to this Section shall relieve any defaulting Underwriter from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement, either the (i) Representative or (ii) the Company shall have the right to postpone Closing Time for a period not exceeding seven days in order to effect any required changes in the Pricing Disclosure Package or, the Prospectus or in any other documents or arrangements. As used herein, the term "**Underwriter**" includes any person substituted for an Underwriter under this Section 12.

SECTION 13. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters shall be directed to the Representative, c/o J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179, Facsimile: (212) 270-1063, Attention: High Yield Legal Department; notices to the Company and the Guarantors shall be directed to it at TreeHouse Foods, Inc., 2021 Spring Road, Suite 600, Oak Brook, Illinois 60523, attention of Thomas E. O'Neill, Executive Vice President, General Counsel and Chief Administrative Officer and Corporate Secretary.

SECTION 14. No Advisory or Fiduciary Relationship. The Company and each Guarantor acknowledge and agree that (a) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the initial offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company and such Guarantors, on the one hand, and the several Underwriters, on the other hand, and does not constitute a recommendation, investment advice, or solicitation of any action by the Underwriters, (b) in connection with the offering of the Securities and the process leading thereto, each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company, such Guarantor, any of their respective subsidiaries, or their respective stockholders, creditors, employees or any other party, (c) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company or such Guarantor with respect to the offering of the Securities or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company, such Guarantor or any of their respective subsidiaries on other matters) and no Underwriter has any obligation to the Company, such Guarantor with respect to the offering of the Securities except the obligations expressly set forth in this Agreement, (d) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company or such Guarantor, (e) the Underwriters have not provided any legal, accounting, regulatory, investment or tax advice with respect to the offering of the Securities and the Company and such Guarantor has consulted their own respective legal, accounting, financial, regulatory and tax advisors to the extent it deemed appropriate, and (f) none of the activities of the Underwriters in connection with the transactions contemplated herein constitutes a recommendation, investment advice or solicitation of any action by the Underwriters with respect to any entity or natural person.

SECTION 15. Parties. This Agreement shall each inure to the benefit of and be binding upon the Underwriters, the Company, the Guarantors and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Underwriters, the Company, the Guarantors and their respective successors and the controlling persons and officers and directors referred to in Sections 8 and 9 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Underwriters, the Company, the Guarantors and their respective successors, and said controlling persons and officers and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from any Underwriter shall be deemed to be a successor by reason merely of such purchase.

SECTION 16. Trial by Jury. The Company (on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates), each Guarantor (on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates) and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

SECTION 17. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS.

SECTION 18. Submission to Jurisdiction. The Company and each of the Guarantors hereby submits to the exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Company and each of the Guarantors waive any objection which it may now or hereafter have to the laying of venue of any such suit or proceeding in such courts. Each of the Company and each of the Guarantors agree that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Company and each Guarantor, as applicable and may be enforced in any court to the jurisdiction of which Company and each Guarantor, as applicable, is subject by a suit upon such judgment.

SECTION 19. TIME. TIME SHALL BE OF THE ESSENCE OF THIS AGREEMENT. EXCEPT AS OTHERWISE SET FORTH HEREIN, SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

SECTION 20. Partial Unenforceability. The invalidity or unenforceability of any Section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other Section, paragraph or provision hereof. If any Section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

SECTION 21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

SECTION 22. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 23. Patriot Act. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

SECTION 24. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

As used in this Section 24:

"**BHC Act Affiliate**" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"**Covered Entity**" means any of the following:

a "**covered entity**" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

a "**covered bank**" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

a "**covered FSI**" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"**U.S. Special Resolution Regime**" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

[*Remainder of Page Intentionally Left Blank*]

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Underwriters and the Company in accordance with its terms.

Very truly yours,

TREEHOUSE FOODS, INC.

By: /s/ Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: EVP, Chief Administrative Officer and General Counsel

BAY VALLEY FOODS, LLC
as Guarantor

By: /s/ Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: EVP, General Counsel and Corporate Secretary

STURM FOODS, INC.
as Guarantor

By: /s/ Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: EVP and Secretary

S.T. SPECIALTY FOODS, INC.
as Guarantor

By: /s/ Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: EVP and Secretary

ASSOCIATED BRANDS, INC.
as Guarantor

By: /s/ Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: EVP and Secretary

PROTENERGY HOLDINGS, INC.
as Guarantor

By: /s/ Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: EVP and Secretary

PROTENERGY NATURAL FOODS, INC.
as Guarantor

By: /s/ Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: EVP and Secretary

TREEHOUSE PRIVATE BRANDS, INC.
as Guarantor

By: /s/ Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: EVP and Secretary

LINETTE QUALITY CHOCOLATES, INC.
as Guarantor

By: /s/ Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: EVP and Secretary

RALCORP FROZEN BAKERY PRODUCTS, INC.
as Guarantor

By: /s/ Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: EVP and Secretary

COTTAGE BAKERY, INC.
as Guarantor

By: /s/ Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: EVP and Secretary

THE CARRIAGE HOUSE COMPANIES, INC.
as Guarantor
By: /s/ Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: EVP and Secretary

AMERICAN ITALIAN PASTA COMPANY
as Guarantor

By: /s/ Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: EVP and Secretary

TREEHOUSE FOOD SERVICES, LLC
as Guarantor

By: /s/ Thomas E. O'Neill
Name: Thomas E. O'Neill
Title: EVP and Secretary

CONFIRMED AND ACCEPTED,
as of the date first above written:

J.P. MORGAN SECURITIES LLC

By /s/ Timothy Lynch
Authorized Signatory

For itself and as Representative of the several Underwriters named in Schedule 1 hereto.

SCHEDULE 1

Name of Underwriter		Principal Amount of Securities to be Purchased
J.P. Morgan Securities LLC	$	181,812,000
BofA Securities, Inc.	$	113,637,000
Wells Fargo Securities, LLC	$	72,728,000
BMO Capital Markets Corp.	$	36,364,000
Barclays Capital Inc.	$	13,637,000
Capital One Securities, Inc.	$	13,637,000
MUFG Securities Americas Inc.	$	13,637,000
PNC Capital Markets LLC	$	13,637,000
Rabo Securities USA, Inc.	$	13,637,000
TD Securities (USA) LLC	$	13,637,000
Truist Securities, Inc.	$	13,637,000
Total	$	500,000,000

SCHEDULE 2

Guarantors

1. Bay Valley Foods, LLC
2. Sturm Foods, Inc.
3. S.T. Specialty Foods, Inc.
4. Associated Brands, Inc.
5. Protenergy Holdings, Inc.
6. Protenergy Natural Foods, Inc.
7. TreeHouse Private Brands, Inc.
8. Linette Quality Chocolates, Inc.
9. Ralcorp Frozen Bakery Products, Inc.
10. Cottage Bakery, Inc.
11. The Carriage House Companies, Inc.
12. American Italian Pasta Company
13. TreeHouse Foods Services, LLC

SCHEDULE 3

Free Writing Prospectus
Filed Pursuant to Rule 433
Registration Statement No. 333-248399

Final Term Sheet

$500,000,000 4.000% Senior Notes due 2028

Term Sheet
August 25, 2020

This pricing term sheet is qualified in its entirety by reference to the Preliminary Prospectus Supplement dated August 25, 2020 (the "Preliminary Prospectus"). The information in this pricing term sheet supplements the Preliminary Prospectus and updates and supersedes the information in the Preliminary Prospectus to the extent it is inconsistent with the information in the Preliminary Prospectus. Unless otherwise indicated, terms used but not defined herein have the meanings assigned to such terms in the Preliminary Prospectus.

The size of the offering of the notes has been upsized from $400,000,000 to $500,000,000 aggregate principal amount of the notes. All amounts and other information presented in the Preliminary Prospectus is deemed to have changed to the extent affected by such upsizing and the other information set forth herein.

Issuer:	TreeHouse Foods, Inc.
Principal Amount:	$500,000,000
Title of Securities:	4.000% Senior Notes due 2028
Maturity:	September 1, 2028
Offering Price:	100.000%
Coupon:	4.000%
Yield to Maturity:	4.000%
Interest Payment Dates:	Each March 1 and September 1, commencing March 1, 2021
Record Dates:	February 15 and August 15
Optional Redemption:	Make-whole call at T+50 until September 1, 2023.

On or after September 1, 2023 at the prices set forth below, plus accrued and unpaid interest, if redeemed during the twelve month period beginning on September 1 of the years indicated below:

Year	Price
2023	102.000%
2024	101.000%
2025 and thereafter	100.000%

Equity Clawback: Up to 40% at 104% prior to September 1, 2023

Change of control: Putable at 101% of principal plus accrued interest

Joint Book-Running Managers: J.P. Morgan Securities LLC
BofA Securities, Inc.
Wells Fargo Securities, LLC
BMO Capital Markets Corp.

Co-Managers: Barclays Capital Inc.
Capital One Securities, Inc.
MUFG Securities Americas Inc.
PNC Capital Markets LLC
Rabo Securities USA, Inc.
TD Securities (USA) LLC
Truist Securities, Inc.

Trade Date: August 25, 2020

Other Relationships: An affiliate of BofA Securities, Inc. is the administrative agent under the Issuer's credit agreement, and affiliates of certain of the other underwriters are also lenders under the credit agreement. In addition, certain of the underwriters acted as underwriters for one or more of the Issuer's prior issuances of senior notes. An affiliate of Wells Fargo Securities, LLC is the trustee under the indenture that will govern the notes.

Settlement Date: September 9, 2020 (T+10)

The Issuer expects that delivery of the notes will be made against payment therefor on or about the tenth business day following the date of confirmation of orders with respect to the notes (this settlement cycle being referred to as "T+10"). Pursuant to Rule 15c6-1 under the Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes prior to the delivery of the notes will be required, by virtue of the fact that the notes initially will settle in T+10, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of notes who wish to trade notes on the date of pricing should consult their own advisors.

Minimum Denominations: Minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof

Net Proceeds:	Approximately $491.7 million, after deducting commissions payable to the Underwriters and estimated expenses of the offering.
CUSIP Number:	89469AAD6
ISIN Number:	US89469AAD63

The Issuer has filed a registration statement (including a prospectus) and a preliminary prospectus supplement with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement, the preliminary prospectus supplement and other documents the Issuer has filed with the SEC for more complete information about the Issuer and this offering. You may obtain these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the Issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling toll-free at (866) 803-9204.

SCHEDULE 4

Schedule of Issuer Free Writing Prospectuses included in the Disclosure Package

1. Term Sheet attached as Schedule 3 hereto

Exhibit 5.1

WINSTON & STRAWN LLP

North America Europe Asia

35 W. Wacker Drive
Chicago, IL 60601
T +1 312 558 5600
F +1 312 558 5700

August 27, 2020

TreeHouse Foods, Inc.
2021 Spring Road, Suite 600
Oak Brook, Illinois 60523

Re: Form S-3 Registration Statement (File No. 333-248399)

Ladies and Gentlemen:

We have acted as counsel to TreeHouse Foods, Inc., a Delaware corporation (the "Company"), and the Subsidiary Guarantors (as defined below) in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), of (i) the registration statement on Form S-3 (File No. 333-248399) (the "Registration Statement") filed with the Commission on August 25, 2020, relating to the offering from time to time, together or separately and in one or more series (if applicable), of an indeterminate amount of various securities of the Company, including senior notes, (ii) the prospectus dated August 25, 2020 forming a part of the Registration Statement (the "Base Prospectus"), (iii) the preliminary prospectus supplement in the form filed with the Commission pursuant to Rule 424(b) under the Securities Act on August 25, 2020 and (iv) the final prospectus supplement dated August 25, 2020 in the form filed with the Commission pursuant to Rule 424(b) under the Securities Act on August 26, 2020 (the "Prospectus Supplement" and together with the Base Prospectus, the "Prospectus") in connection with the offering by the Company of $500.0 million aggregate principal amount of 4.000% Senior Notes due 2028 (the "Notes") and the related guarantees thereof (the "Guarantees") by Bay Valley Foods, LLC, a Delaware limited liability company, Sturm Foods, Inc., a Wisconsin corporation, TreeHouse Foods Services, LLC, a Delaware limited liability company, Associated Brands, Inc., a New York corporation, S.T. Specialty Foods, Inc., a Minnesota corporation, TreeHouse Private Brands, Inc., a Missouri corporation, American Italian Pasta Co., a Delaware corporation, Linette Quality Chocolates, Inc., a Georgia corporation, Ralcorp Frozen Bakery Products, Inc., a Delaware corporation, Cottage Bakery, Inc., a California corporation, The Carriage House Companies, Inc., a Delaware corporation, Protenergy Holdings, Inc., a Delaware corporation, and Protenergy Natural Foods, Inc., a Delaware corporation (collectively, the "Subsidiary Guarantors"). The Notes and the Guarantees will be sold pursuant to the Underwriting Agreement, dated August 25, 2020 (the "Underwriting Agreement"), by and among the Company, the Subsidiary Guarantors and J.P. Morgan Securities LLC, as representative of the several underwriters named in Schedule 1 thereto.

This opinion letter is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

In rendering the opinion set forth below, we have examined and relied upon such certificates, corporate records, agreements, instruments and other documents that we considered

necessary or appropriate as a basis for the opinion, including the (i) Registration Statement, (ii) the Prospectus, (iii) the Indenture, dated as of March 2, 2010, by and among the Company, the Subsidiary Guarantors, and Wells Fargo Bank, N.A., as trustee (the "Base Indenture"), (iv) the Form of Indenture, filed as an exhibit to the Registration Statement (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), (v) the form of Notes and a specimen of the certificates representing the Notes and (vi) the Underwriting Agreement. In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents. We also have assumed the due authorization of such documents by all requisite action, corporate or otherwise, and the due execution and delivery of such documents by the Subsidiary Guarantors organized under the laws of Georgia, Missouri, Minnesota and Wisconsin. As to any facts material to this opinion that we did not independently establish or verify, we have relied upon oral or written statements and representations of officers and other representatives of the Company, the Subsidiary Guarantors and others.

Based upon the foregoing and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that the Notes, when issued and paid for in accordance with the Underwriting Agreement and the Indenture, will constitute legal, valid and binding obligations of the Company and the Guarantees will constitute legal, valid and binding obligations of the Subsidiary Guarantors, enforceable in accordance with their respective terms, except as may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other similar laws affecting the rights of creditors now or hereafter in effect, and equitable principles that may limit the right to specific enforcement of remedies.

The foregoing opinion is limited to the laws of the State of New York, the laws of the State of California, the General Corporation Law of the State of Delaware and the Limited Liability Company Act of the State of Delaware, including the statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the foregoing. We express no opinion with respect to any other laws, statutes, regulations or ordinances.

We hereby consent to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K filed with the Commission on August 27, 2020 and its incorporation by reference into the Registration Statement and to the reference to our firm under the caption "Validity of the Securities" in the Base Prospectus and "Legal Matters" in the Prospectus Supplement. In giving such consent, we do not concede that we are experts within the meaning of the Securities Act or the rules and regulations thereunder or that this consent is required by Section 7 of the Securities Act.

Very truly yours,

/s/ Winston & Strawn LLP

Exhibit 5.2

Fredrikson & BYRON, P.A.

August 27, 2020

TreeHouse Foods, Inc.
2021 Spring Road, Suite 600
Oak Brook, Illinois 60523

Ladies and Gentlemen:

We have acted as special counsel to S.T. Specialty Foods, Inc., a Minnesota corporation ("S.T. Foods"), in connection with the preparation and filing by TreeHouse Foods, Inc., a Delaware corporation (the "Company"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), of (i) the registration statement on Form S-3 (File No. 333-248399) filed with the Commission on August 25, 2020 (the "Registration Statement"), (ii) the base prospectus dated August 25, 2020 forming a part of the Registration Statement (the "Base Prospectus"), (iii) the preliminary prospectus supplement filed pursuant to Rule 424(b) under the Securities Act on August 25, 2020 and (iv) the final prospectus supplement dated August 25, 2020 in the form filed with the Commission pursuant to Rule 424(b) under the Securities Act on August 26, 2020 (the "Prospectus Supplement" and together with the Base Prospectus, the "Prospectus") in connection with the offering by the Company of $500,000,000 aggregate principal amount of 4.000% Senior Notes due 2028 (the "Notes") and the related guarantees thereof (each a "Guarantee" and collectively, the "Guarantees") by S.T. Foods, Bay Valley Foods, LLC, a Delaware limited liability company, Sturm Foods, Inc., a Wisconsin corporation, TreeHouse Foods Services, LLC, a Delaware limited liability company, Associated Brands, Inc., a New York corporation, TreeHouse Private Brands, Inc., a Missouri corporation, American Italian Pasta Co., a Delaware corporation, Linette Quality Chocolates, Inc., a Georgia corporation, Ralcorp Frozen Bakery Products, Inc., a Delaware corporation, Cottage Bakery, Inc., a California corporation, The Carriage House Companies, Inc., a Delaware corporation, Protenergy Holdings, Inc., a Delaware corporation, Protenergy Natural Foods, Inc., a Delaware corporation (collectively, the "Subsidiary Guarantors"). We have been further informed that the Notes will be sold pursuant to an Underwriting Agreement, dated August 25, 2020 (the "Underwriting Agreement"), by and among the Company, the Subsidiary Guarantors, and J.P. Morgan Securities LLC, as representative of the several underwriters named in Schedule 1 thereto (the "Underwriters").

We are members of the Bar of the State of Minnesota. Our opinions set forth below are limited to the Minnesota Business Corporation Act, as in effect on the date hereof (the "MBCA"). We have not considered, and do not express any opinion as to the effect of, any laws other than the MBCA. Without limiting the generality of the foregoing limitations (and without expanding in any way any of the opinions that are set forth in this letter), we express no opinion regarding the legality, validity, binding effect or enforceability of the Guarantee, any other securities, or any other agreement or document.

In rendering the opinions set forth below, we have examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of the following: (i) the Second Amended and Restated Articles of Incorporation of S.T. Foods, as in effect on the date hereof; (ii) the Amended and Restated Bylaws of S.T. Foods, as in effect on the date hereof; (iii) the Registration Statement; (iv) the Prospectus; (v) the Indenture, dated as of March 2, 2010, by and among the Company, the Subsidiary Guarantors, and Wells Fargo Bank, N.A., as trustee (the "Base Indenture"), (vi) the Form of Indenture, filed as an exhibit to the Registration Statement (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), and (vii) a Certificate of Good Standing relating

to S.T. Foods as issued on August 21, 2020, by the Office of the Minnesota Secretary of State (the "Minnesota Good Standing Certificate"). We have also examined originals, or copies certified to our satisfaction, of such corporate records of S.T. Foods and other instruments, certificates of public officials and representatives of S.T. Foods and other documents as we have deemed necessary as a basis for the opinions hereinafter expressed. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with the originals of all documents submitted to us as copies. As to certain facts material to this opinion letter, we have relied without independent verification upon oral and written statements and representations of officers and other representatives of S.T. Foods.

On the basis of the foregoing, we are of the opinion that:

1. S.T. Foods is a corporation validly existing and in good standing under the laws of the State of Minnesota.

2. S.T. Foods has the requisite corporate power under the laws of the State of Minnesota to execute, deliver and perform the Guarantee.

The opinions expressed herein are subject in all respects to the following additional assumptions, qualifications, limitations, conditions and exclusions:

1. We express no opinion as to any securities other than the Guarantee. With respect to the Guarantee, we express no opinion as to enforceability.

2. In rendering the opinion set forth in Paragraph 1 above, we have relied solely upon the Minnesota Good Standing Certificate.

3. We have assumed that the terms of the Guarantee and the Notes and of their issuance and sale, as applicable, will be duly established in conformity with the Indenture and reflected in appropriate documentation and, if applicable, executed and delivered by each party thereto, so as not to violate, conflict with or constitute or result in a breach under (a) any applicable law or public policy, (b) the organizational documents of the issuer thereof (other than the organizational documents of S.T. Foods with respect to the Guarantee), or (c) any agreement or instrument binding upon such issuer, and so as to comply with any requirement or restrictions imposed by any court or governmental body having jurisdiction over such issuer or applicable law or public policy.

4. With respect to the Guarantee, we have assumed that S.T. Foods currently is, and at the time of the issuance of the Guarantee will be, a direct or indirect wholly-owned subsidiary of the Company and will receive adequate and sufficient consideration therefor, and such Guarantee will constitute valid and legally binding obligations of S.T. Foods enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

This opinion is rendered as of the date hereof, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or any subsequent changes in applicable law that may come to our attention.

This opinion has been prepared solely in connection with the offer, issuance and sale of the Notes and the Guarantee pursuant to the terms of the Underwriting Agreement and should not be quoted in whole or in part or otherwise be referred to, nor filed with or furnished to any governmental agency or other person or entity, or used by any other person or for any other purpose, without our prior written consent.

We hereby consent to the filing of copies of this opinion as an exhibit to the Current Report on Form 8-K related to the issuance and sale of the Notes and the Guarantee and to the reference to us as local counsel under the heading "Legal Matters" in the Prospectus Supplement and "Validity of the Securities" included in the Base Prospectus. In addition, we consent to Winston & Strawn LLP's reliance as to matters of Minnesota law upon this opinion letter in connection with the rendering of its opinion of even date herewith concerning the Guarantee, but only to the extent of the opinions specifically set forth herein. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act and the rules and regulations thereunder.

Very truly yours,

FREDRIKSON & BYRON, P.A.

By: /s/ Melodie Rose
Its: Vice President

Exhibit 5.3

ATTORNEYS AT LAW

777 EAST WISCONSIN AVENUE
MILWAUKEE, WI 53202-5398
414.297.5619 TEL
414.297.4900 FAX
www.foley.com

August 27, 2020

TreeHouse Foods, Inc.
2021 Spring Road, Suite 600
Oak Brook, Illinois 60523

Re: Form S-3 Registration Statement (File No. 333-248399)

Ladies and Gentlemen:

We have acted as special counsel to Sturm Foods, Inc., a Wisconsin corporation ("Sturm"), in connection with the preparation and filing by TreeHouse Foods, Inc., a Delaware corporation (the "Company"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), of (i) the registration statement on Form S-3 (File No. 333-248399) (the "Registration Statement") filed with the Commission on August 25, 2020, (ii) the base prospectus dated August 25, 2020 forming a part of the Registration Statement (the "Base Prospectus"), (iii) the preliminary prospectus supplement filed pursuant to Rule 424(b) under the Securities Act on August 25, 2020 and (iv) the final prospectus supplement dated August 25, 2020 in the form filed with the Commission pursuant to Rule 424(b) under the Securities Act on August 26, 2020 (the "Prospectus Supplement" and together with the Base Prospectus, the "Prospectus") in connection with the offering by the Company of $500,000,000 aggregate principal amount of 4.000% Senior Notes due 2028 (the "Notes") and the related guarantees thereof (each a "Guarantee" and collectively, the "Guarantees") by Sturm, Bay Valley Foods, LLC, a Delaware limited liability company ("BVF"), TreeHouse Foods Services, LLC, a Delaware limited liability company ("TreeHouse Foods Services"), Associated Brands, Inc., a New York corporation ("Associated Brands"), S.T. Specialty Foods, Inc., a Minnesota corporation ("S.T. Foods"), TreeHouse Private Brands, Inc., a Missouri corporation ("Private Brands"), American Italian Pasta Co., a Delaware corporation ("American Italian"), Linette Quality Chocolates, Inc., a Georgia corporation ("Linette"), Ralcorp Frozen Bakery Products, Inc., a Delaware corporation ("Ralcorp"), Cottage Bakery, Inc., a California corporation ("Cottage Bakery"), The Carriage House Companies, Inc., a Delaware corporation ("Carriage House"), Protenergy Holdings, Inc., a Delaware corporation ("Protenergy"), and Protenergy Natural Foods, Inc., a Delaware corporation ("Protenergy Natural") (collectively, the "Subsidiary Guarantors"). The Notes and the Guarantees will be issued pursuant to the Indenture, dated as of March 2, 2010 (the "Base Indenture"), as amended and supplemented to the date hereof, by and among the Company, the Subsidiary Guarantors party thereto and Wells Fargo Bank, National Association, as trustee (the "Trustee"), and as further amended and supplemented by a supplemental indenture in the Form of Indenture, filed as an exhibit to the Registration Statement (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), and sold pursuant to the Underwriting Agreement, dated August 25, 2020 (the "Underwriting Agreement"), by and among the Company, the Subsidiary Guarantors and J.P. Morgan Securities LLC, as representative of the several underwriters named in Schedule 1 thereto.

We are members of the Bar of the State of Wisconsin, and we have not considered, and do not express any opinion as to, the laws of any jurisdiction other than the Wisconsin Business Corporation Law as in effect on the date hereof and we do not express any opinion as to the effect of any other laws on the opinion stated herein. Without limiting the generality of the foregoing limitations (and without expanding in any way any of the opinions that are set forth in this letter), we express no opinion regarding the legality, validity, binding effect or enforceability of the Guarantees or any other agreement or document.

This opinion letter is being delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Securities Act.

In rendering the opinions set forth below, we have examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of, (i) the articles of incorporation of Sturm, as in effect on the date hereof, (ii) the Third Amended and Restated Bylaws of Sturm, as in effect on the date hereof, (iii) the Registration Statement, (iv) the Prospectus (v) the Indenture, (vi) the Underwriting Agreement and (vii) the Guarantee of Sturm. We have also examined originals, or copies certified to our satisfaction, of such corporate records of Sturm and other instruments, certificates of public officials and representatives of Sturm and other documents as we have deemed necessary as a basis for the opinions hereinafter expressed. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with the originals of all documents submitted to us as copies. We have also assumed that each of the Company, BVF, Private Brands, Associated Brands, American Italian, Linette, Ralcorp, Cottage Bakery, Carriage House, Protenergy, Protenergy Natural and S.T. Foods is and will remain duly organized, validly existing and in good standing under applicable state law.

On the basis of the foregoing, and subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that:

1 Sturm is a corporation validly existing under the laws of the State of Wisconsin, has filed its most recent required annual report and has not filed articles of dissolution with the Wisconsin Department of Financial Institutions.

2 Sturm has the corporate power to enter into, and perform its obligations under, the Guarantee.

The opinions expressed herein are subject in all respects to the following additional assumptions, qualifications, limitations, conditions and exclusions:

1. We express no opinion as to any document or agreement other than the Guarantee. We express no opinion as to the validity, binding effect or enforceability of the Guarantee.

2. In rendering the opinions set forth in Paragraph 1 above, we have relied solely upon a certificate of the Wisconsin Department of Financial Institutions dated August 21, 2020.

3. With respect to the Guarantee, we have assumed that Sturm will receive adequate and sufficient consideration therefor, and the Guarantee will constitute valid and legally binding obligations of Sturm enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent or voidable transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

This opinion is rendered as of the date hereof, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or any subsequent changes in applicable law that may come to our attention, and we have assumed that no change in the facts stated or assumed herein or in applicable law after the date hereof will affect adversely our ability to

render an opinion letter after the date hereof (i) containing the same legal conclusions set forth herein and (ii) subject only to such (or fewer) assumptions, limitations and qualifications as are contained herein.

This opinion has been prepared solely for your use and should not be quoted in whole or in part or otherwise be referred to, nor filed with or furnished to any governmental agency or other person or entity, or used, without our prior written consent.

We hereby consent to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K filed with the Commission on August 27, 2020 and its incorporation by reference into the Registration Statement and to the reference to our firm under the heading "Validity of the Securities" in the Base Prospectus and "Legal Matters" in the Prospectus Supplement. In giving such consent, we do not concede that we are experts within the meaning of the Securities Act or the rules and regulations thereunder or that this consent is required by Section 7 of the Securities Act. In addition, we consent to Winston & Strawn LLP's reliance as to matters of Wisconsin law upon this opinion letter in connection with the rendering of its opinion of even date herewith concerning the Guarantees, but only to the extent of the opinions specifically set forth herein. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act and the rules and regulations thereunder.

Very truly yours,

/s/ Foley & Lardner LLP

FOLEY & LARDNER LLP

Exhibit 5.4

File No. .1

August 27, 2020

TreeHouse Foods, Inc.
2021 Spring Road, Suite 600
Oak Brook, Illinois 60523

Re: Registration Statement on Form S-3 (File No. 333-248399)

Ladies and Gentlemen:

We have acted as special local counsel with respect to the laws of the State of Missouri to TreeHouse Foods, Inc., a Delaware corporation (the "Issuer"), and its Missouri subsidiary, TreeHouse Private Brands, Inc. (the "Missouri Guarantor") in connection with the filing with the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Act"), of (i) a short form Registration Statement on Form S-3 (File No. 333-248399) filed with the SEC on August 25, 2020 (the "Registration Statement"), (ii) the base prospectus dated August 25, 2020 forming part of the Registration Statement (the "Base Prospectus"), (iii) the preliminary prospectus supplement filed pursuant to Rule 424(b) under the Securities Act on August 25, 2020 and (iv) the final prospectus supplement dated August 25, 2020 in the form filed with the SEC pursuant to Rule 424(b) under the Securities Act on August 26, 2020 (the "Prospectus Supplement" and together with the Base Prospectus, the "Prospectus") in connection to the offering by the Issuer of $500,000,000 aggregate principal amount of 4.000% Senior Notes due 2028 (the "Notes") and the related guarantees thereof (each a "Guarantee" and collectively, the "Guarantees") by the Missouri Guarantor, S.T. Foods, Bay Valley Foods, LLC, a Delaware limited liability company, Sturm Foods, Inc., a Wisconsin corporation, TreeHouse Foods Services, LLC, a Delaware limited liability company, Associated Brands, Inc., a New York corporation, American Italian Pasta Co., a Delaware corporation, Linette Quality Chocolates, Inc., a Georgia corporation, Ralcorp Frozen Bakery Products, Inc., a Delaware corporation, Cottage Bakery, Inc., a California corporation, The Carriage House Companies, Inc., a Delaware corporation, Protenergy Holdings, Inc., a Delaware corporation, Protenergy Natural Foods, Inc., a Delaware corporation (collectively, the "Subsidiary Guarantors"). We have been further informed that the Notes will be sold pursuant to an Underwriting Agreement, dated August 25, 2020 (the "Underwriting Agreement"), by and among the Issuer, the Subsidiary Guarantors, and J.P. Morgan Securities LLC, as representative of the several underwriters named in Schedule 1 thereto (the "Underwriters").

In connection with this opinion, we have examined the following documents:

i. the Indenture, dated as of March 2, 2010, by and among the Company, the Subsidiary Guarantors, and Wells Fargo Bank, N.A., as trustee (the "Base Indenture"),

ii. the Form of Indenture, filed as an exhibit to the Registration Statement (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"),

iii. the Registration Statement,

iv. the Prospectus,

v. photocopies of the articles of incorporation and bylaws of the Missouri Guarantor as amended or amended and restated from time to time, certified as being complete, true and correct by the secretary of the Missouri Guarantor (collectively, the "Organizational Documents");

vi. a certificate issued by the Missouri Secretary of State, dated August 21, 2020, relating to the good standing of the Missouri Guarantor in the State of Missouri; and

vii. originals or copies of such other corporate documents and records of the Missouri Guarantor and certificates of officers of the Missouri Guarantor as we have deemed necessary as a basis for the opinions expressed herein.

In such examination, we have assumed the genuineness of all signatures, the legal competency of each individual executing any such documents, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies of originals and the authenticity of the originals of such copies. As to all factual matters material to the opinions expressed herein, we have (with your permission and without any investigation or independent verification) relied upon, and assumed the accuracy and completeness of, such certificates and corporate documents and records and the statements of fact and representations and warranties contained in the documents and instruments examined by us.

Based solely upon the foregoing and subject to the assumptions, comments, qualifications and other matters set forth herein, we are of the opinion that (subject to compliance with the pertinent provisions of the Act and, with respect to the Indentures and the Guarantees, the Trust Indenture Act of 1939, as amended, and to compliance with such securities or "blue sky" laws of any jurisdiction as may be applicable, as to which we express no opinion):

1. The Missouri Guarantor is validly existing under the laws of the State of Missouri.

2. The execution and delivery by the Missouri Guarantor of the Guarantee and the consummation by the Missouri Guarantor of its obligations thereunder are within the Missouri Guarantor's power and authority.

In rendering this opinion we have made no examination of and express no opinion with respect to (i) the characterization of the Notes or the Guarantees under tax laws and regulations or the tax liabilities of the parties with respect thereto, (ii) matters of anti-trust laws, (iii) matters relating to the statutes and ordinances, the administrative decisions, and the rules and regulations of counties, towns, municipalities and special political subdivisions (whether created or enabled through legislative action at the federal, state or regional level), and similar matters of local law, and judicial decisions to the extent that they deal with any of the foregoing, (iv) matters of securities laws, including, without limitation, any blue sky laws, (v) compliance with applicable antifraud statutes, rules or regulations, (vi) matters of anti-money laundering laws, or (vii) insolvency (including, without limitation, all laws relating to fraudulent transfer or conveyance), pension, employee benefit, environmental, intellectual property, banking, insurance, labor, health or safety laws, as well as the Dodd-Frank Wall Street Reform and Consumer Protection Act or any

rules or regulations thereunder. Without limiting the foregoing, no opinion is expressed herein with respect to (a) the qualification of the Notes or the Guarantees under the securities or blue sky laws of any federal, state or any foreign jurisdiction, or (b) the compliance with any federal or state law, rule or regulation relating to securities, or to the sale or issuance thereof.

Under Section 351.385(7) of the Missouri Revised Statutes ("RSMo."), a Missouri corporation has the power "[t]o make contracts and guarantees . . ." Section 7 of Article 11 of the Missouri Constitution, however, states: "No corporation shall issue stock, or bonds or other obligations for the payment of money, except for money paid, labor done or property actually received; and all fictitious issues or increases of stock or indebtedness shall be void; provided, that no such issue or increase made for valid bona fide antecedent debts shall be deemed fictitious or void." RSMo. § 351.160.1 contains identical language. We are unaware of any published opinions interpreting the effect of the language of the Missouri Constitution or RSMo. § 351.160.1 on a guarantee given by a Missouri corporation. Consequently, our opinion is qualified to the degree that the Law of the State restricts the Missouri Guarantor's power and authority to grant the Guarantee provided for in the Indenture or to perform its obligations thereunder.

The opinions expressed herein are limited to the substantive laws of the State of Missouri. The opinions expressed herein with respect to the existence of the Missouri Guarantor in the State of Missouri are based solely upon the certificates of good standing reviewed by us.

We consent to your filing this opinion as an exhibit to the Current Report on Form 8-K related to the issuance and sale of the Notes and the Guarantee and the reference to our firm as local counsel under the caption "Legal Matters" in the Prospectus Supplement and "Validity of the Securities" in the Base Prospectus. In giving such consent, we do not hereby admit that we are included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the SEC promulgated thereunder.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matter. The opinions expressed herein are rendered as of the date hereof and are subject to, and may be limited by, future changes in factual matters, including, without limitation, amendments to the Organizational Documents after the date hereof. We do not undertake to advise you of matters that may come to our attention subsequent to the date hereof and that may affect the opinions expressed herein, including without limitation, future changes in factual matters or applicable law. This letter is our opinion as to certain legal conclusions as specifically set forth herein and is not and should not be deemed to be a representation or opinion as to any factual matters. The opinions expressed herein may not be quoted in whole or in part or otherwise used or referred to in connection with any other transactions.

Very truly yours,

/s/ SPENCER FANE LLP

Exhibit 5.5

Troutman Pepper Hamilton Sanders LLP
600 Peachtree Street NE, Suite 3000
Atlanta, GA 30308-2216

troutman.com

August 27, 2020

Linette Quality Chocolates, Inc.
26 Cook Street
Billerica, Massachusetts 01821

Treehouse Foods, Inc.
2021 Spring Road, Suite 600
Oak Brook, Illinois 60523

Re: Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as special Georgia counsel to Linette Quality Chocolates, Inc., a Georgia corporation (the "***Georgia Guarantor***"), in connection with (i) the filing of that certain registration statement on Form S-3 (File No. 333-248399) on August 25, 2020 (the "***Registration Statement***") by Treehouse Foods, Inc., a Delaware corporation (the "***Company***"), the Georgia Guarantor and the other registrants named therein, with the Securities and Exchange Commission (the "***Commission***") under the Securities Act of 1933, as amended (the "***Securities Act***"), and (ii) the offer and sale by the Company of its 4.000% Senior Notes due 2028 in the aggregate principal amount of $500,000,000 (the "***Notes***") and the related guarantee thereof by the Georgia Guarantor (the "***Guarantee***"), pursuant to the Company's prospectus, dated August 25, 2020 (the "***Base Prospectus***") included in the Registration Statement, and the related preliminary prospectus supplement, dated August 25, 2020, and the related final prospectus supplement, dated August 25, 2020 (collectively, the ***"Prospectus Supplement***" and, together with the Base Prospectus, the "***Prospectus***"), which Notes and Guarantee are being issued and sold pursuant to the Underwriting Agreement, dated August 25, 2020 (the "***Underwriting Agreement***"), by and between the Company, J.P. Morgan Securities LLC, as representative of the several underwriters named in Schedule I of the Underwriting Agreement. The Notes and the Guarantee will be issued pursuant to an indenture, dated as of March 2, 2010, and as supplemented by a supplemental indenture, to be dated as of September 9, 2020 (collectively, the "***Indenture***"), by and among the Company, the Georgia Guarantor, the other subsidiary guarantors party thereto and Wells Fargo Bank, National Association, as trustee (the "***Trustee***").

In our capacity as counsel to the Guarantor, we have examined the Registration Statement, the Prospectus and a form of the documents referred to in the Prospectus. We also have examined originals, or duplicates or conformed copies, of such documents, corporate records, agreements and other instruments, and have made such other investigations, as we have deemed relevant and necessary for purposes of the opinions hereinafter set forth. As to questions of fact material to this opinion letter, we have relied upon certificates or comparable

documents of public officials and upon oral or written statements and representations of officers and representatives of the Guarantor and the Company. During the course of such examination and review, and in connection with furnishing the opinions set forth below, we have assumed the accuracy and completeness of all documents and records that we have reviewed, the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of the documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as certified, conformed or reproduced copies.

To the extent that the obligations of the Guarantor under the Notes and the Guarantee may be dependent upon such matters, we assume for purposes of this opinion letter that, when the Indenture is entered into, (i) the Trustee will be duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and duly qualified to engage in the activities contemplated by the Indenture; (ii) the Indenture will have been duly authorized, executed and delivered by, and constitutes the legal, valid and binding obligation of, the Trustee, enforceable against the Trustee in accordance with its terms; (iii) the Trustee will be in compliance, generally and with respect to acting as a trustee under the Indenture, with all applicable laws and regulations; (iv) the Trustee will have the requisite organizational and legal power and authority to perform its obligations under the Indenture; and (v) the global note No. representing the Notes (the "***Global Note***") will be duly authenticated by the Trustee in the manner provided in the Indenture.

Based upon the foregoing, and subject to the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that:

(i) The Georgia Guarantor is a corporation validly existing under the laws of the State of Georgia.

(ii) The Guarantee has been authorized by all necessary corporate action on the part of the Guarantor and, when the Guarantee is executed by the Guarantor and delivered in the manner contemplated by the Underwriting Agreement and the Indenture, and when the Global Note is executed by the Company and authenticated by the Trustee in accordance with the provisions of the Indenture and delivered and paid for as provided in the Underwriting Agreement, the Guarantee will be the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms.

The opinions provided above are subject to the following exceptions, limitations and qualifications: (i) the effect of bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally; and (ii) general principles of equity, whether considered in a proceeding at law or in equity.

Our examination of matters of law in connection with the opinions expressed herein has been limited to, and accordingly our opinions expressed herein are limited to, the federal law of the United States of America and the laws of the State of Georgia. We express no opinion with respect to the laws of any other jurisdiction.

This opinion is given as of the date hereof, and we assume no obligation to advise you after the date hereof of facts or circumstances that come to our attention or changes in law that occur that could affect the opinions contained herein.

This opinion letter is being furnished in connection with the offer and sale of the Notes and the Guarantee pursuant to the registration requirements of the Securities Act of 1933, as amended (the "***Securities Act***"). We hereby consent to your filing this opinion as an exhibit to the Company's Current Report on Form 8-K, dated August 27, 2020, which is incorporated by reference in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Troutman Pepper Hamilton Sanders LLP

Troutman Pepper Hamilton Sanders LLP

Exhibit 99.1

NEWS RELEASE

Contact: Investor Relations
708.483.1300 Ext 1331

TreeHouse Announces Offering of Senior Notes due 2028

OAK BROOK, Ill., August 25, 2020 —TreeHouse Foods, Inc. (NYSE: THS) ("TreeHouse") announced today that it intends to offer, subject to market and other conditions, $400 million in aggregate principal amount of senior unsecured notes due 2028 (the "Notes") in an underwritten public offering. It is expected that the Notes will be guaranteed, with certain exceptions, by TreeHouse's existing and future U.S. subsidiaries on a senior unsecured basis.

TreeHouse expects to use the net proceeds from the offering of the Notes (i) to fund the redemption of all of the $375.9 million outstanding principal amount of its 4.875% senior notes due 2022 (the "2022 Notes") at a price of 100% of the principal amount, plus accrued and unpaid interest to, but not including, the redemption date (the "2022 Notes Redemption") and (ii) to pay transaction-related fees and expenses of the 2022 Notes Redemption. Any remaining net proceeds will be used for general corporate purposes. The offering of the Notes is not contingent upon the 2022 Notes Redemption.

J.P. Morgan Securities LLC, BofA Securities, Inc., Wells Fargo Securities, LLC and BMO Capital Markets Corp. are acting as joint book-running managers for the Notes offering. TreeHouse is making this offering pursuant to a shelf registration that became effective upon filing with the Securities and Exchange Commission (the "SEC") on August 25, 2020. This offering will be made solely by means of a prospectus and accompanying prospectus supplement, copies of which may be obtained from J.P. Morgan Securities LLC, c/o Broadridge Financial Solutions, Attn: Prospectus Department, 1155 Long Island Avenue, Edgewood, NY 11717 (or by telephone at 1-866-803-9204), BofA Securities, Inc., NC1-004-03-43, 200 North College Street, 3rd Floor, Charlotte, NC 28255-0001, Attention: Prospectus Department (or by email at dg.prospectus_requests@bofa.com), Wells Fargo Securities, LLC, 550 S. Tryon Street, 5th Floor, Charlotte, NC 28202, Attention: Leveraged Syndicate (or by email at IBCMDCMLSHYLeveragedSyndicate@wellsfargo.com or by fax at 1-704-410-4874 with such fax to be confirmed by telephone at 1-704-410-4885) or BMO Capital Markets Corp. by telephone at 1-646-957-2296, or through the SEC website at www.sec.gov.

This press release does not constitute an offer to sell, or the solicitation of an offer to buy, the Notes or any other security and shall not constitute an offer, solicitation or sale in any jurisdiction in which, or to any person to whom, such an offer, solicitation or sale is unlawful, nor does this press release constitute a notice of redemption under the optional redemption provisions of the indenture governing the 2022 Notes.

ABOUT TREEHOUSE FOODS, INC.

TreeHouse Foods, Inc. is a leading manufacturer and distributor of private label packaged foods and beverages in North America. We have 36 production facilities across North America and two in Italy, and our vision is to be the undisputed solutions leader for custom brands for our customers. Our extensive product portfolio includes snacking, beverages, and meal preparation products, available in shelf stable, refrigerated, frozen, and fresh formats. We have a comprehensive offering of packaging formats and flavor profiles, and we also offer clean label, organic, and preservative-free ingredients across almost our entire portfolio. Our purpose is to make high quality food and beverages affordable to all.

CAUTION REGARDING FORWARD-LOOKING STATEMENTS

This press release contains "forward-looking" statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, but not limited to, our expectation regarding the aggregate principal amount of notes to be sold and the intended use of proceeds from the offering. 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: risks related to the impact of the recent COVID-19 outbreak on our business, suppliers, consumers, customers and employees; the success of our restructuring programs, our level of indebtedness and related obligations; disruptions in the financial markets; interest rates; changes in foreign currency exchange rates; customer concentration and consolidation; raw material and commodity costs; competition; disruptions or inefficiencies in our supply chain and/or operations, including from the recent COVID-19 outbreak; our ability to continue to make acquisitions in accordance with our business strategy; changes and developments affecting our industry, including consumer preferences; the outcome of litigation and regulatory proceedings to which we may be a party; product recalls; changes in laws and regulations applicable to us; disruptions in or failures of our information technology systems; labor strikes or work stoppages; and other risks that are set forth in the Risk Factors section, of our Annual Report on Form 10-K for the year ended December 31, 2019, in our Quarter Reports on Form 10-Q for the quarters ended March 31, 2020 and June 30, 2020 and from time to time in our filings with the SEC. 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.

NEWS RELEASE

Contact: Investor Relations
708.483.1300 Ext 1331

TreeHouse Announces Pricing of $500 Million Aggregate Principal Amount of Senior Notes Due 2028

OAK BROOK, Ill., August 25, 2020 — TreeHouse Foods, Inc. (NYSE: THS) ("TreeHouse") announced today the pricing of its $500 million in aggregate principal amount of 4.000% senior unsecured notes due 2028 (the "Notes") in an underwritten public offering at an issue price of 100.000%. The offering has been upsized from the previously announced amount of $400 million. The Notes will pay interest at the rate of 4.000% per annum and mature on September 1, 2028. The Notes will be guaranteed, with certain exceptions, by TreeHouse's existing and future U.S. subsidiaries on a senior unsecured basis. The offering of the Notes is expected to close on September 9, 2020, subject to customary closing conditions.

TreeHouse expects to use the net proceeds from the offering of the Notes (i) to fund the redemption of all of the $375.9 million outstanding principal amount of its 4.875% senior notes due 2022 (the "2022 Notes") at a price of 100% of the principal amount, plus accrued and unpaid interest to, but not including, the redemption date (the "2022 Notes Redemption"), (ii) to pay transaction-related fees and expenses of the 2022 Notes Redemption and (iii) for general corporate purposes. The offering of the Notes is not contingent upon the 2022 Notes Redemption.

J.P. Morgan Securities LLC, BofA Securities, Inc., Wells Fargo Securities, LLC and BMO Capital Markets Corp. are acting as joint book-running managers for the Notes offering. TreeHouse is making this offering pursuant to a shelf registration that became effective upon filing with the Securities and Exchange Commission (the "SEC") on August 25, 2020. This offering will be made solely by means of a prospectus and accompanying prospectus supplement, copies of which may be obtained from J.P. Morgan Securities LLC, c/o Broadridge Financial Solutions, Attn: Prospectus Department, 1155 Long Island Avenue, Edgewood, NY 11717 (or by telephone at 1-866-803-9204), BofA Securities, Inc., NC1-004-03-43, 200 North College Street, 3rd floor, Charlotte, NC 28255-0001, Attention: Prospectus Department (or by email at dg.prospectus_requests@bofa.com), Wells Fargo Securities, LLC, 550 S. Tryon Street, 5th Floor, Charlotte, NC 28202, Attention: Leveraged Syndicate (or by email at IBCMDCMLSHYLeveragedSyndicate@wellsfargo.com or by fax at 1-704-410-4874 with such fax to be confirmed by telephone at 1-704-410-4885) or BMO Capital Markets Corp. by telephone at 1-646-957-2296, or through the SEC website at www.sec.gov.

This press release does not constitute an offer to sell, or the solicitation of an offer to buy, the Notes or any other security and shall not constitute an offer, solicitation or sale in any jurisdiction in which, or to any person to whom, such an offer, solicitation or sale is unlawful, nor does this press release constitute a notice of redemption under the optional redemption provisions of the indenture governing the 2022 Notes.

ABOUT TREEHOUSE FOODS

TreeHouse Foods, Inc. is a leading manufacturer and distributor of private label packaged foods and beverages in North America. We have 36 production facilities across North America and two in Italy, and our vision is to be the undisputed solutions leader for custom brands for our customers. Our extensive product portfolio includes snacking, beverages, and meal preparation products, available in shelf stable, refrigerated, frozen, and fresh formats. We have a comprehensive offering of packaging formats and flavor profiles, and we also offer clean label, organic, and preservative-free ingredients across almost our entire portfolio. Our purpose is to make high quality food and beverages affordable to all.

FORWARD-LOOKING STATEMENTS

This press release contains "forward-looking" statements within the meaning of the Private Securities Litigation Reform Act of 1995, including, but not limited to, our intention to consummate the offering and issuance of the notes, our expectation regarding the aggregate principal amount of notes to be sold and the intended use of proceeds from the offering. 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: risks related to the impact of the recent COVID-19 outbreak on our business, suppliers, consumers, customers and employees; the success of our restructuring programs, our level of indebtedness and related obligations; disruptions in the financial markets; interest rates; changes in foreign currency exchange rates; customer concentration and consolidation; raw material and commodity costs; competition; disruptions or inefficiencies in our supply chain and/or operations, including from the recent COVID-19 outbreak; our ability to continue to make acquisitions in accordance with our business strategy; changes and developments affecting our industry, including consumer preferences; the outcome of litigation and regulatory proceedings to which we may be a party; product recalls; changes in laws and regulations applicable to us; disruptions in or failures of our information technology systems; labor strikes or work stoppages; and other risks that are set forth in the Risk Factors section, of our Annual Report on Form 10-K for the year ended December 31, 2019, in our Quarter Reports on Form 10-Q for the quarters ended March 31, 2020 and June 30, 2020 and from time to time in our filings with the SEC. 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.