
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT PURSUANT
TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): November 5, 2008

TREEHOUSE FOODS, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-32504
(Commission
File Number)

20-2311383
(IRS Employer
Identification No.)

Two Westbrook Corporate Center, Suite 1070
Westchester, IL
(Address of Principal Executive Offices)

60154
(Zip Code)

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

(Former Name or Former Address, if Changed Since Last Report.) **Not applicable.**

Check the appropriate box below if the Form 8-K/A filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- ☐ 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))
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Item 1.01 Entry into a Material Definitive Agreement.

Employment Agreement Amendments

On November 5, 2008, the Board of Directors of TreeHouse Foods, Inc. (the “Company”), authorized First Amendments to the January 27, 2005 Employment Agreements between the Company and the following senior officers: Sam K. Reed, Thomas E. O’Neill, David B. Vermeylen and Harry J. Walsh (the “First Amendments”).

The First Amendments accomplish two things:

- Comply with Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) by: (A) providing that amounts payable upon a senior officer’s termination, pursuant to the January 27, 2005 Employment Agreements, shall be delayed six months, and (B) establishing compliant times and forms of payments for other compensation items subject to Code Section 409A (e.g., expense reimbursements, medical continuation, etc.); and
- Fully documenting in writing the terms, Section 409A compliant deferral rights, and conditions of the equity awards previously granted pursuant to the January 27, 2005 Employment Agreements (including Basic Restricted Stock, Supplemental Restricted Stock Units and Stock Options) and as subject to the provisions of the TreeHouse Foods, Inc. 2005 Long-Term Incentive Plan.

For more details, please refer to the executed First Amendments attached as Exhibits 10.1, 10.2, 10.3, and 10.4 respectively hereto, and incorporated herein by reference.

Employment Agreement

On November 7, 2008, Dennis F. Riordan entered into an employment agreement with the Company to continue to serve as its Senior Vice President and Chief Financial Officer. The employment agreement provides for a three-year term ending on the third anniversary of the commencement of employment, but also includes automatic one-year extensions absent written notice from either party of its intention not to extend the agreement.

Mr. Riordan is entitled to:

- base salary;
- an annual incentive award equal to not less than 60% of his base salary, payable, if at all, upon his and/or the Company’s achievement of the performance objectives, established by the Company’s Board of Directors;
- participation in any benefit plan maintained by the Company for its senior officers, including any life, medical, accident, or disability insurance plan, as well as any profit sharing, retirement, or deferred compensation or savings plan;
- reimbursement of reasonable expenses incurred during the performance of his duties to the Company; and
- indemnification against any loss or liability suffered in connection with performance of his duties.

The Company is entitled to terminate the employment agreement with or without cause. Mr. Riordan

is entitled to resign from his employment with or without good reason. However, his resignation for good reason following: (A) a reduction in base salary, (B) a material alteration in duties and responsibilities; or (C) for certain other specified reasons shall be considered an involuntary termination rather than a voluntary resignation. The employment agreement may also be terminated upon (I) death, (II) Disability (i.e., physical, mental or emotional incapacity resulting from injury, sickness or disease for a period of more than 4 consecutive months or an aggregate of 6 months in any 12 month period), or (III) Retirement (i.e., sum of Mr. Riordan's age and length of service with the Company is at least 62 and he has completed at least 5 years of service with the Company).

If the employment agreement is terminated either without cause by the Company or with good reason by Mr. Riordan, Mr. Riordan will be entitled to a severance payment equal to two times his then current annual base salary payable in a lump sum on the seventh-month anniversary of his termination plus two times any annual incentive award he would have been entitled to receive for the calendar year had he remained employed by the Company payable in a lump sum at the time all other executives are paid their incentive compensation related to the calendar year in question (the "Basic Payment"). If the employment agreement is terminated under the same circumstances as the immediately preceding sentence and within 24 months of a change of control of the Company, Mr. Riordan will be entitled, in lieu of the Basic Payment, to a severance payment equal to three times the sum of (1) his then current annual base salary, plus (2) his Target Incentive Compensation for such year of termination (assuming all targets have been met) with such amount being payable in a lump sum on the seventh month anniversary of his termination (the "Special Payment"). Finally, in the event of Mr. Riordan's termination without cause, for good reason or due to Disability, he will be entitled to continued participation in all medical, dental, hospitalization and life insurance coverage in which he was participating on the date of the termination of his employment until the earlier of: (a) the third anniversary of his termination of employment, (b) his death, or (c) the date, or dates, he receives equivalent coverage and benefits under the plans and programs of a subsequent employer.

Additionally, Mr. Riordan is subject to a covenant of confidentiality, a one-year covenant not to compete, and a one-year covenant not to solicit employees.

For more details, please refer to the executed employment agreement attached as Exhibit 10.5 hereto and incorporated herein by reference.

Benefit Plan Amendments

Additionally, on November 5, 2008, the Board of Directors of the Company further authorized amendments to the TreeHouse Foods, Inc. Executive Deferred Compensation Plan, the TreeHouse Supplemental Retirement Plan, the TreeHouse Foods, Inc. 2008 Incentive Plan, the Bay Valley Foods, 2008 Incentive Plan, and the TreeHouse Foods, Inc. Equity and Incentive Plan. On this date, the Board of Directors also authorized the amendment and restatement of the TreeHouse Foods, Inc. Executive Severance Plan.

The Board of Directors of the Company authorized the amendments and restatement in order to comply with Code Section 409A by:

- establishing compliant times and forms of payment for distributions under each of the plans; and
- with respect to the Executive Deferred Compensation Plan, reducing the small cash out amount in accordance with the final 409A regulations and providing for accelerated distributions for tax issues related to Code Section 409A.

For more details, please refer to the executed amendments attached as Exhibits 10.6, 10.7, 10.8, 10.9, 10.10 and 10.11 respectively hereto, and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits**

Exhibit No.	Description
10.1	First Amendment, executed November 7, 2008, to the Employment Agreement dated January 27, 2005, by and between TreeHouse Foods, Inc. and Sam K. Reed.
10.2	First Amendment, executed November 7, 2008, to the Employment Agreement dated January 27, 2005, by and between TreeHouse Foods, Inc. and Thomas E. O'Neill.
10.3	First Amendment, executed November 7, 2008, to the Employment Agreement dated January 27, 2005, by and between TreeHouse Foods, Inc. and David B. Vermeylen.
10.4	First Amendment, executed November 7, 2008, to the Employment Agreement dated January 27, 2005, by and between TreeHouse Foods, Inc. and Harry J. Walsh.
10.5	Employment Agreement, executed November 7, 2008, by and between TreeHouse Foods, Inc. and Dennis F. Riordan.
10.6	First Amendment, executed November 7, 2008, to the TreeHouse Foods, Inc. Executive Deferred Compensation Plan.
10.7	First Amendment, executed November 7, 2008, to the TreeHouse Supplemental Retirement Plan.
10.8	First Amendment, executed November 7, 2008, to the TreeHouse Foods, Inc. 2008 Incentive Plan.
10.9	First Amendment, executed November 7, 2008, to the Bay Valley Foods, 2008 Incentive Plan.
10.10	First Amendment, executed November 7, 2008, to the TreeHouse Foods, Inc. Equity and Incentive Plan.
10.11	Amended and Restated TreeHouse Foods, Inc. Executive Severance Plan.

SIGNATURES

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

TREEHOUSE FOODS, INC.

DATE: November 10, 2008

By: /s/ Thomas E. O'Neill
Thomas E. O'Neill
Senior Vice President, General Counsel, Chief
Administrative Office and officer duly authorized
to sign on behalf of the Registrant

EXHIBIT INDEX

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**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN SAM K. REED AND TREEHOUSE FOODS, INC.**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this “Amendment”) dated as of November 7, 2008, is between **TREEHOUSE FOODS, INC.**, a Delaware corporation (the “Company”), and **SAM K. REED** (the “Executive”).

WHEREAS, Executive’s original Employment Agreement dated January 27, 2005 (the “Agreement”) with the Company provides certain benefits which constitute nonqualified deferred compensation which is subject to Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, outside counsel has advised the Company that certain payments of benefits under the Agreement are not currently in compliance with Code Section 409A and are required to be amended for compliance;

WHEREAS, Section 6(e) of the Agreement provides that Executive’s Basic Restricted Stock (under Section 6(a) of the Agreement), Supplemental Restricted Stock Units (under Section 6(b) of the Agreement) and Stock Options (under Section 6(c) of the Agreement) (collectively referred to as the “Awards”) shall be subject to an award agreement and the Company acknowledges that Executive’s Agreement has been operating as such award agreements;

WHEREAS, the Company now desires to fully document the terms and conditions of the Awards and have the Agreement combined with this Amendment dually serve as the respective award agreement for the Awards; and

WHEREAS, pursuant to Section 10(k) of the Agreement, amendment can only be made to the Agreement pursuant to written consent of the Company and Executive.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the foregoing, it is mutually agreed that the Agreement is amended effective January 1, 2008, in the following particulars:

1. By adding the following new sentence immediately at the end of paragraph (b) of Section 4 of the Agreement as a part thereof:

“Such Incentive Compensation shall be paid at such time and in such manner as set forth in the relevant annual incentive compensation plan document.”

2. By deleting the last sentence of the last paragraph of paragraph (b) of Section 6 of the Agreement and substituting the following new sentence as a part thereof:

“The shares of Common Stock corresponding to any vested Supplemental Restricted Share Units, if any, shall be distributed to Executive no later than five (5) business days following the earlier to occur of (i) the fifth anniversary of the date of grant, or (ii) the sixth month anniversary of the date Executive’s employment with the Company terminates, unless the Executive elects (in a manner consistent with the applicable requirements of Sections 409A of the Internal Revenue Code (the “Code”)) to defer the date upon which the shares of Common Stock corresponding to the vested Supplemental Restricted Share Units shall be

distributed by filing the attached Exhibit A with the Compensation Committee of the Board of Directors of the Company.”

3. By deleting paragraph (e) of Section 6 of the Agreement in its entirety and inserting the following new paragraph (e) as a part thereof:

“(e) **Terms and Conditions of Awards** .

(i) **Definitions** .

(A) **Awards** . The term “Awards” shall collectively refer to the Executive’s Basic Restricted Stock (under Section 6(a) of the Agreement), Supplemental Restricted Stock Units (under Section 6(b) of the Agreement) and Stock Options (under Section 6(c) of the Agreement).

(B) **Plan** . The term “Plan” shall mean the TreeHouse Foods, Inc. Equity and Incentive Plan.

(C) **Qualifying Termination of Employment** . The term “Qualifying Termination of Employment” shall mean a termination of the Executive’s employment with the Company due to his death, a Termination due to Disability (as defined in Section 8(b) of the Agreement) a Termination due to Retirement (as defined in Section 8(d) of the Agreement), a Termination Without Cause (as defined in Section 8(c) of the Agreement) or a Termination for Good Reason (as defined in Section 8(d) of the Agreement).

(ii) **Vesting** . The Awards shall generally vest in accordance with the respective provisions of Section 6(a), 6(b) and 6(c), as applicable. Notwithstanding the foregoing:

(A) **Basic Restricted Stock and Supplemental Restricted Stock Units** .

(I) **Qualifying Termination of Employment** . In the event of the Executive’s termination of employment that is a Qualifying Termination of Employment, any unvested Basic Restricted Stock and Supplemental Restricted Stock Units on such date of termination shall continue to vest, if at all, in accordance with their terms on the same terms and conditions that would have applied if Executive’s employment had not terminated (including eventual expiration if they never vest). The shares of Common Stock corresponding to any Basic Restricted Stock that become vested in accordance with this Subclause (I) shall be distributed to Executive (or, in the case of Executive’s death, to Executive’s beneficiary) no later than five (5) business days after the date such vesting occurs. The shares of Common Stock corresponding to any Supplemental Restricted Stock Units that become vested after a Qualifying Termination shall be distributed to Executive (or, in the case of Executive’s death, to Executive’s beneficiary) in accordance with his Distribution Election Form for Supplemental Restricted Stock Units that is in effect on such termination date.

(II) **Exceptions to Qualifying Termination of Employment** . In the event the Executive's termination of employment occurs for any reason other than a Qualifying Termination of Employment pursuant to Subclause (I) immediately above, any unvested Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, on such date of termination shall be immediately forfeited and cancelled.

(III) **Change of Control** . In the event a Change of Control (as defined in Section 8(e)(viii) of the Agreement) and subject to Section 9(b) of the Plan, any unvested Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, on such date of such Change of Control shall be immediately and fully vested. The shares of Common Stock corresponding to any Basic Restricted Stock that become vested in accordance with this Subclause (III) shall be distributed to Executive (or, in the case of Executive's death, to Executive's beneficiary) no later than five (5) business days after the date such vesting occurs. The shares of Common

Stock corresponding to any Supplemental Restricted Stock Units that become vested after a Change of Control shall be distributed to Executive (or, in the case of Executive's death, to Executive's beneficiary) in accordance with his Distribution Election Form for Supplemental Restricted Stock Units that is in effect on such termination date. Notwithstanding the foregoing, the Company (or any committee of the Board of Directors of the Company acting as its delegate on equity compensation matters) may provide that in connection with the Change in Control, each Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, shall instead be cancelled in exchange for an amount (payable in accordance with Section 9(a)(iii) of the Plan) equal to the Change in Control Price (as defined in the Plan) *multiplied by* the number of shares of Common Stock covered by such Basic Restricted Stock Award and/or Supplemental Restricted Stock Unit Award, as the case may be; provided, however, such cash amount, if any, shall be paid at such time as the corresponding shares would have been distributed pursuant to the preceding sentence.

(B) Options.

(I) **Fully Vested.** As of the date of this Amendment, all Options issued to the Executive have fully vested under Section 6(c) of the Agreement.

(II) **Qualifying Termination of Employment.** In the event the Executive's termination of employment is a Qualifying Termination of Employment, all unexercised Options on such date of termination shall remain exercisable until the first to occur of:

- (1) the second anniversary of the date of such termination related to the Qualifying Termination of Employment; or
- (2) June 27, 2015.

(II) **Any Termination Other Than a Qualifying Termination of Employment.** In the event the Executive's termination of employment occurs for any reason other than a Qualifying Termination of Employment, all unexercised Options on such date of termination shall remain exercisable for ninety (90) days following the date of such termination, at which time they shall immediately expire.

(III) **Termination for Cause.** In the event the Executive's employment is terminated for Cause (as defined in Section 8(c) of the Agreement), all unexercised Options shall expire immediately, be forfeited and considered null and void.

(IV) **Change of Control.** In the event a Change of Control (as defined in Section 8(e)(vi) of the Agreement) and subject to Section 9(b) of the Plan, any unexercised Options on such date of such Change of Control shall remain exercisable through June 27, 2015. Notwithstanding the

foregoing, the Company (or any committee of the Board of Directors of the Company acting as its delegate on equity compensation matters) may provide that in connection with the Change in Control, each Option shall be cancelled in exchange for an amount (payable in accordance with Section 9(a)(iii) of the Plan) equal to the excess, if any, of:

- (1) the Change in Control Price (as defined in Section 2(a) of the Plan) for such Option, *over*
- (2) the exercise price for each such Option.

(iii) **Changes in Company's Capital Structure and Impact on Awards** . The Awards shall be subject to adjustment as provided for in Section 6(f) of the Agreement and Section 10(b) of the Plan.

(iv) **Settlement and Exercise of Awards** .

(A) **Settlement of Basic Restricted Stock and Supplemental Restricted Stock Units** . All Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, which vest shall be settled by the Company in shares of Common Stock.

(B) **Exercise of Stock Options** . All Stock Options which vest may be exercised through full payment of the exercise price:

(I) in cash or its equivalent;

(II) by exchanging (including by affirmation of ownership) shares of Common Stock previously owned by the Executive (or by establishing such ownership by affirmation), which for this purpose shall not include shares pledged or otherwise subject to a security interest;

(III) through a Net Exercise (as defined in the Incentive Compensation Plan) or a broker-assisted exercise arrangement with a broker approved by the Company whereby payment of the exercise price is accomplished with the proceeds of the sale of Common Stock issued upon exercise; or

(IV) by a combination of any of Clauses (I), (II) or (III) immediately above or such other method as the Committee may approve.

(v) **Tax Withholding on Awards** . As a condition to receipt of shares of Common Stock upon settlement of the Awards, the Executive must satisfy his/her withholding tax obligations with respect to any such Award through either:

(A) having the Company retain those number of shares of Common Stock whose fair market value equals such amount required to be withheld; or

(B) depositing with the Company an amount of funds equal to the estimated withholding tax liability.

The Company will not deliver any of the shares of Common Stock until and unless the Executive has made proper provision for all applicable tax and similar withholding obligations.

(vi) **Effect of Award**. The Executive, through this Amendment, acknowledges receipt of a copy of the Plan and represents that he/she is familiar with the terms and provisions thereof (and have had an opportunity to consult counsel regarding the Awards' terms), and agrees to be bound by its contractual terms as set forth in the Agreement, the Amendment and in the Plan. The Executive hereby agrees to accept as binding, conclusive and final all decisions and interpretations of the Committee (as defined in Section 2(a) of the Plan) regarding any questions relating to the Awards. In the event of a conflict between the terms and provisions of the Plan and the terms and provisions of the Agreement and this Amendment, the Plan terms and provisions shall prevail.

(vii) **Restriction on Transferability**. Until settlement and/or exercise of the respective Awards, the Awards may not be sold, transferred, pledged, assigned or otherwise alienated at any time. Any attempt to do so contrary to the provisions hereof shall be null and void. Notwithstanding the above, distribution can be made pursuant to will, the laws of descent and distribution, intra-family transfer instruments or to an inter vivos trust.

(viii) **Voting Rights**. The Executive has no voting or any other rights as a shareholder of the Company with respect to the Awards prior to the date on which he/she is issued the shares of Common Stock in settlement thereof. Upon settlement and/or exercise of the Awards into shares of Common Stock, the Executive will obtain full voting and other rights as a shareholder of the Company.

(ix) **Employment Matters**. Except as otherwise provided in an employee benefit plan in which Executive participates or is covered, the value of the Awards shall not and are not included as remuneration for purposes of determining any benefits to which Executive may be entitled under any such employee benefit plan. The Executive's terms and conditions of employment are not affected or changed in any way by these Awards or by the terms of the Plan, the Agreement or the Amendment. No provision of the Agreement or the Amendment hereunder shall give the Executive any right to continue in the employment of the Company, create any inference as to the length of the Executive's employment, affect the right of the Company to terminate the Executive's employment, with or without Cause (as defined in Section 8(c) of the Agreement), or give the Executive any right to participate in any employee welfare or benefit plan or other program (other than the Plan) of the Company. The Executive acknowledges and agrees (by executing this Amendment) that the granting of the Awards was made on a fully discretionary basis by the Company and that, except as expressly provided in the Agreement or the Amendment, the Agreement and this Amendment do not lead to a vested right to further awards in the future.

4. By deleting subparagraph (ii) of paragraph (e) of Section 8 of the Agreement and substituting the following subparagraph (ii) as a part thereof:

“(ii) Except as provided in Section 8(e)(iii), in the event the Employment Period ends by reason of a Termination Without Cause or a Termination for Good Reason, Executive shall receive the Basic Payment in a lump sum payment no later than ten (10) days following the six-month anniversary of the date of such termination event. Notwithstanding the foregoing, with respect to the legally required six month delay in payment of the Basic Payment in the preceding sentence, the Executive shall also be entitled to an earnings component equal to the Basic Payment *multiplied by* the relevant short-term semi-annual applicable federal rate issued by the IRS for the month in which such Basic Payment is scheduled to be paid to the Executive; provided, however, such earnings component shall also be paid in a lump sum at the same time as the Basic Payment.”

5. By deleting subparagraph (iii) of paragraph (e) of Section 8 of the Agreement and substituting the following subparagraph (iii) as a part thereof:

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

6. By deleting subparagraph (v) of paragraph (e) of Section 8 of the Agreement and substituting the following subparagraph (v) as a part thereof:

“(v) In the event of a Termination due to Disability, a Termination Without Cause or a Termination for Good Reason, Executive shall be entitled to continued participation in all medical, dental, hospitalization and life insurance coverage in which he was participating on the date of the termination of his employment until the earlier of (A) the third anniversary of his termination of employment, or (B) the date, or dates, he receives equivalent coverage and benefits under the plans and programs of a subsequent employer (such coverages and benefits to be determined on a coverage-by-coverage, or benefit-by-benefit basis). If the Executive’s coverage terminates due to something other than Clauses (A) or (B) above, the Company shall provide Executive with a lump sum payment in an amount equal to the number of remaining months of coverage to which he is entitled times the then applicable premium for the relevant benefit plan in which Executive participated. Such lump sum amount will be paid during the second month following the month in which such coverage expires.”

7. By deleting paragraph (g) of Section 8 of the Agreement and substituting the following new paragraph (g) as a part thereof:

“(g) **Timing of Payments.** Earned Compensation shall be paid in a single lump sum no later than 15 days following the end of the Employment Period. Vested Benefits shall be payable in accordance with the terms of the plan, policy, practice, program, contract or agreement under which such benefits have accrued. Any expense or tax reimbursement or other payment to or for the benefit of Executive under Section 7(c), 7(d), 8(h) or 10(e) of the Agreement shall be made on or before the last day of the taxable following the taxable year in which the expense or tax was incurred by or for the Executive and no such reimbursement or amount of expenses eligible for reimbursement in one year shall affect the expenses eligible for reimbursement in any other year.”

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of this 7 day of November, 2008.

/s/ Sam K. Reed

Sam K. Reed

Chairman & CEO

/s/ Terdema L. Ussery, II

TreeHouse Foods, Inc.

Chairman of Compensation Committee

**DISTRIBUTION ELECTION FORM
FOR SUPPLEMENTAL RESTRICTED STOCK UNITS**

**(Made Pursuant to Section 6(b) of the Employment Agreement
Between Sam K. Reed and TreeHouse Foods, Inc.)**

WHEREAS, a Supplemental Restricted Stock Unit grant was made to Sam K. Reed (the “Executive”) under Section 6(b) of his Employment Agreement dated January 27, 2005 (the “Agreement”) with TreeHouse Foods, Inc. (the “Company”);

WHEREAS, the Supplemental Restricted Stock Units which vest are not immediately paid and settled but instead are deferred and distributed no later than five (5) business days following the earlier to occur of (1) June 27, 2010, or (2) the sixth month anniversary of the date the Executive’s employment with the Company terminates;

WHEREAS, pursuant to Section 6(d) of the Agreement, the Supplemental Restricted Stock Units were granted to Executive pursuant to the TreeHouse Foods, Inc. Equity and Incentive Plan (the “Plan”);

WHEREAS, pursuant to Section 11(c) of the Plan, Executive has available a number of timing of distribution options from which to choose relative to payment of his vested Supplemental Restricted Stock Units; and

WHEREAS, IRS Notice 2007-86 provides that “the transition relief provided in Section XI(C) of the Preamble to the Proposed Regulations [relating to changes in payment elections] generally continues to apply through December 31, 2008. Accordingly, with respect to amounts subject to Section 409A, a plan may provide, or be amended to provide, for new payment elections on or before December 31, 2008 with respect to both the time and form of payment of such amounts and the election or amendment will not be treated as a change in the time and form of payment under Section 409A(a)(4) or an acceleration of payment under Section 409A(a)(3), provided that the plan is so amended and elections are made on or before December 31, 2008” (the “Transition Guidance”).

NOW, THEREFORE, the Company and Executive wish to utilize the Transition Guidance and provide the Executive an opportunity to make a final revision to his timing of distribution election related to his Supplemental Restricted Stock Units.

**DISTRIBUTION ELECTION FORM
FOR SUPPLEMENTAL RESTRICTED STOCK UNITS**

In accordance with the transition guidance provided under IRS Notice 2007-86, with respect to any Supplemental Restricted Stock Units in which I may vest, if any, and which have been deferred pursuant to Section 6(b) of my Employment Agreement dated January 27, 2005, I hereby elect to receive my Supplemental Restricted Stock Units, if any, **on the first to occur of (see Note below) of Category (1), Category (2) or Category (3):**

*** YOU MUST ELECT ONE OPTION UNDER EACH CATEGORY BELOW ***

Category (1) A fixed date:

- ☐ **Option A** : June 27, 2010; **or**
- ☐ **Option B** : June 27, 2011; **or**
- ☐ **Option C** : June 27, 2012; **or**
- ☐ **Option D** : June 27, 2013; **or**
- ☐ **Option E** : June 27, 2014; **or**
- ☐ **Option F** : June 27, 2015; **or**
- ☐ **Option G** : I hereby elect that the first to occur of my elections under Category (2) and Category (3) immediately below shall always govern. I do not elect any of the above specified dates as my distribution date.

Category (2) Following my termination of employment:

- ☐ **Option H** : the six month anniversary following my termination of employment with TreeHouse Foods, Inc. for any reason; **or**
- ☐ **Option I** : on the ____ (enter 1, 2, 3, 4 or 5) anniversary of my termination of employment with TreeHouse Foods, Inc. for any reason; **or**
- ☐ **Option J** : I hereby elect that the first to occur of my elections under Category (1) immediately above and Category (3) immediately below shall always govern. I elect a specified payment date for my distribution date with the exception of an acceleration upon a Change of Control.

Category (3) Upon a Change of Control:

- ☐ **Option K** : Within 10 days after the date of a Change of Control (as defined in Section 8(e)(vii) of the Agreement) so long as it qualifies as a "change in control event" for purposes of Internal Revenue Code Section 409A and regulations thereunder.
- ☐ **Option L** : Even following a Change of Control (as defined in Section 8(e)(vii) of the Agreement), I hereby elect that the first to occur of my elections under Category (1) and

Category (2) immediately above shall always govern. I do not elect any acceleration of my distribution upon a Change of Control.

[Note: You MUST check an Option under each Category above. Your Supplemental Restricted Stock Units will be paid upon the first to occur of such dates elected under each Category. So, for example, if you elect Option E, Option H and Option K, and a qualifying Change of Control occurs before July 27, 2014 AND before your employment terminates, you will be paid for your Supplemental Restricted Stock Units within 10 days of the Change of Control.]

IMPORTANT NOTE TO EXECUTIVE : Limited Ability to Change this Distribution Election . This particular Distribution Election Form may be superseded by a later dated form filed with the Company on or before 5:00 p.m., CST on December 31, 2008, at which time the election which is on file with the Company shall then be irrevocable and subject to change only as further described below.

Pursuant to Section 11(d) of the TreeHouse Foods, Inc. Equity and Incentive Plan, the Executive may elect to further defer the relevant distribution date selected above by filing an election form with TreeHouse Foods, Inc. that specifies the later fixed date on which the Executive would like to get paid. This election to further extend the relevant distribution date must be made at least one year before the expiration of the above designated distribution date. This subsequent distribution election will not be effective until at least one year after the date on which the subsequent distribution election has been made. Under the subsequent distribution election, any distribution of Supplemental Restricted Stock Units subsequently rescheduled must occur at least five years from the above designated distribution date.

Sam K. Reed

Date: _____

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN THOMAS E. O'NEILL AND TREEHOUSE FOODS, INC.**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") dated as of November 7, 2008, is between **TREEHOUSE FOODS, INC.**, a Delaware corporation (the "Company"), and **THOMAS E. O'NEILL** (the "Executive").

WHEREAS, Executive's original Employment Agreement dated January 27, 2005 (the "Agreement") with the Company provides certain benefits which constitute nonqualified deferred compensation which is subject to Section 409A of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, outside counsel has advised the Company that certain payments of benefits under the Agreement are not currently in compliance with Code Section 409A and are required to be amended for compliance;

WHEREAS, Section 6(e) of the Agreement provides that Executive's Basic Restricted Stock (under Section 6(a) of the Agreement), Supplemental Restricted Stock Units (under Section 6(b) of the Agreement) and Stock Options (under Section 6(c) of the Agreement) (collectively referred to as the "Awards") shall be subject to an award agreement and the Company acknowledges that Executive's Agreement has been operating as such award agreements;

WHEREAS, the Company now desires to fully document the terms and conditions of the Awards and have the Agreement combined with this Amendment dually serve as the respective award agreement for the Awards; and

WHEREAS, pursuant to Section 10(k) of the Agreement, amendment can only be made to the Agreement pursuant to written consent of the Company and Executive.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the foregoing, it is mutually agreed that the Agreement is amended effective January 1, 2008, in the following particulars:

1. By adding the following new sentence immediately at the end of paragraph (b) of Section 4 of the Agreement as a part thereof:

"Such Incentive Compensation shall be paid at such time and in such manner as set forth in the relevant annual incentive compensation plan document."

2. By deleting the last sentence of the last paragraph of paragraph (b) of Section 6 of the Agreement and substituting the following new sentence as a part thereof:

"The shares of Common Stock corresponding to any vested Supplemental Restricted Share Units, if any, shall be distributed to Executive no later than five (5) business days following the earlier to occur of (i) the fifth anniversary of the date of grant, or (ii) the sixth month anniversary of the date Executive's employment with the Company terminates, unless the Executive elects (in a manner consistent with the applicable requirements of Sections 409A of the Internal Revenue Code (the "Code")) to defer the date upon which the shares of Common Stock corresponding to the vested Supplemental Restricted Share Units shall be

distributed by filing the attached Exhibit A with the Compensation Committee of the Board of Directors of the Company.”

3. By deleting paragraph (e) of Section 6 of the Agreement in its entirety and inserting the following new paragraph (e) as a part thereof:

“(e) **Terms and Conditions of Awards** .

(i) **Definitions** .

(A) **Awards** . The term “Awards” shall collectively refer to the Executive’s Basic Restricted Stock (under Section 6(a) of the Agreement), Supplemental Restricted Stock Units (under Section 6(b) of the Agreement) and Stock Options (under Section 6(c) of the Agreement).

(B) **Plan** . The term “Plan” shall mean the TreeHouse Foods, Inc. Equity and Incentive Plan.

(C) **Qualifying Termination of Employment** . The term “Qualifying Termination of Employment” shall mean a termination of the Executive’s employment with the Company due to his death, a Termination due to Disability (as defined in Section 8(b) of the Agreement) a Termination due to Retirement (as defined in Section 8(d) of the Agreement), a Termination Without Cause (as defined in Section 8(c) of the Agreement) or a Termination for Good Reason (as defined in Section 8(d) of the Agreement).

(ii) **Vesting** . The Awards shall generally vest in accordance with the respective provisions of Section 6(a), 6(b) and 6(c), as applicable. Notwithstanding the foregoing:

(A) **Basic Restricted Stock and Supplemental Restricted Stock Units** .

(I) **Qualifying Termination of Employment** . Subject to Subclause (II) below, in the event of the Executive’s termination of employment that is a Qualifying Termination of Employment, any unvested Basic Restricted Stock and Supplemental Restricted Stock Units on such date of termination shall continue to vest, if at all, in accordance with their terms on the same terms and conditions that would have applied if Executive’s employment had not terminated (including eventual expiration if they never vest). The shares of Common Stock corresponding to any Basic Restricted Stock that become vested in accordance with this Subclause (I) shall be distributed to Executive (or, in the case of Executive’s death, to Executive’s beneficiary) no later than five (5) business days after the date such vesting occurs. The shares of Common Stock corresponding to any Supplemental Restricted Stock Units that become vested after a Qualifying Termination shall be distributed to Executive (or, in the case of Executive’s death, to Executive’s beneficiary) in accordance with his Distribution Election Form for Supplemental Restricted Stock Units that is in effect on such termination date.

(II) Exceptions to Qualifying Termination of Employment .

(1) In the event the Executive's termination of employment:

(a) is a Termination Without Cause (as defined in Section 8(c) of the Agreement) or a Termination for Good Reason (as defined in Section 8(d) of the Agreement); and

(b) Sam Reed is then acting as the Company's Chief Executive Officer,

then any unvested Basic Restricted Stock and Supplemental Restricted Stock Units on such date of termination shall vest, if at all, on the next and second following anniversaries of the date of grant which immediately follow the Executive's date of termination, in such proportions as outlined and provided in accordance with Section 8(e)(vi) of this Agreement. The remaining portion of the unvested Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, which cannot be vested pursuant to the preceding sentence shall be immediately forfeited and cancelled. The shares of Common Stock corresponding to any Basic Restricted Stock that become vested in accordance with this Subclause (II) shall be distributed to Executive (or, in the case of Executive's death, to Executive's beneficiary) no later than five (5) business days after the date such vesting occurs. The shares of Common Stock corresponding to any Supplemental Restricted Stock Units that become vested after a Qualifying Termination shall be distributed to Executive (or, in the case of Executive's death, to Executive's beneficiary) in accordance with his Distribution Election Form for Supplemental Restricted Stock Units that is in effect on such termination date.

(2) In the event the Executive's termination of employment occurs for any reason other than a Qualifying Termination of Employment pursuant to Subclause (I) or pursuant to Item (1) immediately above, any unvested Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, on such date of termination shall be immediately forfeited and cancelled.

(III) Change of Control . In the event a Change of Control (as defined in Section 8(e)(viii) of the Agreement) and subject to Section 9(b) of the Plan, any unvested Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, on such date of such Change of Control shall be immediately and fully vested. The shares of Common Stock corresponding to any Basic Restricted Stock that become vested in accordance with this Subclause (III) shall be distributed to Executive (or, in the case of Executive's death, to Executive's beneficiary) no later than five (5) business days after the date such vesting occurs. The shares of Common

Stock corresponding to any Supplemental Restricted Stock Units that become vested after a Change of Control shall be distributed to Executive (or, in the case of Executive's death, to Executive's beneficiary) in accordance with his Distribution Election Form for Supplemental Restricted Stock Units that is in effect on such termination date. Notwithstanding the foregoing, the Company (or any committee of the Board of Directors of the Company acting as its delegate on equity compensation matters) may provide that in connection with the Change in Control, each Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, shall instead be cancelled in exchange for an amount (payable in accordance with Section 9(a)(iii) of the Plan) equal to the Change in Control Price (as defined in the Plan) *multiplied by* the number of shares of Common Stock covered by such Basic Restricted Stock Award and/or Supplemental Restricted Stock Unit Award, as the case may be; provided, however, such cash amount, if any, shall be paid at such time as the corresponding shares would have been distributed pursuant to the preceding sentence.

(B) Options .

(I) **Fully Vested .** As of the date of this Amendment, all Options issued to the Executive have fully vested under Section 6(c) of the Agreement.

(II) **Qualifying Termination of Employment .** In the event the Executive's termination of employment is a Qualifying Termination of Employment, all unexercised Options on such date of termination shall remain exercisable until the first to occur of:

- (1) the second anniversary of the date of such termination related to the Qualifying Termination of Employment; or
- (2) June 27, 2015.

(II) **Any Termination Other Than a Qualifying Termination of Employment .** In the event the Executive's termination of employment occurs for any reason other than a Qualifying Termination of Employment, all unexercised Options on such date of termination shall remain exercisable for ninety (90) days following the date of such termination, at which time they shall immediately expire.

(III) **Termination for Cause .** In the event the Executive's employment is terminated for Cause (as defined in Section 8(c) of the Agreement), all unexercised Options shall expire immediately, be forfeited and considered null and void.

(IV) **Change of Control .** In the event a Change of Control (as defined in Section 8(e)(vi) of the Agreement) and subject to Section 9(b) of the Plan, any unexercised Options on such date of such Change of Control shall remain exercisable through June 27, 2015. Notwithstanding the

foregoing, the Company (or any committee of the Board of Directors of the Company acting as its delegate on equity compensation matters) may provide that in connection with the Change in Control, each Option shall be cancelled in exchange for an amount (payable in accordance with Section 9(a)(iii) of the Plan) equal to the excess, if any, of:

- (1) the Change in Control Price (as defined in Section 2(a) of the Plan) for such Option, *over*
- (2) the exercise price for each such Option.

(iii) **Changes in Company's Capital Structure and Impact on Awards** . The Awards shall be subject to adjustment as provided for in Section 6(f) of the Agreement and Section 10(b) of the Plan.

(iv) **Settlement and Exercise of Awards** .

(A) **Settlement of Basic Restricted Stock and Supplemental Restricted Stock Units** . All Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, which vest shall be settled by the Company in shares of Common Stock.

(B) **Exercise of Stock Options** . All Stock Options which vest may be exercised through full payment of the exercise price:

(I) in cash or its equivalent;

(II) by exchanging (including by affirmation of ownership) shares of Common Stock previously owned by the Executive (or by establishing such ownership by affirmation), which for this purpose shall not include shares pledged or otherwise subject to a security interest;

(III) through a Net Exercise (as defined in the Incentive Compensation Plan) or a broker-assisted exercise arrangement with a broker approved by the Company whereby payment of the exercise price is accomplished with the proceeds of the sale of Common Stock issued upon exercise; or

(IV) by a combination of any of Clauses (I), (II) or (III) immediately above or such other method as the Committee may approve.

(v) **Tax Withholding on Awards** . As a condition to receipt of shares of Common Stock upon settlement of the Awards, the Executive must satisfy his/her withholding tax obligations with respect to any such Award through either:

(A) having the Company retain those number of shares of Common Stock whose fair market value equals such amount required to be withheld; or

(B) depositing with the Company an amount of funds equal to the estimated withholding tax liability.

The Company will not deliver any of the shares of Common Stock until and unless the Executive has made proper provision for all applicable tax and similar withholding obligations.

(vi) **Effect of Award**. The Executive, through this Amendment, acknowledges receipt of a copy of the Plan and represents that he/she is familiar with the terms and provisions thereof (and have had an opportunity to consult counsel regarding the Awards' terms), and agrees to be bound by its contractual terms as set forth in the Agreement, the Amendment and in the Plan. The Executive hereby agrees to accept as binding, conclusive and final all decisions and interpretations of the Committee (as defined in Section 2(a) of the Plan) regarding any questions relating to the Awards. In the event of a conflict between the terms and provisions of the Plan and the terms and provisions of the Agreement and this Amendment, the Plan terms and provisions shall prevail.

(vii) **Restriction on Transferability**. Until settlement and/or exercise of the respective Awards, the Awards may not be sold, transferred, pledged, assigned or otherwise alienated at any time. Any attempt to do so contrary to the provisions hereof shall be null and void. Notwithstanding the above, distribution can be made pursuant to will, the laws of descent and distribution, intra-family transfer instruments or to an inter vivos trust.

(viii) **Voting Rights**. The Executive has no voting or any other rights as a shareholder of the Company with respect to the Awards prior to the date on which he/she is issued the shares of Common Stock in settlement thereof. Upon settlement and/or exercise of the Awards into shares of Common Stock, the Executive will obtain full voting and other rights as a shareholder of the Company.

(ix) **Employment Matters**. Except as otherwise provided in an employee benefit plan in which Executive participates or is covered, the value of the Awards shall not and are not included as remuneration for purposes of determining any benefits to which Executive may be entitled under any such employee benefit plan. The Executive's terms and conditions of employment are not affected or changed in any way by these Awards or by the terms of the Plan, the Agreement or the Amendment. No provision of the Agreement or the Amendment hereunder shall give the Executive any right to continue in the employment of the Company, create any inference as to the length of the Executive's employment, affect the right of the Company to terminate the Executive's employment, with or without Cause (as defined in Section 8(c) of the Agreement), or give the Executive any right to participate in any employee welfare or benefit plan or other program (other than the Plan) of the Company. The Executive acknowledges and agrees (by executing this Amendment) that the granting of the Awards was made on a fully discretionary basis by the Company and that, except as expressly provided in the Agreement or the Amendment, the Agreement and this Amendment do not lead to a vested right to further awards in the future.

4. By deleting subparagraph (ii) of paragraph (e) of Section 8 of the Agreement and substituting the following subparagraph (ii) as a part thereof:

“(ii) Except as provided in Section 8(e)(iii), in the event the Employment Period ends by reason of a Termination Without Cause or a Termination for Good Reason, Executive shall receive the Basic Payment in a lump sum payment no later than ten (10) days following the six-month anniversary of the date of such termination event. Notwithstanding the foregoing, with respect to the legally required six month delay in payment of the Basic Payment in the preceding sentence, the Executive shall also be entitled to an earnings component equal to the Basic Payment *multiplied by* the relevant short-term semi-annual applicable federal rate issued by the IRS for the month in which such Basic Payment is scheduled to be paid to the Executive; provided, however, such earnings component shall also be paid in a lump sum at the same time as the Basic Payment.”

5. By deleting subparagraph (iii) of paragraph (e) of Section 8 of the Agreement and substituting the following subparagraph (iii) as a part thereof:

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

6. By deleting subparagraph (vii) of paragraph (e) of Section 8 of the Agreement and substituting the following subparagraph (vii) as a part thereof:

“(vii) In the event of a Termination due to Disability, a Termination Without Cause or a Termination for Good Reason, Executive shall be entitled to continued participation in all medical, dental, hospitalization and life insurance coverage in which he was participating on the date of the termination of his employment until the earlier of (A) the second anniversary (or, in the event Executive receives the Special Payment, then the third anniversary) of his termination of employment, or (B) the date, or dates, he receives equivalent coverage and benefits under the plans and programs of a subsequent employer (such coverages and benefits to be determined on a coverage-by-coverage, or benefit-by-benefit basis). If the Executive’s coverage terminates due to something other than Clauses (A) or (B) above, the Company shall provide Executive with a lump sum payment in an amount equal to the number of remaining months of coverage to which he is entitled times the then applicable premium for the relevant benefit plan in which Executive participated. Such lump sum amount will be paid during the second month following the month in which such coverage expires.”

7. By deleting paragraph (g) of Section 8 of the Agreement and substituting the following new paragraph (g) as a part thereof:

“(g) **Timing of Payments.** Earned Compensation shall be paid in a single lump sum no later than 15 days following the end of the Employment Period. Vested Benefits shall be payable in accordance with the terms of the plan, policy, practice, program, contract or agreement under which such benefits have accrued. Any expense or tax reimbursement or other payment to or for the benefit of Executive under Section 7(c), 7(d), 8(h) or 10(e) of the Agreement shall be made on or before the last day of the taxable following the taxable year in which the expense or tax was incurred by or for the Executive and no such reimbursement or amount of expenses eligible for reimbursement in one year shall affect the expenses eligible for reimbursement in any other year.”

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of this 7 day of November, 2008.

Executive : /s/ Thomas E. O'Neill
Thomas E. O'Neill

Company: /s/ Sam K. Reed

TreeHouse Foods, Inc.

**DISTRIBUTION ELECTION FORM
FOR SUPPLEMENTAL RESTRICTED STOCK UNITS**

**(Made Pursuant to Section 6(b) of the Employment Agreement
Between Thomas E. O'Neill and TreeHouse Foods, Inc.)**

WHEREAS, a Supplemental Restricted Stock Unit grant was made to Thomas E. O'Neill (the "Executive") under Section 6(b) of his Employment Agreement dated January 27, 2005 (the "Agreement") with TreeHouse Foods, Inc. (the "Company");

WHEREAS, the Supplemental Restricted Stock Units which vest are not immediately paid and settled but instead are deferred and distributed no later than five (5) business days following the earlier to occur of (1) June 27, 2010, or (2) the sixth month anniversary of the date the Executive's employment with the Company terminates;

WHEREAS, pursuant to Section 6(d) of the Agreement, the Supplemental Restricted Stock Units were granted to Executive pursuant to the TreeHouse Foods, Inc. Equity and Incentive Plan (the "Plan");

WHEREAS, pursuant to Section 11(c) of the Plan, Executive has available a number of timing of distribution options from which to choose relative to payment of his vested Supplemental Restricted Stock Units; and

WHEREAS, IRS Notice 2007-86 provides that "the transition relief provided in Section XI(C) of the Preamble to the Proposed Regulations [relating to changes in payment elections] generally continues to apply through December 31, 2008. Accordingly, with respect to amounts subject to Section 409A, a plan may provide, or be amended to provide, for new payment elections on or before December 31, 2008 with respect to both the time and form of payment of such amounts and the election or amendment will not be treated as a change in the time and form of payment under Section 409A(a)(4) or an acceleration of payment under Section 409A(a)(3), provided that the plan is so amended and elections are made on or before December 31, 2008" (the "Transition Guidance").

NOW, THEREFORE, the Company and Executive wish to utilize the Transition Guidance and provide the Executive an opportunity to make a final revision to his timing of distribution election related to his Supplemental Restricted Stock Units.

**DISTRIBUTION ELECTION FORM
FOR SUPPLEMENTAL RESTRICTED STOCK UNITS**

In accordance with the transition guidance provided under IRS Notice 2007-86, with respect to any Supplemental Restricted Stock Units in which I may vest, if any, and which have been deferred pursuant to Section 6(b) of my Employment Agreement dated January 27, 2005, I hereby elect to receive my Supplemental Restricted Stock Units, if any, **on the first to occur of (see Note below) of Category (1), Category (2) or Category (3):**

*** YOU MUST ELECT ONE OPTION UNDER EACH CATEGORY BELOW ***

Category (1) A fixed date:

- ☐ **Option A** : June 27, 2010; **or**
- ☐ **Option B** : June 27, 2011; **or**
- ☐ **Option C** : June 27, 2012; **or**
- ☐ **Option D** : June 27, 2013; **or**
- ☐ **Option E** : June 27, 2014; **or**
- ☐ **Option F** : June 27, 2015; **or**
- ☐ **Option G** : I hereby elect that the first to occur of my elections under Category (2) and Category (3) immediately below shall always govern. I do not elect any of the above specified dates as my distribution date.

Category (2) Following my termination of employment:

- ☐ **Option H** : the six month anniversary following my termination of employment with TreeHouse Foods, Inc. for any reason; **or**
- ☐ **Option I** : on the ____ (enter 1, 2, 3, 4 or 5) anniversary of my termination of employment with TreeHouse Foods, Inc. for any reason; **or**
- ☐ **Option J** : I hereby elect that the first to occur of my elections under Category (1) immediately above and Category (3) immediately below shall always govern. I elect a specified payment date for my distribution date with the exception of an acceleration upon a Change of Control.

Category (3) Upon a Change of Control:

- ☐ **Option K** : Within 10 days after the date of a Change of Control (as defined in Section 8(e)(vii) of the Agreement) so long as it qualifies as a "change in control event" for purposes of Internal Revenue Code Section 409A and regulations thereunder.
- ☐ **Option L** : Even following a Change of Control (as defined in Section 8(e)(vii) of the Agreement), I hereby elect that the first to occur of my elections under Category (1) and

Category (2) immediately above shall always govern. I do not elect any acceleration of my distribution upon a Change of Control.

[Note: You MUST check an Option under each Category above. Your Supplemental Restricted Stock Units will be paid upon the first to occur of such dates elected under each Category. So, for example, if you elect Option E, Option H and Option K, and a qualifying Change of Control occurs before July 27, 2014 AND before your employment terminates, you will be paid for your Supplemental Restricted Stock Units within 10 days of the Change of Control.]

IMPORTANT NOTE TO EXECUTIVE : Limited Ability to Change this Distribution Election . This particular Distribution Election Form may be superseded by a later dated form filed with the Company on or before 5:00 p.m., CST on December 31, 2008, at which time the election which is on file with the Company shall then be irrevocable and subject to change only as further described below.

Pursuant to Section 11(d) of the TreeHouse Foods, Inc. Equity and Incentive Plan, the Executive may elect to further defer the relevant distribution date selected above by filing an election form with TreeHouse Foods, Inc. that specifies the later fixed date on which the Executive would like to get paid. This election to further extend the relevant distribution date must be made at least one year before the expiration of the above designated distribution date. This subsequent distribution election will not be effective until at least one year after the date on which the subsequent distribution election has been made. Under the subsequent distribution election, any distribution of Supplemental Restricted Stock Units subsequently rescheduled must occur at least five years from the above designated distribution date.

Thomas E. O'Neill

Date: _____

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN DAVID B. VERMYLEN AND TREEHOUSE FOODS, INC.**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this “Amendment”) dated as of November 7, 2008, is between **TREEHOUSE FOODS, INC.**, a Delaware corporation (the “Company”), and **DAVID B. VERMYLEN** (the “Executive”).

WHEREAS, Executive’s original Employment Agreement dated January 27, 2005 (the “Agreement”) with the Company provides certain benefits which constitute nonqualified deferred compensation which is subject to Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, outside counsel has advised the Company that certain payments of benefits under the Agreement are not currently in compliance with Code Section 409A and are required to be amended for compliance;

WHEREAS, Section 6(e) of the Agreement provides that Executive’s Basic Restricted Stock (under Section 6(a) of the Agreement), Supplemental Restricted Stock Units (under Section 6(b) of the Agreement) and Stock Options (under Section 6(c) of the Agreement) (collectively referred to as the “Awards”) shall be subject to an award agreement and the Company acknowledges that Executive’s Agreement has been operating as such award agreements;

WHEREAS, the Company now desires to fully document the terms and conditions of the Awards and have the Agreement combined with this Amendment dually serve as the respective award agreement for the Awards; and

WHEREAS, pursuant to Section 10(k) of the Agreement, amendment can only be made to the Agreement pursuant to written consent of the Company and Executive.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the foregoing, it is mutually agreed that the Agreement is amended effective January 1, 2008, in the following particulars:

1. By adding the following new sentence immediately at the end of paragraph (b) of Section 4 of the Agreement as a part thereof:

“Such Incentive Compensation shall be paid at such time and in such manner as set forth in the relevant annual incentive compensation plan document.”

2. By deleting the last sentence of the last paragraph of paragraph (b) of Section 6 of the Agreement and substituting the following new sentence as a part thereof:

“The shares of Common Stock corresponding to any vested Supplemental Restricted Share Units, if any, shall be distributed to Executive no later than five (5) business days following the earlier to occur of (i) the fifth anniversary of the date of grant, or (ii) the sixth month anniversary of the date Executive’s employment with the Company terminates, unless the Executive elects (in a manner consistent with the applicable requirements of Sections 409A of the Internal Revenue Code (the “Code”)) to defer the date upon which the shares of Common Stock corresponding to the vested Supplemental Restricted Share Units shall be

distributed by filing the attached Exhibit A with the Compensation Committee of the Board of Directors of the Company.”

3. By deleting paragraph (e) of Section 6 of the Agreement in its entirety and inserting the following new paragraph (e) as a part thereof:

“(e) **Terms and Conditions of Awards** .

(i) **Definitions** .

(A) **Awards** . The term “Awards” shall collectively refer to the Executive’s Basic Restricted Stock (under Section 6(a) of the Agreement), Supplemental Restricted Stock Units (under Section 6(b) of the Agreement) and Stock Options (under Section 6(c) of the Agreement).

(B) **Plan** . The term “Plan” shall mean the TreeHouse Foods, Inc. Equity and Incentive Plan.

(C) **Qualifying Termination of Employment** . The term “Qualifying Termination of Employment” shall mean a termination of the Executive’s employment with the Company due to his death, a Termination due to Disability (as defined in Section 8(b) of the Agreement) a Termination due to Retirement (as defined in Section 8(d) of the Agreement), a Termination Without Cause (as defined in Section 8(c) of the Agreement) or a Termination for Good Reason (as defined in Section 8(d) of the Agreement).

(ii) **Vesting** . The Awards shall generally vest in accordance with the respective provisions of Section 6(a), 6(b) and 6(c), as applicable. Notwithstanding the foregoing:

(A) **Basic Restricted Stock and Supplemental Restricted Stock Units** .

(I) **Qualifying Termination of Employment** . Subject to Subclause (II) below, in the event of the Executive’s termination of employment that is a Qualifying Termination of Employment, any unvested Basic Restricted Stock and Supplemental Restricted Stock Units on such date of termination shall continue to vest, if at all, in accordance with their terms on the same terms and conditions that would have applied if Executive’s employment had not terminated (including eventual expiration if they never vest). The shares of Common Stock corresponding to any Basic Restricted Stock that become vested in accordance with this Subclause (I) shall be distributed to Executive (or, in the case of Executive’s death, to Executive’s beneficiary) no later than five (5) business days after the date such vesting occurs. The shares of Common Stock corresponding to any Supplemental Restricted Stock Units that become vested after a Qualifying Termination shall be distributed to Executive (or, in the case of Executive’s death, to Executive’s beneficiary) in accordance with his Distribution Election Form for Supplemental Restricted Stock Units that is in effect on such termination date.

(II) Exceptions to Qualifying Termination of Employment .

(1) In the event the Executive's termination of employment:

(a) is a Termination Without Cause (as defined in Section 8(c) of the Agreement) or a Termination for Good Reason (as defined in Section 8(d) of the Agreement); and

(b) Sam Reed is then acting as the Company's Chief Executive Officer,

then any unvested Basic Restricted Stock and Supplemental Restricted Stock Units on such date of termination shall vest, if at all, on the next and second following anniversaries of the date of grant which immediately follow the Executive's date of termination, in such proportions as outlined and provided in accordance with Section 8(e)(vi) of this Agreement. The remaining portion of the unvested Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, which cannot be vested pursuant to the preceding sentence shall be immediately forfeited and cancelled. The shares of Common Stock corresponding to any Basic Restricted Stock that become vested in accordance with this Subclause (II) shall be distributed to Executive (or, in the case of Executive's death, to Executive's beneficiary) no later than five (5) business days after the date such vesting occurs. The shares of Common Stock corresponding to any Supplemental Restricted Stock Units that become vested after a Qualifying Termination shall be distributed to Executive (or, in the case of Executive's death, to Executive's beneficiary) in accordance with his Distribution Election Form for Supplemental Restricted Stock Units that is in effect on such termination date.

(2) In the event the Executive's termination of employment occurs for any reason other than a Qualifying Termination of Employment pursuant to Subclause (I) or pursuant to Item (1) immediately above, any unvested Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, on such date of termination shall be immediately forfeited and cancelled.

(III) Change of Control . In the event a Change of Control (as defined in Section 8(e)(viii) of the Agreement) and subject to Section 9(b) of the Plan, any unvested Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, on such date of such Change of Control shall be immediately and fully vested. The shares of Common Stock corresponding to any Basic Restricted Stock that become vested in accordance with this Subclause (III) shall be distributed to Executive (or, in the case of Executive's death, to Executive's beneficiary) no later than five (5) business days after the date such vesting occurs. The shares of Common

Stock corresponding to any Supplemental Restricted Stock Units that become vested after a Change of Control shall be distributed to Executive (or, in the case of Executive's death, to Executive's beneficiary) in accordance with his Distribution Election Form for Supplemental Restricted Stock Units that is in effect on such termination date. Notwithstanding the foregoing, the Company (or any committee of the Board of Directors of the Company acting as its delegate on equity compensation matters) may provide that in connection with the Change in Control, each Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, shall instead be cancelled in exchange for an amount (payable in accordance with Section 9(a)(iii) of the Plan) equal to the Change in Control Price (as defined in the Plan) *multiplied by* the number of shares of Common Stock covered by such Basic Restricted Stock Award and/or Supplemental Restricted Stock Unit Award, as the case may be; provided, however, such cash amount, if any, shall be paid at such time as the corresponding shares would have been distributed pursuant to the preceding sentence.

(B) Options .

(I) **Fully Vested .** As of the date of this Amendment, all Options issued to the Executive have fully vested under Section 6(c) of the Agreement.

(II) **Qualifying Termination of Employment .** In the event the Executive's termination of employment is a Qualifying Termination of Employment, all unexercised Options on such date of termination shall remain exercisable until the first to occur of:

- (1) the second anniversary of the date of such termination related to the Qualifying Termination of Employment; or
- (2) June 27, 2015.

(II) **Any Termination Other Than a Qualifying Termination of Employment .** In the event the Executive's termination of employment occurs for any reason other than a Qualifying Termination of Employment, all unexercised Options on such date of termination shall remain exercisable for ninety (90) days following the date of such termination, at which time they shall immediately expire.

(III) **Termination for Cause .** In the event the Executive's employment is terminated for Cause (as defined in Section 8(c) of the Agreement), all unexercised Options shall expire immediately, be forfeited and considered null and void.

(IV) **Change of Control .** In the event a Change of Control (as defined in Section 8(e)(vi) of the Agreement) and subject to Section 9(b) of the Plan, any unexercised Options on such date of such Change of Control shall remain exercisable through June 27, 2015. Notwithstanding the

foregoing, the Company (or any committee of the Board of Directors of the Company acting as its delegate on equity compensation matters) may provide that in connection with the Change in Control, each Option shall be cancelled in exchange for an amount (payable in accordance with Section 9(a)(iii) of the Plan) equal to the excess, if any, of:

- (1) the Change in Control Price (as defined in Section 2(a) of the Plan) for such Option, *over*
- (2) the exercise price for each such Option.

(iii) **Changes in Company's Capital Structure and Impact on Awards** . The Awards shall be subject to adjustment as provided for in Section 6(f) of the Agreement and Section 10(b) of the Plan.

(iv) **Settlement and Exercise of Awards** .

(A) **Settlement of Basic Restricted Stock and Supplemental Restricted Stock Units** . All Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, which vest shall be settled by the Company in shares of Common Stock.

(B) **Exercise of Stock Options** . All Stock Options which vest may be exercised through full payment of the exercise price:

(I) in cash or its equivalent;

(II) by exchanging (including by affirmation of ownership) shares of Common Stock previously owned by the Executive (or by establishing such ownership by affirmation), which for this purpose shall not include shares pledged or otherwise subject to a security interest;

(III) through a Net Exercise (as defined in the Incentive Compensation Plan) or a broker-assisted exercise arrangement with a broker approved by the Company whereby payment of the exercise price is accomplished with the proceeds of the sale of Common Stock issued upon exercise; or

(IV) by a combination of any of Clauses (I), (II) or (III) immediately above or such other method as the Committee may approve.

(v) **Tax Withholding on Awards** . As a condition to receipt of shares of Common Stock upon settlement of the Awards, the Executive must satisfy his/her withholding tax obligations with respect to any such Award through either:

(A) having the Company retain those number of shares of Common Stock whose fair market value equals such amount required to be withheld; or

(B) depositing with the Company an amount of funds equal to the estimated withholding tax liability.

The Company will not deliver any of the shares of Common Stock until and unless the Executive has made proper provision for all applicable tax and similar withholding obligations.

(vi) **Effect of Award**. The Executive, through this Amendment, acknowledges receipt of a copy of the Plan and represents that he/she is familiar with the terms and provisions thereof (and have had an opportunity to consult counsel regarding the Awards' terms), and agrees to be bound by its contractual terms as set forth in the Agreement, the Amendment and in the Plan. The Executive hereby agrees to accept as binding, conclusive and final all decisions and interpretations of the Committee (as defined in Section 2(a) of the Plan) regarding any questions relating to the Awards. In the event of a conflict between the terms and provisions of the Plan and the terms and provisions of the Agreement and this Amendment, the Plan terms and provisions shall prevail.

(vii) **Restriction on Transferability**. Until settlement and/or exercise of the respective Awards, the Awards may not be sold, transferred, pledged, assigned or otherwise alienated at any time. Any attempt to do so contrary to the provisions hereof shall be null and void. Notwithstanding the above, distribution can be made pursuant to will, the laws of descent and distribution, intra-family transfer instruments or to an inter vivos trust.

(viii) **Voting Rights**. The Executive has no voting or any other rights as a shareholder of the Company with respect to the Awards prior to the date on which he/she is issued the shares of Common Stock in settlement thereof. Upon settlement and/or exercise of the Awards into shares of Common Stock, the Executive will obtain full voting and other rights as a shareholder of the Company.

(ix) **Employment Matters**. Except as otherwise provided in an employee benefit plan in which Executive participates or is covered, the value of the Awards shall not and are not included as remuneration for purposes of determining any benefits to which Executive may be entitled under any such employee benefit plan. The Executive's terms and conditions of employment are not affected or changed in any way by these Awards or by the terms of the Plan, the Agreement or the Amendment. No provision of the Agreement or the Amendment hereunder shall give the Executive any right to continue in the employment of the Company, create any inference as to the length of the Executive's employment, affect the right of the Company to terminate the Executive's employment, with or without Cause (as defined in Section 8(c) of the Agreement), or give the Executive any right to participate in any employee welfare or benefit plan or other program (other than the Plan) of the Company. The Executive acknowledges and agrees (by executing this Amendment) that the granting of the Awards was made on a fully discretionary basis by the Company and that, except as expressly provided in the Agreement or the Amendment, the Agreement and this Amendment do not lead to a vested right to further awards in the future.

4. By deleting subparagraph (ii) of paragraph (e) of Section 8 of the Agreement and substituting the following subparagraph (ii) as a part thereof:

“(ii) Except as provided in Section 8(e)(iii), in the event the Employment Period ends by reason of a Termination Without Cause or a Termination for Good Reason, Executive shall receive the Basic Payment in a lump sum payment no later than ten (10) days following the six-month anniversary of the date of such termination event. Notwithstanding the foregoing, with respect to the legally required six month delay in payment of the Basic Payment in the preceding sentence, the Executive shall also be entitled to an earnings component equal to the Basic Payment *multiplied by* the relevant short-term semi-annual applicable federal rate issued by the IRS for the month in which such Basic Payment is scheduled to be paid to the Executive; provided, however, such earnings component shall also be paid in a lump sum at the same time as the Basic Payment.”

5. By deleting subparagraph (iii) of paragraph (e) of Section 8 of the Agreement and substituting the following subparagraph (iii) as a part thereof:

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

6. By deleting subparagraph (vii) of paragraph (e) of Section 8 of the Agreement and substituting the following subparagraph (vii) as a part thereof:

“(vii) In the event of a Termination due to Disability, a Termination Without Cause or a Termination for Good Reason, Executive shall be entitled to continued participation in all medical, dental, hospitalization and life insurance coverage in which he was participating on the date of the termination of his employment until the earlier of (A) the second anniversary (or, in the event Executive receives the Special Payment, then the third anniversary) of his termination of employment, or (B) the date, or dates, he receives equivalent coverage and benefits under the plans and programs of a subsequent employer (such coverages and benefits to be determined on a coverage-by-coverage, or benefit-by-benefit basis). If the Executive’s coverage terminates due to something other than Clauses (A) or (B) above, the Company shall provide Executive with a lump sum payment in an amount equal to the number of remaining months of coverage to which he is entitled times the then applicable premium for the relevant benefit plan in which Executive participated. Such lump sum amount will be paid during the second month following the month in which such coverage expires.”

7. By deleting paragraph (g) of Section 8 of the Agreement and substituting the following new paragraph (g) as a part thereof:

“(g) **Timing of Payments.** Earned Compensation shall be paid in a single lump sum no later than 15 days following the end of the Employment Period. Vested Benefits shall be payable in accordance with the terms of the plan, policy, practice, program, contract or agreement under which such benefits have accrued. Any expense or tax reimbursement or other payment to or for the benefit of Executive under Section 7(c), 7(d), 8(h) or 10(e) of the Agreement shall be made on or before the last day of the taxable following the taxable year in which the expense or tax was incurred by or for the Executive and no such reimbursement or amount of expenses eligible for reimbursement in one year shall affect the expenses eligible for reimbursement in any other year.”

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of this 7th day of November, 2008.

Executive : _____
/s/ David B. Vermynen
David B. Vermynen

Company: _____
/s/ Sam K. Reed
TreeHouse Foods, Inc.

**DISTRIBUTION ELECTION FORM
FOR SUPPLEMENTAL RESTRICTED STOCK UNITS**

**(Made Pursuant to Section 6(b) of the Employment Agreement
Between David B. Vermynen and TreeHouse Foods, Inc.)**

WHEREAS, a Supplemental Restricted Stock Unit grant was made to David B. Vermynen (the “Executive”) under Section 6(b) of his Employment Agreement dated January 27, 2005 (the “Agreement”) with TreeHouse Foods, Inc. (the “Company”);

WHEREAS, the Supplemental Restricted Stock Units which vest are not immediately paid and settled but instead are deferred and distributed no later than five (5) business days following the earlier to occur of (1) June 27, 2010, or (2) the sixth month anniversary of the date the Executive’s employment with the Company terminates;

WHEREAS, pursuant to Section 6(d) of the Agreement, the Supplemental Restricted Stock Units were granted to Executive pursuant to the TreeHouse Foods, Inc. Equity and Incentive Plan (the “Plan”);

WHEREAS, pursuant to Section 11(c) of the Plan, Executive has available a number of timing of distribution options from which to choose relative to payment of his vested Supplemental Restricted Stock Units; and

WHEREAS, IRS Notice 2007-86 provides that “the transition relief provided in Section XI(C) of the Preamble to the Proposed Regulations [relating to changes in payment elections] generally continues to apply through December 31, 2008. Accordingly, with respect to amounts subject to Section 409A, a plan may provide, or be amended to provide, for new payment elections on or before December 31, 2008 with respect to both the time and form of payment of such amounts and the election or amendment will not be treated as a change in the time and form of payment under Section 409A(a)(4) or an acceleration of payment under Section 409A(a)(3), provided that the plan is so amended and elections are made on or before December 31, 2008” (the “Transition Guidance”).

NOW, THEREFORE, the Company and Executive wish to utilize the Transition Guidance and provide the Executive an opportunity to make a final revision to his timing of distribution election related to his Supplemental Restricted Stock Units.

**DISTRIBUTION ELECTION FORM
FOR SUPPLEMENTAL RESTRICTED STOCK UNITS**

In accordance with the transition guidance provided under IRS Notice 2007-86, with respect to any Supplemental Restricted Stock Units in which I may vest, if any, and which have been deferred pursuant to Section 6(b) of my Employment Agreement dated January 27, 2005, I hereby elect to receive my Supplemental Restricted Stock Units, if any, **on the first to occur of (see Note below) of Category (1), Category (2) or Category (3):**

*** YOU MUST ELECT ONE OPTION UNDER EACH CATEGORY BELOW ***

Category (1) A fixed date:

- ☐ **Option A** : June 27, 2010; **or**
- ☐ **Option B** : June 27, 2011; **or**
- ☐ **Option C** : June 27, 2012; **or**
- ☐ **Option D** : June 27, 2013; **or**
- ☐ **Option E** : June 27, 2014; **or**
- ☐ **Option F** : June 27, 2015; **or**
- ☐ **Option G** : I hereby elect that the first to occur of my elections under Category (2) and Category (3) immediately below shall always govern. I do not elect any of the above specified dates as my distribution date.

Category (2) Following my termination of employment:

- ☐ **Option H** : the six month anniversary following my termination of employment with TreeHouse Foods, Inc. for any reason; **or**
- ☐ **Option I** : on the ____ (enter 1, 2, 3, 4 or 5) anniversary of my termination of employment with TreeHouse Foods, Inc. for any reason; **or**
- ☐ **Option J** : I hereby elect that the first to occur of my elections under Category (1) immediately above and Category (3) immediately below shall always govern. I elect a specified payment date for my distribution date with the exception of an acceleration upon a Change of Control.

Category (3) Upon a Change of Control:

- ☐ **Option K** : Within 10 days after the date of a Change of Control (as defined in Section 8(e)(vii) of the Agreement) so long as it qualifies as a "change in control event" for purposes of Internal Revenue Code Section 409A and regulations thereunder.
- ☐ **Option L** : Even following a Change of Control (as defined in Section 8(e)(vii) of the Agreement), I hereby elect that the first to occur of my elections under Category (1) and

Category (2) immediately above shall always govern. I do not elect any acceleration of my distribution upon a Change of Control.

[Note: You MUST check an Option under each Category above. Your Supplemental Restricted Stock Units will be paid upon the first to occur of such dates elected under each Category. So, for example, if you elect Option E, Option H and Option K, and a qualifying Change of Control occurs before July 27, 2014 AND before your employment terminates, you will be paid for your Supplemental Restricted Stock Units within 10 days of the Change of Control.]

IMPORTANT NOTE TO EXECUTIVE : Limited Ability to Change this Distribution Election . This particular Distribution Election Form may be superseded by a later dated form filed with the Company on or before 5:00 p.m., CST on December 31, 2008, at which time the election which is on file with the Company shall then be irrevocable and subject to change only as further described below.

Pursuant to Section 11(d) of the TreeHouse Foods, Inc. Equity and Incentive Plan, the Executive may elect to further defer the relevant distribution date selected above by filing an election form with TreeHouse Foods, Inc. that specifies the later fixed date on which the Executive would like to get paid. This election to further extend the relevant distribution date must be made at least one year before the expiration of the above designated distribution date. This subsequent distribution election will not be effective until at least one year after the date on which the subsequent distribution election has been made. Under the subsequent distribution election, any distribution of Supplemental Restricted Stock Units subsequently rescheduled must occur at least five years from the above designated distribution date.

David B. Vermynen

Date: _____

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN HARRY J. WALSH AND TREEHOUSE FOODS, INC.**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this “Amendment”) dated as of November 7, 2008, is between **TREEHOUSE FOODS, INC.**, a Delaware corporation (the “Company”), and **HARRY J. WALSH** (the “Executive”).

WHEREAS, Executive’s original Employment Agreement dated January 27, 2005 (the “Agreement”) with the Company provides certain benefits which constitute nonqualified deferred compensation which is subject to Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, outside counsel has advised the Company that certain payments of benefits under the Agreement are not currently in compliance with Code Section 409A and are required to be amended for compliance;

WHEREAS, Section 6(e) of the Agreement provides that Executive’s Basic Restricted Stock (under Section 6(a) of the Agreement), Supplemental Restricted Stock Units (under Section 6(b) of the Agreement) and Stock Options (under Section 6(c) of the Agreement) (collectively referred to as the “Awards”) shall be subject to an award agreement and the Company acknowledges that Executive’s Agreement has been operating as such award agreements;

WHEREAS, the Company now desires to fully document the terms and conditions of the Awards and have the Agreement combined with this Amendment dually serve as the respective award agreement for the Awards; and

WHEREAS, pursuant to Section 10(k) of the Agreement, amendment can only be made to the Agreement pursuant to written consent of the Company and Executive.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the foregoing, it is mutually agreed that the Agreement is amended effective January 1, 2008, in the following particulars:

1. By adding the following new sentence immediately at the end of paragraph (b) of Section 4 of the Agreement as a part thereof:

“Such Incentive Compensation shall be paid at such time and in such manner as set forth in the relevant annual incentive compensation plan document.”

2. By deleting the last sentence of the last paragraph of paragraph (b) of Section 6 of the Agreement and substituting the following new sentence as a part thereof:

“The shares of Common Stock corresponding to any vested Supplemental Restricted Share Units, if any, shall be distributed to Executive no later than five (5) business days following the earlier to occur of (i) the fifth anniversary of the date of grant, or (ii) the sixth month anniversary of the date Executive’s employment with the Company terminates, unless the Executive elects (in a manner consistent with the applicable requirements of Sections 409A of the Internal Revenue Code (the “Code”)) to defer the date upon which the shares of Common Stock corresponding to the vested Supplemental Restricted Share Units shall be

distributed by filing the attached Exhibit A with the Compensation Committee of the Board of Directors of the Company.”

3. By deleting paragraph (e) of Section 6 of the Agreement in its entirety and inserting the following new paragraph (e) as a part thereof:

“(e) **Terms and Conditions of Awards** .

(i) **Definitions** .

(A) **Awards** . The term “Awards” shall collectively refer to the Executive’s Basic Restricted Stock (under Section 6(a) of the Agreement), Supplemental Restricted Stock Units (under Section 6(b) of the Agreement) and Stock Options (under Section 6(c) of the Agreement).

(B) **Plan** . The term “Plan” shall mean the TreeHouse Foods, Inc. Equity and Incentive Plan.

(C) **Qualifying Termination of Employment** . The term “Qualifying Termination of Employment” shall mean a termination of the Executive’s employment with the Company due to his death, a Termination due to Disability (as defined in Section 8(b) of the Agreement) a Termination due to Retirement (as defined in Section 8(d) of the Agreement), a Termination Without Cause (as defined in Section 8(c) of the Agreement) or a Termination for Good Reason (as defined in Section 8(d) of the Agreement).

(ii) **Vesting** . The Awards shall generally vest in accordance with the respective provisions of Section 6(a), 6(b) and 6(c), as applicable. Notwithstanding the foregoing:

(A) **Basic Restricted Stock and Supplemental Restricted Stock Units** .

(I) **Qualifying Termination of Employment** . Subject to Subclause (II) below, in the event of the Executive’s termination of employment that is a Qualifying Termination of Employment, any unvested Basic Restricted Stock and Supplemental Restricted Stock Units on such date of termination shall continue to vest, if at all, in accordance with their terms on the same terms and conditions that would have applied if Executive’s employment had not terminated (including eventual expiration if they never vest). The shares of Common Stock corresponding to any Basic Restricted Stock that become vested in accordance with this Subclause (I) shall be distributed to Executive (or, in the case of Executive’s death, to Executive’s beneficiary) no later than five (5) business days after the date such vesting occurs. The shares of Common Stock corresponding to any Supplemental Restricted Stock Units that become vested after a Qualifying Termination shall be distributed to Executive (or, in the case of Executive’s death, to Executive’s beneficiary) in accordance with his Distribution Election Form for Supplemental Restricted Stock Units that is in effect on such termination date.

(II) Exceptions to Qualifying Termination of Employment.

(1) In the event the Executive's termination of employment:

(a) is a Termination Without Cause (as defined in Section 8(c) of the Agreement) or a Termination for Good Reason (as defined in Section 8(d) of the Agreement); and

(b) Sam Reed is then acting as the Company's Chief Executive Officer,

then any unvested Basic Restricted Stock and Supplemental Restricted Stock Units on such date of termination shall vest, if at all, on the next and second following anniversaries of the date of grant which immediately follow the Executive's date of termination, in such proportions as outlined and provided in accordance with Section 8(e)(vi) of this Agreement. The remaining portion of the unvested Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, which cannot be vested pursuant to the preceding sentence shall be immediately forfeited and cancelled. The shares of Common Stock corresponding to any Basic Restricted Stock that become vested in accordance with this Subclause (II) shall be distributed to Executive (or, in the case of Executive's death, to Executive's beneficiary) no later than five (5) business days after the date such vesting occurs. The shares of Common Stock corresponding to any Supplemental Restricted Stock Units that become vested after a Qualifying Termination shall be distributed to Executive (or, in the case of Executive's death, to Executive's beneficiary) in accordance with his Distribution Election Form for Supplemental Restricted Stock Units that is in effect on such termination date.

(2) In the event the Executive's termination of employment occurs for any reason other than a Qualifying Termination of Employment pursuant to Subclause (I) or pursuant to Item (1) immediately above, any unvested Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, on such date of termination shall be immediately forfeited and cancelled.

(III) Change of Control. In the event a Change of Control (as defined in Section 8(e)(viii) of the Agreement) and subject to Section 9(b) of the Plan, any unvested Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, on such date of such Change of Control shall be immediately and fully vested. The shares of Common Stock corresponding to any Basic Restricted Stock that become vested in accordance with this Subclause (III) shall be distributed to Executive (or, in the case of Executive's death, to Executive's beneficiary) no later than five (5) business days after the date such vesting occurs. The shares of Common

Stock corresponding to any Supplemental Restricted Stock Units that become vested after a Change of Control shall be distributed to Executive (or, in the case of Executive's death, to Executive's beneficiary) in accordance with his Distribution Election Form for Supplemental Restricted Stock Units that is in effect on such termination date. Notwithstanding the foregoing, the Company (or any committee of the Board of Directors of the Company acting as its delegate on equity compensation matters) may provide that in connection with the Change in Control, each Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, shall instead be cancelled in exchange for an amount (payable in accordance with Section 9(a)(iii) of the Plan) equal to the Change in Control Price (as defined in the Plan) *multiplied by* the number of shares of Common Stock covered by such Basic Restricted Stock Award and/or Supplemental Restricted Stock Unit Award, as the case may be; provided, however, such cash amount, if any, shall be paid at such time as the corresponding shares would have been distributed pursuant to the preceding sentence.

(B) Options .

(I) **Fully Vested .** As of the date of this Amendment, all Options issued to the Executive have fully vested under Section 6(c) of the Agreement.

(II) **Qualifying Termination of Employment .** In the event the Executive's termination of employment is a Qualifying Termination of Employment, all unexercised Options on such date of termination shall remain exercisable until the first to occur of:

- (1) the second anniversary of the date of such termination related to the Qualifying Termination of Employment; or
- (2) June 27, 2015.

(II) **Any Termination Other Than a Qualifying Termination of Employment .** In the event the Executive's termination of employment occurs for any reason other than a Qualifying Termination of Employment, all unexercised Options on such date of termination shall remain exercisable for ninety (90) days following the date of such termination, at which time they shall immediately expire.

(III) **Termination for Cause .** In the event the Executive's employment is terminated for Cause (as defined in Section 8(c) of the Agreement), all unexercised Options shall expire immediately, be forfeited and considered null and void.

(IV) **Change of Control .** In the event a Change of Control (as defined in Section 8(e)(vi) of the Agreement) and subject to Section 9(b) of the Plan, any unexercised Options on such date of such Change of Control shall remain exercisable through June 27, 2015. Notwithstanding the

foregoing, the Company (or any committee of the Board of Directors of the Company acting as its delegate on equity compensation matters) may provide that in connection with the Change in Control, each Option shall be cancelled in exchange for an amount (payable in accordance with Section 9(a)(iii) of the Plan) equal to the excess, if any, of:

- (1) the Change in Control Price (as defined in Section 2(a) of the Plan) for such Option, *over*
- (2) the exercise price for each such Option.

(iii) **Changes in Company's Capital Structure and Impact on Awards** . The Awards shall be subject to adjustment as provided for in Section 6(f) of the Agreement and Section 10(b) of the Plan.

(iv) **Settlement and Exercise of Awards** .

(A) **Settlement of Basic Restricted Stock and Supplemental Restricted Stock Units** . All Basic Restricted Stock and Supplemental Restricted Stock Units, as the case may be, which vest shall be settled by the Company in shares of Common Stock.

(B) **Exercise of Stock Options** . All Stock Options which vest may be exercised through full payment of the exercise price:

(I) in cash or its equivalent;

(II) by exchanging (including by affirmation of ownership) shares of Common Stock previously owned by the Executive (or by establishing such ownership by affirmation), which for this purpose shall not include shares pledged or otherwise subject to a security interest;

(III) through a Net Exercise (as defined in the Incentive Compensation Plan) or a broker-assisted exercise arrangement with a broker approved by the Company whereby payment of the exercise price is accomplished with the proceeds of the sale of Common Stock issued upon exercise; or

(IV) by a combination of any of Clauses (I), (II) or (III) immediately above or such other method as the Committee may approve.

(v) **Tax Withholding on Awards** . As a condition to receipt of shares of Common Stock upon settlement of the Awards, the Executive must satisfy his/her withholding tax obligations with respect to any such Award through either:

(A) having the Company retain those number of shares of Common Stock whose fair market value equals such amount required to be withheld; or

(B) depositing with the Company an amount of funds equal to the estimated withholding tax liability.

The Company will not deliver any of the shares of Common Stock until and unless the Executive has made proper provision for all applicable tax and similar withholding obligations.

(vi) **Effect of Award**. The Executive, through this Amendment, acknowledges receipt of a copy of the Plan and represents that he/she is familiar with the terms and provisions thereof (and have had an opportunity to consult counsel regarding the Awards' terms), and agrees to be bound by its contractual terms as set forth in the Agreement, the Amendment and in the Plan. The Executive hereby agrees to accept as binding, conclusive and final all decisions and interpretations of the Committee (as defined in Section 2(a) of the Plan) regarding any questions relating to the Awards. In the event of a conflict between the terms and provisions of the Plan and the terms and provisions of the Agreement and this Amendment, the Plan terms and provisions shall prevail.

(vii) **Restriction on Transferability**. Until settlement and/or exercise of the respective Awards, the Awards may not be sold, transferred, pledged, assigned or otherwise alienated at any time. Any attempt to do so contrary to the provisions hereof shall be null and void. Notwithstanding the above, distribution can be made pursuant to will, the laws of descent and distribution, intra-family transfer instruments or to an inter vivos trust.

(viii) **Voting Rights**. The Executive has no voting or any other rights as a shareholder of the Company with respect to the Awards prior to the date on which he/she is issued the shares of Common Stock in settlement thereof. Upon settlement and/or exercise of the Awards into shares of Common Stock, the Executive will obtain full voting and other rights as a shareholder of the Company.

(ix) **Employment Matters**. Except as otherwise provided in an employee benefit plan in which Executive participates or is covered, the value of the Awards shall not and are not included as remuneration for purposes of determining any benefits to which Executive may be entitled under any such employee benefit plan. The Executive's terms and conditions of employment are not affected or changed in any way by these Awards or by the terms of the Plan, the Agreement or the Amendment. No provision of the Agreement or the Amendment hereunder shall give the Executive any right to continue in the employment of the Company, create any inference as to the length of the Executive's employment, affect the right of the Company to terminate the Executive's employment, with or without Cause (as defined in Section 8(c) of the Agreement), or give the Executive any right to participate in any employee welfare or benefit plan or other program (other than the Plan) of the Company. The Executive acknowledges and agrees (by executing this Amendment) that the granting of the Awards was made on a fully discretionary basis by the Company and that, except as expressly provided in the Agreement or the Amendment, the Agreement and this Amendment do not lead to a vested right to further awards in the future.

4. By deleting subparagraph (ii) of paragraph (e) of Section 8 of the Agreement and substituting the following subparagraph (ii) as a part thereof:

“(ii) Except as provided in Section 8(e)(iii), in the event the Employment Period ends by reason of a Termination Without Cause or a Termination for Good Reason, Executive shall receive the Basic Payment in a lump sum payment no later than ten (10) days following the six-month anniversary of the date of such termination event. Notwithstanding the foregoing, with respect to the legally required six month delay in payment of the Basic Payment in the preceding sentence, the Executive shall also be entitled to an earnings component equal to the Basic Payment *multiplied by* the relevant short-term semi-annual applicable federal rate issued by the IRS for the month in which such Basic Payment is scheduled to be paid to the Executive; provided, however, such earnings component shall also be paid in a lump sum at the same time as the Basic Payment.”

5. By deleting subparagraph (iii) of paragraph (e) of Section 8 of the Agreement and substituting the following subparagraph (iii) as a part thereof:

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

6. By deleting subparagraph (vii) of paragraph (e) of Section 8 of the Agreement and substituting the following subparagraph (vii) as a part thereof:

“(vii) In the event of a Termination due to Disability, a Termination Without Cause or a Termination for Good Reason, Executive shall be entitled to continued participation in all medical, dental, hospitalization and life insurance coverage in which he was participating on the date of the termination of his employment until the earlier of (A) the second anniversary (or, in the event Executive receives the Special Payment, then the third anniversary) of his termination of employment, or (B) the date, or dates, he receives equivalent coverage and benefits under the plans and programs of a subsequent employer (such coverages and benefits to be determined on a coverage-by-coverage, or benefit-by-benefit basis). If the Executive’s coverage terminates due to something other than Clauses (A) or (B) above, the Company shall provide Executive with a lump sum payment in an amount equal to the number of remaining months of coverage to which he is entitled times the then applicable premium for the relevant benefit plan in which Executive participated. Such lump sum amount will be paid during the second month following the month in which such coverage expires.”

7. By deleting paragraph (g) of Section 8 of the Agreement and substituting the following new paragraph (g) as a part thereof:

“(g) **Timing of Payments.** Earned Compensation shall be paid in a single lump sum no later than 15 days following the end of the Employment Period. Vested Benefits shall be payable in accordance with the terms of the plan, policy, practice, program, contract or agreement under which such benefits have accrued. Any expense or tax reimbursement or other payment to or for the benefit of Executive under Section 7(c), 7(d), 8(h) or 10(e) of the Agreement shall be made on or before the last day of the taxable following the taxable year in which the expense or tax was incurred by or for the Executive and no such reimbursement or amount of expenses eligible for reimbursement in one year shall affect the expenses eligible for reimbursement in any other year.”

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of this 7 day of November, 2008.

Executive : /s/ Harry J. Walsh
Harry J. Walsh

Company: /s/ Sam K. Reed

TreeHouse Foods, Inc.

**DISTRIBUTION ELECTION FORM
FOR SUPPLEMENTAL RESTRICTED STOCK UNITS**

**(Made Pursuant to Section 6(b) of the Employment Agreement
Between Harry J. Walsh and TreeHouse Foods, Inc.)**

WHEREAS, a Supplemental Restricted Stock Unit grant was made to Harry J. Walsh (the “Executive”) under Section 6(b) of his Employment Agreement dated January 27, 2005 (the “Agreement”) with TreeHouse Foods, Inc. (the “Company”);

WHEREAS, the Supplemental Restricted Stock Units which vest are not immediately paid and settled but instead are deferred and distributed no later than five (5) business days following the earlier to occur of (1) June 27, 2010, or (2) the sixth month anniversary of the date the Executive’s employment with the Company terminates;

WHEREAS, pursuant to Section 6(d) of the Agreement, the Supplemental Restricted Stock Units were granted to Executive pursuant to the TreeHouse Foods, Inc. Equity and Incentive Plan (the “Plan”);

WHEREAS, pursuant to Section 11(c) of the Plan, Executive has available a number of timing of distribution options from which to choose relative to payment of his vested Supplemental Restricted Stock Units; and

WHEREAS, IRS Notice 2007-86 provides that “the transition relief provided in Section XI(C) of the Preamble to the Proposed Regulations [relating to changes in payment elections] generally continues to apply through December 31, 2008. Accordingly, with respect to amounts subject to Section 409A, a plan may provide, or be amended to provide, for new payment elections on or before December 31, 2008 with respect to both the time and form of payment of such amounts and the election or amendment will not be treated as a change in the time and form of payment under Section 409A(a)(4) or an acceleration of payment under Section 409A(a)(3), provided that the plan is so amended and elections are made on or before December 31, 2008” (the “Transition Guidance”).

NOW, THEREFORE, the Company and Executive wish to utilize the Transition Guidance and provide the Executive an opportunity to make a final revision to his timing of distribution election related to his Supplemental Restricted Stock Units.

**DISTRIBUTION ELECTION FORM
FOR SUPPLEMENTAL RESTRICTED STOCK UNITS**

In accordance with the transition guidance provided under IRS Notice 2007-86, with respect to any Supplemental Restricted Stock Units in which I may vest, if any, and which have been deferred pursuant to Section 6(b) of my Employment Agreement dated January 27, 2005, I hereby elect to receive my Supplemental Restricted Stock Units, if any, **on the first to occur of (see Note below) of Category (1), Category (2) or Category (3):**

*** YOU MUST ELECT ONE OPTION UNDER EACH CATEGORY BELOW ***

Category (1) A fixed date:

- ☐ **Option A** : June 27, 2010; **or**
- ☐ **Option B** : June 27, 2011; **or**
- ☐ **Option C** : June 27, 2012; **or**
- ☐ **Option D** : June 27, 2013; **or**
- ☐ **Option E** : June 27, 2014; **or**
- ☐ **Option F** : June 27, 2015; **or**
- ☐ **Option G** : I hereby elect that the first to occur of my elections under Category (2) and Category (3) immediately below shall always govern. I do not elect any of the above specified dates as my distribution date.

Category (2) Following my termination of employment:

- ☐ **Option H** : the six month anniversary following my termination of employment with TreeHouse Foods, Inc. for any reason; **or**
- ☐ **Option I** : on the ____ (enter 1, 2, 3, 4 or 5) anniversary of my termination of employment with TreeHouse Foods, Inc. for any reason; **or**
- ☐ **Option J** : I hereby elect that the first to occur of my elections under Category (1) immediately above and Category (3) immediately below shall always govern. I elect a specified payment date for my distribution date with the exception of an acceleration upon a Change of Control.

Category (3) Upon a Change of Control:

- ☐ **Option K** : Within 10 days after the date of a Change of Control (as defined in Section 8(e)(vii) of the Agreement) so long as it qualifies as a "change in control event" for purposes of Internal Revenue Code Section 409A and regulations thereunder.
- ☐ **Option L** : Even following a Change of Control (as defined in Section 8(e)(vii) of the Agreement), I hereby elect that the first to occur of my elections under Category (1) and

Category (2) immediately above shall always govern. I do not elect any acceleration of my distribution upon a Change of Control.

[Note: You MUST check an Option under each Category above. Your Supplemental Restricted Stock Units will be paid upon the first to occur of such dates elected under each Category. So, for example, if you elect Option E, Option H and Option K, and a qualifying Change of Control occurs before July 27, 2014 AND before your employment terminates, you will be paid for your Supplemental Restricted Stock Units within 10 days of the Change of Control.]

IMPORTANT NOTE TO EXECUTIVE : Limited Ability to Change this Distribution Election . This particular Distribution Election Form may be superseded by a later dated form filed with the Company on or before 5:00 p.m., CST on December 31, 2008, at which time the election which is on file with the Company shall then be irrevocable and subject to change only as further described below.

Pursuant to Section 11(d) of the TreeHouse Foods, Inc. Equity and Incentive Plan, the Executive may elect to further defer the relevant distribution date selected above by filing an election form with TreeHouse Foods, Inc. that specifies the later fixed date on which the Executive would like to get paid. This election to further extend the relevant distribution date must be made at least one year before the expiration of the above designated distribution date. This subsequent distribution election will not be effective until at least one year after the date on which the subsequent distribution election has been made. Under the subsequent distribution election, any distribution of Supplemental Restricted Stock Units subsequently rescheduled must occur at least five years from the above designated distribution date.

Harry J. Walsh

Date: _____

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “**Agreement**”), dated as of November 7, 2008, is by and between TREEHOUSE FOODS, INC., a Delaware corporation (the “**Company**” and **DENNIS F. RIORDAN** (the “**Executive**”) and is, effective as of [DATE], 2008.

WITNESSETH:

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

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

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

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

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

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

4. **Compensation**.

(a) **Base Salary**. As of the Commencement Date, the Company shall pay Executive a base salary at the annual rate of \$388,500 . The Board shall review Executive's base salary no less frequently than annually and may increase such base salary in its discretion. The amount of annual base salary payable under this Section 4(a) shall be reduced, however, to the extent Executive elects to defer such salary under the terms of any deferred compensation or savings plan or arrangement maintained or established by the Company or any of its subsidiaries. Executive's annual base salary payable hereunder, including any increased annual base salary, without reduction for any amounts deferred as described above, is referred to herein as "**Base Salary**". The Company shall pay Executive the portion of his Base Salary not deferred in accordance with its standard payroll practices, but no less frequently than in equal monthly installments.

(b) **Incentive Compensation**. For each full calendar year during the Employment Period, Executive shall be eligible to receive an annual incentive bonus from the Company, with a target bonus opportunity of not less than 60% of his Base Salary which will be payable, if at all, upon the achievement by Executive and/or the Company of performance objectives to be established by the Board in consultation with the Company's Chief Executive Officer and communicated to Executive during the first quarter of such year (the "**Incentive Compensation**"). Without limiting the generality of the foregoing, the actual amount payable to Executive in respect of the Incentive Compensation may be more or less than the targeted opportunity (including zero) based on the actual results against the pre-established performance objectives. Such Incentive Compensation shall be paid at such time and in such manner as set forth in the relevant underlying annual incentive compensation plan document, as in effect from time to time.

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

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

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

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

in each case, whether now existing or established hereafter, in accordance with the generally applicable provisions thereof, as the same may be amended from time to time.

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

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

(d) **Indemnification** . The Company agrees that if Executive is made a party, or is threatened to be made a party, to any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), by reason of the fact that he is or was a director, officer or employee of the Company or any subsidiary or affiliate thereof, or is or was serving at the request of the Company as a director, officer, member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including, in each case, service with respect to employee benefit plans, whether or not the basis of such Proceeding is Executive's alleged action in an official capacity while serving as a director, officer, member, employee or agent, Executive shall be indemnified and held harmless by the Company to the fullest extent legally permitted or authorized by the Company's certificate of incorporation or by-laws or resolutions of the Board or, if greater, by the laws of the State of Delaware, against all cost, expense, liability and loss (including, without limitation, attorney's fees, judgments, fines or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by Executive in connection therewith, and such indemnification shall continue as to Executive even if he has ceased to be a director, officer, member, employee or agent of the Company or other entity and shall inure to the benefit of Executive's heirs, executors and administrators. If Executive serves as a director, officer, member, partner, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise (including, in each case, service with respect to employee benefit plans) which is a subsidiary or affiliate of the Company, it shall be presumed for purposes of this Section 6(d) that Executive serves or served in such capacity at the request of the Company. The Company shall advance to Executive all reasonable costs and expenses incurred by him in connection with a Proceeding within 30 days after receipt by the Company of a written request for such advance. Such request shall include an undertaking by Executive to repay the amount of such advance, if it shall ultimately be determined that he is not entitled to be indemnified against such costs and expenses. The Company agrees to continue and maintain a directors' and officers' liability insurance policy covering Executive to the extent the Company provides such coverage for its other executive officers or directors.

6. **Termination of Employment** .

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

- (i) a termination of Executive's employment on account of Executive's death;
- (ii) a Termination due to Disability;
- (iii) a Termination for Cause;
- (iv) a Termination Without Cause;
- (v) a Termination for Good Reason,;

(vi) a Termination due to Retirement; or

(vii) a Voluntary Termination.

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

(i) four consecutive months; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A “ **Termination due to Retirement** ” means Executive’s voluntary termination of employment after having:

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

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

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

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

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

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

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

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

(A) the third anniversary of his termination of employment;

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

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

If the Executive’s coverage terminates due to something other than Clauses (A), (B) or (C) above, the Company shall provide Executive with a lump sum payment in an amount equal to

the number of remaining months of coverage to which he is entitled times the then applicable premium for the relevant benefit plan in which Executive participated. Such lump sum amount will be paid during the second month following the month in which such coverage expires.

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

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

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

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

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

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

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

(III) the Company or any subsidiary of the Company shall merge with or consolidate into any other corporation, other than a merger or consolidation which would result in the holders of the voting securities of the Company outstanding immediately prior thereto holding immediately

thereafter securities representing more than sixty percent (60%) of the combined voting power of the voting securities of the Company or such surviving entity (or its ultimate parent, if applicable) outstanding immediately after such merger or consolidation; or

(IV) the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, or such a plan is commenced.

(C) “**Date of Termination**” means:

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

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

(D) “**Earned Compensation**” means the sum of:

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

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

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

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

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

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

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

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

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

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

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

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

(f) **Resignation upon Termination** . Effective as of any Date of Termination under this Section 6, Executive shall resign, in writing, from all positions then held by him with the Company and its affiliates.

(g) **Payment Following a Change of Control** . If the aggregate of all payments or benefits made or provided to Executive under Section 6(e)(iii)(A), if applicable, and under all other plans and programs of the Company (the “ **Aggregate Payment** ”) is determined to constitute a Parachute Payment, as such term is defined in Section 280G(b)(2) of the Code, the Company shall pay to Executive, prior to the time any excise tax imposed by Section 4999 of the Code (the “ **Excise Tax** ”) is payable with respect to such Aggregate Payment, an additional amount which, after the

imposition of all income, employment and excise taxes thereon, is equal to the Excise Tax on the Aggregate Payment. The determination of whether the Aggregate Payment constitutes a Parachute Payment and, if so, the amount to be paid to Executive and the time of payment pursuant to this Section 6(g) shall be made by the Company's independent auditor or, if such independent auditor is unwilling or unable to serve in this capacity, such other nationally recognized accounting firm selected by the Company with the consent of the person serving as the Chief Executive Officer of the Company immediately prior to the Change of Control, which consent shall not be unreasonably withheld (the "**Auditor**"). Notwithstanding anything to the contrary, any Aggregate Payment pursuant to this Section 6(g) shall be paid no later than December 31 of the year following the year in which the Executive pays the applicable Excise Tax, and no earlier than the first day of the seventh month following such Executive's termination date.

(h) **Full Discharge of Company Obligations**. The amounts payable to Executive pursuant to this Section 6 following termination of his employment (including amounts payable with respect to Vested Benefits) shall be in full and complete satisfaction of Executive's rights under this Agreement and any other claims he may have in respect of his employment by the Company or any of its subsidiaries other than claims for common law torts or under other contracts between Executive and the Company or its subsidiaries. Such amounts shall constitute liquidated damages with respect to any and all such rights and claims and, upon Executive's receipt of such amounts, the Company shall be released and discharged from any and all liability to Executive in connection with this Agreement or otherwise in connection with Executive's employment with the Company and its subsidiaries and, as a condition to payment of any such amounts that are in excess of the Earned Compensation and the Vested Benefits, following the Date of Termination and if requested by the Company, Executive shall execute a release in favor of the Company in the form approved by the Company.

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

7. **Noncompetition and Confidentiality**.

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

(b) **Confidentiality**. Without the prior written consent of the Company, except:

(i) in the course of carrying out his duties hereunder; or

(ii) to the extent required by an order of a court having competent jurisdiction or under subpoena from an appropriate government agency,

Executive shall not disclose any trade secrets, customer lists, drawings, designs, information regarding product development, marketing plans, sales plans, manufacturing plans, management organization information (including data and other information relating to members of the Board and management), operating policies or manuals, business plans, financial records, packaging design or other financial, commercial, business or technical information relating to the Company or any of its subsidiaries or information designated as confidential or proprietary that the Company or any of its subsidiaries may receive belonging to suppliers, customers or others who do business with the Company or any of its subsidiaries (collectively, “**Confidential Information**”) to any third person unless such Confidential Information has been previously disclosed to the public by the Company or has otherwise become available to the public (other than by reason of Executive’s breach of this Section 7(b)).

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

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

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

8. **Miscellaneous**.

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

(b) **Binding Effect**. This Agreement shall be binding on, and shall inure to the benefit of, the Company and any person or entity that succeeds to the interest of the Company

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

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

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

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

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

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

By-Laws or otherwise required to be taken by it to authorize the execution, delivery and performance by it of this Agreement. This Agreement is a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

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

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

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

If to the Company:

Two Westbrook Corporate Center- Suite 1070
Westchester, IL 60154
Attention: General Counsel
Fax No.: (708) 409-1162

If to Executive:

1833 Morgan Circle
Naperville, IL 60565

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

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

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

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

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

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

TREEHOUSE FOODS, INC.

By: /s/ Sam K. Reed

Name: Sam K. Reed

Title: Chief Executive Officer

EXECUTIVE:

/s/ Dennis F. Riordan

Dennis F. Riordan

**FIRST AMENDMENT TO THE
TREEHOUSE FOODS, INC.
EXECUTIVE DEFERRED COMPENSATION PLAN**

WHEREAS, TreeHouse Foods, Inc. (the “Company”), maintains the TreeHouse Foods, Inc. Executive Deferred Compensation Plan, effective August 1, 2005 (the “Plan”); and

WHEREAS, pursuant to Article XI of the Plan, the Company now desires to amend the Plan for documentary compliance with Internal Revenue Code Section 409A.

NOW, THEREFORE, the Plan is amended, effective January 1, 2008, to read as follows:

1. The first two paragraphs of Section 5.1 of the Plan are amended to read as follows:

“5.1 In the case of a Participant who terminates employment with the Company or ceases to be a member of the Board or an outside director of a subsidiary of the Company, if the amount credited to the Participant’s Account is more than \$15,500 (as adjusted pursuant to Section 402(g)(5) of the Code), the balance of the Participant’s Account shall be paid in cash, to the Participant, at the time the distribution of the Account is to commence, from among the following optional forms of benefit as elected by the Participant on the form provided by the Company upon his or her initial participation in the Plan:

- (1) a lump sum distribution;
- (2) substantially equal annual installments over five (5) years; or
- (3) substantially equal annual installments over ten (10) years.

Notwithstanding the Participant’s distribution election, if the amount credited to a Participant’s Account is equal to or less than \$15,500 at the time distribution of the Account is to commence, payment will be made in a lump sum, and, even if installment payments have commenced under this Section 5.1, at such time as the value of such remaining amounts is \$15,500, all remaining amounts credited to a Participant’s Account shall be distributed in a lump sum. For purposes of determining the \$15,500 limit, the Participant’s deferred compensation attributable to any nonqualified account balance plan, as defined under Treasury Regulation Section 1.409A-1(c)(2), maintained by the Company shall be aggregated.”

2. The first sentence of the third paragraph of Section 5.1 of the Plan is amended to read as follows:

“Payment shall commence within 60 days following the Participant’s termination of employment with the Company or termination as a member of the Board or a director of a subsidiary of the Company, or, if a payment event is elected by the Participant in the Participant’s deferral election form provided by the Committee, within 60 days after such event occurs.”

3. Section 5.2 of the Plan is amended to read as follows:
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“5.2 Payment of a Participant’s benefit on account of death shall be made to the Beneficiary of such Participant in a lump sum in cash within 60 days following the Committee’s receipt of proper notice of such Participant’s death.”

4. Section 5.3 of the Plan is amended to read as follows:

“5.3 The Committee shall have the discretion to accelerate the time or schedule of a payment under the Plan if the Plan fails to meet the requirements of Section 409A of the Code and regulations promulgated thereunder, provided that any such payment does not exceed the amount required to be included in income as a result of such failure.”

5. Section 5.4 of the Plan is amended to read as follows:

“5.4 The payment of benefits under the Plan shall begin at the date specified in accordance with the provisions of Sections 5.1 and 5.2 hereof, provided that the starting date of a payment of benefits may be delayed in accordance with Treasury Regulation Sections 1.409A-3 (d) and (g).”

6. Section 6.1 of the Plan is amended by adding a sentence at the end thereof to read as follows:

“The Plan shall cancel the Participant’s deferral election in place at the time he takes a withdrawal under this Section 6.1 in accordance with Treasury Regulation Section 1.409A-3(j)(4)(viii); and the Participant must make a new deferral election for any subsequent deferral in accordance with Article II and Section 3.1.

7. The last sentence of Article XI of the Plan shall be amended to read as follows:

“Upon termination of the Plan, the Committee, in its sole and absolute discretion, may direct that benefits payments shall be accelerated in accordance with Treasury Regulation Section 1.409A-3(j)(4)(ix). To the extent the Committee determines that such payment is not permitted, the Accounts of Participants shall continue to be held until distributed in accordance with Article V.”

IN WITNESS WHEREOF, the Company, acting by and through its General Counsel and Chief Administrative Officer, has caused this First Amendment to be executed as of the 7 day of November, 2008.

TreeHouse Foods, Inc.

By: /s/ Thomas E. O’Neill

Its: General Counsel and Chief Administrative Officer

**FIRST AMENDMENT TO THE
TREEHOUSE SUPPLEMENTAL RETIREMENT PLAN**

WHEREAS , TreeHouse Foods, Inc. (the “Company”), maintains the TreeHouse Supplemental Retirement Plan, effective January 1, 2006 (the “Plan”); and

WHEREAS , pursuant to Section 3.8 of the Plan, the Company now desires to amend the Plan for documentary compliance with Internal Revenue Code Section 409A.

NOW, THEREFORE , the Plan is amended, effective January 1, 2008, to read as follows:

1. Section 2.2(b) of the Plan is amended to read as follows:

“(b) 401(k) Plan Excess Benefit — Form and Timing . The benefit payable pursuant to subparagraph (a) shall be paid in a lump sum amount to the Participant (or, in the event of his or her death, to his or her beneficiary as designated under the 401(k) Plan) as soon as administratively practicable following the Participant’s death or termination of employment with the Company; but in no event later than March 15 following the close of the Plan Year in which such death or termination of employment takes place, or such other time as may be required under Section 409A of the Code and the regulations issued thereunder.”

2. Section 2.2(d) of the Plan is amended to read as follows:

“(d) Pension Plan Excess Benefit — Payment Form and Timing . The benefit payable pursuant to subparagraph (c) shall be payable to the Participant in an actuarially equivalent lump sum payment, commencing as soon as administratively practicable following the Participant’s death or termination of employment with the Company, but in no event later than March 15 following the close of the Plan Year in which such death or termination of employment takes place, or such other time as may be required under Section 409A of the Code and the regulations issued thereunder. ”

3. Section 3.5 of the Plan is amended to read as follows:

“3.5 Delay of Payment to Key Employees . Any payment to a Participant that is determined to be “deferred compensation” within the meaning of Section 409A of the Code and that is to be made to a Key Employee following such Key Employee’s termination of employment shall be subject to a six (6) month delay, if and to the extent required to achieve compliance with Section 409A of the Code. In such event, payment of the benefit payable under this Plan shall be made to the Key Employee in a single lump sum as soon as administratively practicable following the expiration of such six (6) month period, but in no event later than March 15 following the close of the Plan Year in which such expiration occurs.

For purposes of this Section 3.5, the term “ Key Employee ” shall mean a “specified employee” as such term is defined under Section 409A of the Code and the regulations issued thereunder.”

4. Section 3.9 of the Plan is amended by adding a sentence at the end thereof to read as follows:

“Upon termination of the Plan, the Company, in its sole and absolute discretion, may direct that benefits payments shall be accelerated in accordance with Treasury Regulation Section 1.409A-3(j)(4)(ix). To the extent the Company, in its sole and absolute discretion, determines that such payment is not permitted, Participants’ benefits shall continue to be held until distributed in accordance with Section 2.2.”

IN WITNESS WHEREOF, the Company, acting by and through its General Counsel and Chief Administrative Officer, has caused this First Amendment to be executed as of the 7 day of November, 2008.

TreeHouse Foods, Inc.

By: /s/ Thomas E. O’Neill

Its: General Counsel and Chief Administrative Officer

**FIRST AMENDMENT TO THE
TREEHOUSE FOODS, INC.
2008 INCENTIVE PLAN**

WHEREAS , TreeHouse Foods, Inc. (the “Company”), maintains the TreeHouse Foods, Inc. 2008 Incentive Plan (the “Plan”); and

WHEREAS , pursuant to Section 7 of the Plan, the Compensation Committee of the Board of Directors of the Company now desires to amend the Plan for documentary compliance with Internal Revenue Code Section 409A.

NOW, THEREFORE , Section 6F of the Plan is amended, effective January 1, 2008, to read as follows:

“F. Payment Form and Timing

All payments under the Plan shall be made in the form of a single lump sum and shall be paid no later than May 31 following the close of the Plan Year for which the Performance Goals relate.

Notwithstanding the preceding paragraph, any payments made following a Participant’s return to Active Employment after a leave of absence, which ends after May 31 following the close of the Plan Year for which the Performance Goals relate, shall be due and payable within 30 days of such return to Active Employment, but in no event later than March 15 following the close of the Plan Year in which the Participant returns from such leave of absence.

Payment of incentive awards shall be made in accordance with accepted Company payroll practices. All required taxes, income withholding, and other deductions shall be withheld.”

IN WITNESS WHEREOF, the Compensation Committee of the Board of Directors of the Company, acting by and through the Company’s General Counsel and Chief Administrative Officer, has caused this First Amendment to be executed as of the 7 day of November, 2008.

TreeHouse Foods, Inc.

By: /s/ Thomas E. O’Neill

Its: General Counsel and Chief Administrative Officer

**FIRST AMENDMENT TO THE
BAY VALLEY FOODS
2008 INCENTIVE PLAN**

WHEREAS , Bay Valley Foods (the “Company”), maintains the Bay Valley Foods 2008 Incentive Plan (the “Plan”); and

WHEREAS , pursuant to Section 7 of the Plan, the Compensation Committee of the Board of Directors of TreeHouse Foods, Inc. now desires to amend the Plan for documentary compliance with Internal Revenue Code Section 409A.

NOW, THEREFORE , Section 6F of the Plan is amended, effective January 1, 2008, to read as follows:

“F. Payment Form and Timing

All payments under the Plan shall be made in the form of a single lump sum and shall be paid no later than May 31 following the close of the Plan Year for which the Performance Goals relate.

Notwithstanding the preceding paragraph, any payments made following a Participant’s return to Active Employment after a leave of absence, which ends after May 31 following the close of the Plan Year for which the Performance Goals relate, shall be due and payable within 30 days of such return to Active Employment, but in no event later than March 15 following the close of the Plan Year in which the Participant returns from such leave of absence.

Payment of incentive awards shall be made in accordance with accepted Company payroll practices. All required taxes, income withholding, and other deductions shall be withheld.”

IN WITNESS WHEREOF, the Compensation Committee of the Board of Directors of TreeHouse Foods, Inc., acting by and through the General Counsel and Chief Administrative Officer of TreeHouse Foods, Inc., has caused this First Amendment to be executed as of the 7 day of November, 2008.

Bay Valley Foods.

By: /s/ Thomas E. O’Neill

General Counsel and Chief Administrative Officer,
TreeHouse Foods, Inc.

**FIRST AMENDMENT TO THE
TREEHOUSE FOODS, INC.
EQUITY AND INCENTIVE PLAN**

WHEREAS , TreeHouse Foods, Inc. (the “Company”), maintains the TreeHouse Foods, Inc. Equity and Incentive Plan, as amended and restated effective February 16, 2007 (the “Plan”); and

WHEREAS , pursuant to Section 10(a) of the Plan, the Board of Directors of the Company now desires to amend the Plan for documentary compliance with Internal Revenue Code Section 409A.

NOW, THEREFORE , Section 11(b)(iv) of the Plan is amended, effective January 1, 2008, by adding a sentence at the end thereof to read as follows:

“Any such deferral election must defer receipt for a period of at least two years.”

IN WITNESS WHEREOF, the Board of Directors of the Company, acting by and through the Company’s General Counsel and Chief Administrative Officer, has caused this First Amendment to be executed as of the 7 day of November, 2008.

TreeHouse Foods, Inc.

By: /s/ Thomas E. O’Neill

Its: General Counsel and Chief Administrative Officer

**TREEHOUSE FOODS, INC.
EXECUTIVE SEVERANCE PLAN**

(As Amended and Restated as of January 1, 2008)

WHEREAS, TreeHouse Foods, Inc. (the “Company”) originally established the Treehouse Foods, Inc. Executive Severance Plan, effective May 1, 2006 (the “Plan”);

WHEREAS, the Plan contains severance provisions for involuntary terminations by the Company without Cause or for voluntary terminations by the executive for Good Reason;

WHEREAS, the Plan provides severance benefits to certain employees of the Company and subsidiaries thereof, as identified in Appendix A (the “Executive” or “Executives”);

WHEREAS, the Plan shall not be applicable to employees of the Company (or any subsidiary thereof) whose employment is subject to an employment agreement, unless such agreement expressly states that such employee shall be eligible to participate in the Plan;

WHEREAS, generally, severance provisions, by their terms, constitute nonqualified deferred compensation arrangements under Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, the new Code Section 409A rules contain restrictive requirements on the timing of distributions specifically with respect to executives who constitute “specified employees” for purposes of Code Section 409A and failure to comply with the new Code Section 409A rules could subject executives to a 20% penalty tax, in addition to regular income taxes and an enhanced interest rate for underpayment of tax; and

WHEREAS, the Company has determined that it is desirable to make certain written amendments to the Plan in order to be compliant with Code Section 409A and that such written amendments, pursuant to IRS Notice 2007-86, are permitted to be made at any time on or before December 31, 2008.

NOW, THEREFORE, the Plan is hereby amended and restated in its entirety effective as of January 1, 2008 and it supersedes all prior plans, policies and practices of the Company (or any subsidiary thereof); for the Executives listed on Appendix A, the Plan is the only severance program for such Executives.

1. Definitions.

(a) “**Base Salary**” means the regular annual rate of base salary in effect on the Executive’s date of termination (or on the date of a Change of Control, if such amount is greater).

(b) “**Cause**” means:

- (i) Executive's conviction of a felony or the entering by Executive of a plea of nolo contendere to a felony charge;
 - (ii) Executive's gross neglect or willful and intentional gross misconduct in the performance of, or willful, substantial and continual refusal by Executive to perform, the duties, responsibilities or obligations assigned to Executive; or
 - (iii) a material breach by Executive of the Code of Ethics applicable to employees of the Company (or any subsidiary), as in effect from time to time.
- (c) “**Change of Control**” means the occurrence of any of the following events following the Effective Date:
- (i) any “person” (as such term is used in Section 13(d) of the Exchange Act, but specifically excluding the Company, any wholly-owned subsidiary of the Company and/or any employee benefit plan maintained by the Company or any wholly-owned subsidiary of the Company) becomes the “beneficial owner” (as determined pursuant to Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing thirty percent (30%) or more of the combined voting power of the Company's then outstanding securities; or
 - (ii) individuals who currently serve on the Board, or whose election to the Board or nomination for election to the Board was approved by a vote of at least two-thirds (2/3) of the directors who either currently serve on the Board, or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board; or
 - (iii) the Company or any subsidiary of the Company shall merge with or consolidate into any other corporation, other than a merger or consolidation which would result in the holders of the voting securities of the Company outstanding immediately prior thereto holding immediately thereafter securities representing more than sixty percent (60%) of the combined voting power of the voting securities of the Company or such surviving entity (or its ultimate parent, if applicable) outstanding immediately after such merger or consolidation; or
 - (iv) the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, or such a plan is commenced.
- (d) “**Code**” means the Internal Revenue Code of 1986, as amended.
- (e) “**Earned Compensation**” means the sum of:
- (i) any Base Salary earned, but unpaid, for services rendered to the Company (or a subsidiary) on or prior to the Executive's date of termination, which shall be payable in a lump sum no later than the Company's next regularly scheduled payroll date following the Executive's date of termination;

(ii) any annual Incentive Compensation payable for services rendered in the calendar year preceding the calendar year in which the Executive's date of termination occurs that has not been paid on or prior to the Executive's date of termination (other than Base Salary and Incentive Compensation that has been deferred, if any, pursuant to Executive's election), and which is paid at the time all other executives are paid with respect to such calendar year and payable under the terms of the applicable underlying incentive plan; provided, however, in the event of a termination of the Executive without Cause and which entitles the Executive to payment under Section 4(a) hereof (*i.e.* , following a Change of Control), "Earned Compensation" shall include any annual Incentive Compensation payable for services rendered in the calendar year preceding the calendar year in which the Executive's date of termination occurs, notwithstanding any requirement that the Executive be in active employment on the date such Incentive Compensation is paid or any other terms of the applicable incentive plan to the contrary;

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

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

(f) "**Good Reason**" means a termination of Executive's employment by Executive within ninety (90) days following:

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

(ii) a material reduction in Executive's duties and responsibilities or the assignment to Executive of duties and responsibilities which are materially inconsistent with Executive's duties or which materially impair Executive's ability to function in his/her current position.

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

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

(B) unless Executive shall have delivered a written notice to

(I) the Chief Executive Officer with respect any Executive with a title of Senior Vice President or higher; or

(II) any officer with the title of Senior Vice President or higher with respect to an Executive not covered by Subclause (I) immediately above,

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

(g) “**Incentive Compensation**” means with respect to any calendar year, the annual incentive bonus paid or payable under any applicable plan or program of the Company (or a subsidiary) providing for incentive compensation.

(h) “**Key Employee**” means a “specified employee” as such term is defined under Code Section 409A and the regulations issued thereunder.

(i) “**Severance Period**” means the period of time over which payments are made pursuant to Sections 3(b) or 4(a) hereof, as identified in Appendix A with respect to each eligible Executive.

(j) “**Target Incentive Compensation**” means with respect to any calendar year, the annual incentive bonus the Executive would have been entitled to receive under any applicable plan or program of the Company (or of a subsidiary) providing for incentive compensation had he remained employed by the Company (or a subsidiary) and assuming that performance at the level designated as “target” for such calendar year had been met.

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

2. **Eligibility.** The Plan is available to those Executives identified in Appendix A, as such may be amended from time to time by the Compensation Committee, or its duly authorized designee, in its sole discretion.

3. Benefits upon Certain Terminations.

(a) **Termination for Any Reason.** In the event of the termination of Executive’s employment for any reason, Executive shall be entitled to:

- (i) any Earned Compensation as of the date of termination; and
- (ii) Vested Benefits, if any.

Nothing in this Plan shall amend or modify the terms of any Benefit Plan(s). No additional termination benefits shall be paid or payable to or in respect of the Executive pursuant to this Plan unless such Executive qualifies for payment under Section 3(b) or 4(a) hereof.

(b) **Involuntary or Constructive Termination** . If the Executive's employment with the Company (or a subsidiary, as applicable) is terminated by the Company (or the subsidiary, as applicable) without Cause, or the Executive has Good Reason to terminate employment, the Executive shall be entitled to the following payments and other benefits (in addition to the payments under Section 3(a) hereof):

(i) **Salary Continuation** . Executives shall receive salary continuation payments in an amount equal to one (1) times (or such other multiple as may be specifically identified with respect to a particular Executive in Appendix A) the Executive's Base Salary (the "**Salary Continuation**"). As permitted pursuant to Treasury Regulation Section 1.409A-1(b)(9)(iii), such Salary Continuation amount shall be payable as follows:

(A) an amount equal to *the lesser of*:

(I) fifty percent (50%) of Executive's annual Base Salary as of his/her date of termination; or

(II) two (2) times the compensation limit of Code Section 401(a)(17) (*i.e.*, \$460,000 for 2008)

shall be paid to Executive equally (or approximately equally) over the number of pay periods between his/her date of termination and the seventh month anniversary of Executive's date of termination in accordance with the Company's (or the subsidiary's, as applicable) standard payroll practices; and

(B) an amount equal to the Executive's Salary Continuation *reduced by* the amount paid to Executive under Clause

(A) immediately above shall be paid to Executive equally (or approximately equally) over the number of pay periods between his/her seventh month anniversary of his/her date of termination and the final month anniversary of his/her date of termination through which Salary Continuation is available (*e.g.* , one times Base Salary is available for twelve (12) months, two times Base Salary is available for twenty-four (24) months, etc.) in accordance with the Company's (or the subsidiary's, as applicable) standard payroll practices; and

(ii) **Target Incentive Pay** . Executives shall receive Target Incentive Compensation in an amount equal to one (1) times (or such other multiple as may be specifically identified with respect to a particular Executive in Appendix A) the Executive's Incentive Compensation for the calendar year which includes his/her date of termination. Target Incentive Compensation (prorated, as applicable) shall be paid in a single lump sum payment paid at the time all other executives are paid with respect to the respective calendar year in accordance with the underlying incentive plan terms and conditions. Notwithstanding anything to the contrary, Tier III Executives shall not be eligible to receive Target Incentive Compensation.

(iii) **Medical Benefits** . The Company will provide comparable medical (including prescription drug), dental, hospitalization and life insurance benefits, as applicable, to the Executive and his/her eligible dependents for the Severance Period,

provided the Executive continues to pay the applicable employee rate for such coverage. Executive's coverage shall continue until the earlier of:

(A) the last day of the Severance Period;

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

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

If the Executive's coverage under this subparagraph (iii) terminates due to any event or occurrence other than Clauses (A), (B) or (C) above, the Company shall provide Executive with a lump sum payment in an amount equal to the number of remaining months of coverage to which he/she is entitled times the then applicable Company portion of the premium for the relevant benefit plan in which Executive participated. Such lump sum amount will be paid during the second month following the month in which such coverage expires. Any such coverage provided by the Company shall be provided under the benefit plan(s) applicable to employees of the Company (or the subsidiary, as applicable) in general and shall be subject to the terms of such plan(s), as such terms may be amended by the Company in its sole discretion from time to time. In the case of any coverage or plan to which the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA) would apply, any continuation of such coverage shall run concurrently with any period of continuation coverage required under COBRA and shall otherwise be provided in accordance with COBRA and the regulations issued thereunder. Nothing in this Agreement shall amend or modify the terms of any plan, contract or program providing for medical, prescription drug, dental, hospitalization and/or life insurance benefits.

4. Benefits upon Change of Control and Termination .

(a) **Payments Following a Change of Control .** In lieu of the payments due under Section 3(b) hereof, in the event the Executive's employment with the Company is terminated by reason of a termination without Cause or termination for Good Reason within the twenty-four (24) month period immediately following a Change of Control, the Executive shall be entitled to the following payments and other benefits (in addition to the payments under Section 3(a) hereof):

(i) **Severance Payment .** Executives shall receive an amount equal to one (1) times (or such other multiple as may be specifically identified with respect to a particular Executive in Appendix A relating to a Change of Control) *the sum of* :

(A) the Executive's Base Salary, plus

(B) the Executive's Target Incentive Compensation

(collectively, the “ **Severance Payment** ”). As permitted pursuant to Treasury Regulation Section 1.409A-1(b)(9)(iii), such Severance Payment amount shall be payable as follows:

(I) an amount equal to *the lesser of*:

(1) fifty percent (50%) of Executive’s annual Base Salary as of his/her date of termination; or

(II) two (2) times the compensation limit of Code Section 401(a)(17) (*i.e.*, \$460,000 for 2008)

shall be paid to Executive equally (or approximately equally) over the number of pay periods between his/her date of termination and the seventh month anniversary of Executive’s date of termination in accordance with the Company’s (or the subsidiary’s, as applicable) standard payroll practices; and

(II) an amount equal to the Executive’s Salary Continuation (which but for the Change of Control would have been paid pursuant to Section 3(b) hereof) **reduced by** the amount paid to Executive under Subclause (I) immediately above shall be paid to Executive equally (or approximately equally) over the number of pay periods between his/her seventh month anniversary of his/her date of termination and the final month anniversary of his/her date of termination through which Salary Continuation would have been available to Executive pursuant to Section 3(b) hereof but for the Change of Control (*e.g.* , one times Base Salary is available for twelve (12) months, two times Base Salary is available for twenty-four (24) months, etc.) in accordance with the Company’s (or the subsidiary’s, as applicable) standard payroll practices; and

(III) the remainder, which is an amount equal to the Severance Payment **reduced by** the amount paid to Executive under Subclauses (I) and (II) immediately above, shall be paid to Executive in a lump sum no later than the seventh month anniversary of his/her date of termination;

(ii) **Medical Benefits** . The Company will provide comparable medical (including prescription drug), dental, hospitalization and life insurance benefits, as applicable, to the Executive and his/her eligible dependents for the Severance Period, provided the Executive continues to pay the applicable employee rate for such coverage. Executive’s coverage shall continue until the earlier of:

(A) the last day of the Severance Period;

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

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

If the Executive's coverage under this subparagraph (ii) terminates due to something other than Clauses (A), (B) or (C) immediately above, the Company shall provide Executive with a lump sum payment in an amount equal to the number of remaining months of coverage to which he/she is entitled times the then applicable Company portion of the premium for the relevant benefit plan in which Executive participated. Such lump sum amount will be paid during the second month following the month in which such coverage expires. Any such coverage provided by the Company shall be provided under the benefit plan(s) applicable to employees of the Company (or the subsidiary, as applicable) in general and shall be subject to the terms of such plan(s), as such terms may be amended by the Company in its sole discretion from time to time. In the case of any coverage or plan to which the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA) would apply, any continuation of such coverage shall run concurrently with any period of continuation coverage required under COBRA and shall otherwise be provided in accordance with COBRA and the regulations issued thereunder. Nothing in this Agreement shall amend or modify the terms of any plan, contract or program providing for medical, prescription drug, dental, hospitalization and/or life insurance benefits.

(b) Parachute Excise Tax.

(i) **Gross-Up for Tax Liability under Section 4999 of the Code** . If the aggregate of all payments or benefits made or provided to Executive with respect to payment under Section 4(a) hereof, if applicable, and under all other plans and programs of the Company (the "**Aggregate Payment**") is determined to constitute a Parachute Payment, as such term is defined in Section 280G(b)(2) of the Code, and exceeds an amount which is equal to three (3) times the Executive's "base amount" (as such term is defined in accordance with Section 280G(b)(3)) by more than 10%, then the Company shall pay to Executive, prior to the time any excise tax imposed by Section 4999 of the Code (the "**Excise Tax**") is payable with respect to such Aggregate Payment, an additional amount which, after the imposition of all income, employment and excise taxes thereon, is equal to the Excise Tax on the Aggregate Payment.

(ii) **Limitation on the Amount of Payment**. If Aggregate Payment is determined to constitute a Parachute Payment, as such term is defined in Section 280G(b)(2) of the Code, and equals three (3) times the Executive's "base amount" (as such term is defined in accordance with Section 280G(b)(3)) or exceeds such amount by 10% or less, then the Company shall reduce the amount payable under Section 4(a) to an amount, the value of which is one dollar (\$1.00) less than an amount which is equal to three (3) times the Executive's "base amount" and no payment shall be required or made pursuant to Section 4(b)(i) hereof.

(iii) **Determination by Independent Auditor** . The determination of whether the Aggregate Payment constitutes a Parachute Payment and, if so, whether

such amount shall be subject to an excise tax imposed under Section 4999 of the Code, as well as the determination of the amount to be paid to Executive and the time of payment pursuant to this Section 4 shall be made by the Company's independent auditor or, if such independent auditor is unwilling or unable to serve in this capacity, such other nationally recognized accounting firm selected by the Company with the consent of the person serving as the Chief Executive Officer of the Company immediately prior to the Change of Control, which consent shall not be unreasonably withheld. For purposes of this calculation, the Executive shall be deemed to pay federal, state and local taxes at the highest marginal rate of taxation for the applicable tax year.

(iv) **Payment.** The estimated amount of the payment due the Executive pursuant to paragraphs (4)(b)(i) or (ii), as applicable, shall be paid to the Executive in a lump sum not later than thirty (30) business days following the delivery of such estimate to the Executive and the Company. In the event that the amount of the estimated payment is less than the amount actually due to the Executive under this Section 4(b), the amount of any shortfall shall be paid to the Executive within ten (10) business days after the existence of the shortfall is determined.

5. **Conditions and Limitations on Severance Payments.** The following conditions and limitations shall apply to all severance benefits payable under this Plan and all severance payments under the Plan shall be specifically conditioned upon the Executive's satisfaction of the conditions noted:

(a) **Full Discharge of Company Obligations.** The amounts payable to Executive under this Plan following termination of his/her employment (including amounts payable with respect to Vested Benefits) shall be in full and complete satisfaction of Executive's rights under this Plan and any other claims he/she may have in respect of his/her employment by the Company or any of its subsidiaries other than claims for common law torts or under other contracts between Executive and the Company or its subsidiaries. Such amounts shall constitute liquidated damages with respect to any and all such rights and claims and, upon Executive's receipt of such amounts, the Company and all its subsidiaries shall be released and discharged from any and all liability to Executive in connection with this Plan or otherwise in connection with Executive's employment with the Company and its subsidiaries and, as a condition to payment of any such amounts that are in excess of the Earned Compensation and the Vested Benefits following the date of termination, Executive and the Company shall execute (and not revoke) a valid mutual release to be prepared by the Company pursuant to which the Executive and the Company (and its subsidiaries and affiliates) shall each mutually agree to release the other, to the maximum extent permitted under applicable law, from any and all claims either party may have against the other that relate to or arise out of the employment or termination of employment of the Executive, except any claims or rights which cannot be waived by law.

(b) **No Mitigation; No Offset.** In the event of any termination of employment that entitles the Executive to a payment or payments under this Plan, Executive shall be under no obligation to seek other employment and there shall be no offset against amounts due Executive under this Plan on account of any remuneration attributable to any subsequent employment that he/she obtain, except as may be applied pursuant to COBRA or other applicable law respecting the continuation of benefits.

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

(d) **Confidentiality** . Without the prior written consent of the Company, except:

(i) in the course of carrying out his or her duties hereunder; or

(ii) to the extent required by an order of a court having competent jurisdiction or under subpoena from an appropriate government agency,

Executive shall not disclose any trade secrets, customer lists, drawings, designs, information regarding product development, marketing plans, sales plans, manufacturing plans, management organization information (including data and other information relating to members of the Board and management), operating policies or manuals, business plans, financial records, packaging design or other financial, commercial, business or technical information relating to the Company or any of its subsidiaries or information designated as confidential or proprietary that the Company or any of its subsidiaries may receive belonging to suppliers, customers or others who do business with the Company or any of its subsidiaries (collectively, "Confidential Information") to any third person unless such Confidential Information has been previously disclosed to the public by the Company or has otherwise become available to the public (other than by reason of Executive's breach of this Section 6(d)).

(e) **Non-Solicitation of Employees** . During Executive's employment with the Company, and any subsidiary thereof, and during the twelve (12) month period following any termination of Executive's employment for any reason, Executive shall not, except in the course of carrying out his/her duties hereunder, directly or indirectly induce any employee of the Company or any of its subsidiaries to terminate employment with such entity, and shall not directly or indirectly, either individually or as owner, agent, employee, consultant or otherwise, knowingly employ or offer employment to any person who is or was employed by the Company or a subsidiary thereof unless such person shall have ceased to be employed by such entity for a period of at least six (6) months.

(f) **Non-Disparagement** . Executive shall not disparage, slander or injure the business reputation or goodwill of the Company (or any subsidiary) in any material way, including, by way of illustration, through any contact with vendors, suppliers, employees or agents of the Company (or any subsidiary) which could harm the business reputation or goodwill of the Company (or any subsidiary).

(g) **Confidentiality of Payments under the Plan** . Executive shall keep all aspects of this Plan not otherwise currently publicly available strictly confidential, including but not limited to the fact, amount and/or duration of any payment under this Plan strictly confidential, except that Executive may make necessary disclosures to his/her attorney(s) or tax advisor(s) that are retained to advise Executive in connection with amounts paid under this Plan.

(h) **Remedies** . To the extent permitted by law, if the Company determines that the Executive has engaged in any of the restricted activities referenced in this Section 5, the Company will immediately cease any unpaid severance payments and will have the right to seek repayment of any such payments that have already been made. In addition, the covenants and obligations of Executive with respect to confidentiality, Company property, non-competition, non-solicitation and non-disparagement relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations may cause the Company irreparable injury for which adequate remedies are not available at law. Therefore, the Company shall be entitled to an injunction, restraining order or such other equitable relief restraining Executive from committing any violation of the covenants and obligations under the Plan. These injunctive remedies shall be cumulative and in addition to any other rights and remedies the Company has at law or in equity.

6. **Miscellaneous** .

(a) **Survival** . Sections 5(d), (e), (f), (g) and (h) (relating to confidentiality, non-competition, non-solicitation and non-disparagement) and 6(p) (relating to governing law) shall survive the termination of this Plan.

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

(c) **Inalienability; Assignment** . Except as provided under Section 6(b), in no event may any Executive sell, transfer, anticipate, assign or otherwise dispose of any right or interest under the Plan. At no time will any such right or interest be subject to the claims of creditors nor liable to attachment, execution or other legal process..

(d) **Entire Plan** . This Plan document constitutes the entire understanding of the Company and the Executive with respect to the matters referred to herein. With respect to Executives identified in Appendix A, this Plan supersedes all prior plans, policies and practices of the Company, including provisions of a prior employment agreement, if any, between the Executive and the Company (or a subsidiary) with respect to severance or separation pay for the Executive. The Plan is the only severance program for such Executives.

(e) **Severability; Reformation** . In the event that one or more of the provisions of this Plan shall become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby. In the event any of Sections 5 (d), (e), (f), (g) or (h) is not enforceable in accordance with its

terms, such Section(s) shall be interpreted or reformed to make such Section enforceable in a manner which provides the Company the maximum rights permitted at law.

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

(g) **Administration**.

(i) **Powers of Administrator**. The Plan is administered by the Compensation Committee of the Board of Directors of TreeHouse Foods, Inc. The Plan Administrator has the power, in its sole discretion, to approve and interpret the Plan, to decide all matters under the Plan, including eligibility to participate and benefit entitlement, and to adopt rules and procedures it deems appropriate for the administration and implementation of the Plan. The Plan Administrator's determinations and interpretations shall be conclusive and binding on all individuals. In administering the Plan, the Plan Administrator may, at its option, employ compensation consultants, accountants, counsel and other persons to assist or render advice and other services, all at the expense of the Company.

(ii) **Authority to Delegate**. The Plan Administrator may delegate all or part of its authority to such other person or persons as the Plan Administrator designates from time to time. The Plan Administrator has delegated to the Senior Vice President (SVP), Administration, of the Company authority to determine eligibility under the Plan and authority over all aspects of day-to-day administration of the Plan (including but not limited review of claims for benefits). The actions of the SVP, Administration shall be final and binding on all employees and Participants.

(iii) **Indemnification**. The Company shall indemnify and hold harmless each of the members of the Compensation Committee and any employee to whom any of the duties of the Compensation Committee may be delegated, from and against any and all claims, losses, costs, damages expenses or liabilities arising from any action or failure to act with respect to this Plan, except in the case of willful misconduct by such member or such employee. This indemnification shall be in addition to, and not in limitation of, any other indemnification of any such member or employee.

(h) **Claims**. Any person that believes he/she is entitled to any payment under the Plan may submit a claim in writing to the Company. Any such claim should be sent to TreeHouse Foods, Inc., Attention: Senior Vice President of Administration, 2 Westbrook Corporate Center, Suite 1070, Westchester, Illinois 60154. If the claim is denied (either in full or in part), the claimant will be provided with written notice explaining the specific reasons for the denial and referring to the provisions of the Plan on which the denial is based. The notice will describe any additional information needed to support the claim. The denial notice will be provided within 90 days after the claim is received. If special circumstances

require an extension of time (up to 90 days), written notice of the extension will be given within the initial 90-day period.

(i) **Appeal Procedure** . If a claimant's claim is denied, the claim may apply in writing to the Compensation Committee for a review of the decision denying the claim. The claimant then has the right to review pertinent documents and to submit issues and comments in writing. The Compensation Committee will provide written notice of its decision on review within 60 days after it receives a review request. If additional time (up to 60 days) is needed to review the request, the claimant will be given written notice of the reason for the delay.

(j) **Source of Payments** . All payments under the Plan will be paid in cash (except with respect to the payment of Vested Benefits which will be paid in accordance with the terms of the applicable Benefit Plans) from the general funds of the Company; no separate fund will be established under the Plan and no assets will be segregated or set aside for the sole purpose of making payments under the Plan. Any right of any person to receive any payment under the Plan will be no greater than the right of any other unsecured creditor of the Company.

(k) **No Expansion of Employment Rights** . Neither the establishment or maintenance of the Plan, the payment of any amount under the Plan, nor any action of the Company, or any subsidiary thereof, shall confer upon any individual any right to be continued as an employee nor any right or interest in the Plan other than as provided in the Plan.

(l) **Amendment and Termination** . The Company reserves the right, in its sole and absolute discretion, to amend or terminate the Plan, in whole or in part, for any reason or no reason, at any time and from time to time; provided, however, that no amendment or termination of the Plan shall take effect until the expiration of a six (6) month period from the date such amendment is adopted or such decision to terminate is made by the Board of Directors of the Company, or its duly authorized designee. Any such amendment or termination may affect the benefits payable to an Executive.

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

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

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

IN WITNESS WHEREOF , TreeHouse Foods, Inc., by its duly authorized officer, has executed this Plan on the date indicated below.

TREEHOUSE FOODS, INC.

By: /s/ Thomas E. O'Neill

Its: General Counsel and Chief Administrative Officer

Date: November 7, 2008

APPENDIX A

Tier I Executives

<u>Title</u>	<u>Company</u>	<u>Regular Severance</u>	<u>Severance Period For Regular Severance</u>	<u>Change in Control Severance</u>
Senior Vice President and Chief Financial Officer	TreeHouse Foods, Inc.	2x Base Salary 2x Target Incentive Compensation	24 months	3x Base Salary 3x Target Incentive Compensation

Tier II Executives

<u>Title</u>	<u>Company</u>	<u>Regular Severance</u>	<u>Severance Period For Regular Severance</u>	<u>Change in Control Severance</u>
Senior Vice President—HR	TreeHouse Foods, Inc.	1x Base Salary 1x Target Incentive Compensation	12 months	2x Base Salary 2x Target Incentive Compensation

Tier III Executives

<u>Title</u>	<u>Company</u>	<u>Regular Severance</u>	<u>Severance Period For Regular Severance</u>	<u>Change in Control Severance</u>
Vice President & Assistant General Counsel	TreeHouse Foods, Inc.	1x Base Salary	12 months	1x Base Salary 1x Target Incentive Compensation
Senior Vice Presidents	Bay Valley Foods LLC	1x Base Salary	12 months	1x Base Salary 1x Target Incentive Compensation
Vice Presidents	Bay Valley Foods LLC	1x Base Salary	12 months	1x Base Salary 1x Target Incentive Compensation