

SMUCKER J M CO (SJM)

10-Q

Quarterly report pursuant to sections 13 or 15(d)

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

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTIONS 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended January 31, 2011

or

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

For the transition period from ____ to ____

Commission file number 1-5111

THE J. M. SMUCKER COMPANY

(Exact name of registrant as specified in its charter)

Ohio
(State or other jurisdiction of incorporation or organization)

34-0538550
(I.R.S. Employer Identification No.)

One Strawberry Lane
Orrville, Ohio
(Address of principal executive offices)

44667-0280
(Zip code)

Registrant's telephone number, including area code: (330) 682-3000

N/A

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for at least the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller Reporting Company ☐
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The Company had 115,988,437 common shares outstanding on February 28, 2011.

The Exhibit Index is located at Page No. 34.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

THE J. M. SMUCKER COMPANY CONDENSED STATEMENTS OF CONSOLIDATED INCOME

(Unaudited)

	Three Months Ended January 31,		Nine Months Ended January 31,	
	2011	2010	2011	2010
	(Dollars in thousands, except per share data)			
Net sales	\$ 1,312,351	\$ 1,205,939	\$ 3,638,576	\$ 3,536,210
Cost of products sold	821,086	747,635	2,222,681	2,179,627
Cost of products sold — restructuring	16,851	0	38,376	0
Gross Profit	474,414	458,304	1,377,519	1,356,583
Selling, distribution, and administrative expenses	214,325	214,411	640,407	648,573
Amortization	18,515	18,570	55,513	55,259
Impairment charges	17,155	9,807	17,155	9,807
Merger and integration costs	2,746	4,672	8,175	29,296
Other restructuring costs	8,414	0	34,863	0
Other operating expense — net	297	978	3,241	3,742
Operating Income	212,962	209,866	618,165	609,906
Interest income	779	310	1,784	2,367
Interest expense	(18,132)	(14,236)	(53,176)	(50,660)
Other income — net	170	1,221	487	1,784
Income Before Income Taxes	195,779	197,161	567,260	563,397
Income taxes	63,784	61,682	182,658	189,865
Net Income	<u>\$ 131,995</u>	<u>\$ 135,479</u>	<u>\$ 384,602</u>	<u>\$ 373,532</u>
Earnings per common share:				
Net Income	<u>\$ 1.12</u>	<u>\$ 1.14</u>	<u>\$ 3.23</u>	<u>\$ 3.14</u>
Net Income — Assuming Dilution	<u>\$ 1.11</u>	<u>\$ 1.14</u>	<u>\$ 3.23</u>	<u>\$ 3.14</u>
Dividends declared per common share	<u>\$ 0.44</u>	<u>\$ 0.35</u>	<u>\$ 1.24</u>	<u>\$ 1.05</u>

See notes to unaudited condensed consolidated financial statements.

THE J. M. SMUCKER COMPANY
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

	January 31, 2011	April 30, 2010
	(Dollars in thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 549,583	\$ 283,570
Marketable securities	38,599	0
Trade receivables, less allowances	289,548	238,867
Inventories:		
Finished products	445,527	413,269
Raw materials	289,748	241,670
	735,275	654,939
Prepaid income taxes	23,782	1,663
Other current assets	52,273	44,591
Total Current Assets	1,689,060	1,223,630
PROPERTY, PLANT, AND EQUIPMENT		
Land and land improvements	72,200	62,982
Buildings and fixtures	305,197	308,358
Machinery and equipment	1,025,301	997,374
Construction in progress	77,654	31,426
	1,480,352	1,400,140
Accumulated depreciation	(639,285)	(541,827)
Total Property, Plant, and Equipment	841,067	858,313
OTHER NONCURRENT ASSETS		
Goodwill	2,808,684	2,807,730
Other intangible assets, net	2,955,305	3,026,515
Other noncurrent assets	64,632	58,665
Total Other Noncurrent Assets	5,828,621	5,892,910
	<u>\$ 8,358,748</u>	<u>\$ 7,974,853</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	\$ 174,882	\$ 179,509
Accrued trade marketing and merchandising	82,254	52,536
Income taxes payable	0	75,977
Current portion of long-term debt	0	10,000
Other current liabilities	165,621	160,875
Total Current Liabilities	422,757	478,897
NONCURRENT LIABILITIES		
Long-term debt	1,300,000	900,000
Deferred income taxes	1,104,498	1,101,506
Other noncurrent liabilities	168,192	168,130
Total Noncurrent Liabilities	2,572,690	2,169,636
SHAREHOLDERS' EQUITY		
Common shares	28,994	29,780
Additional capital	4,460,703	4,575,127
Retained income	887,844	746,063
Amount due from ESOP Trust	(3,334)	(4,069)
Accumulated other comprehensive loss	(10,906)	(20,581)
Total Shareholders' Equity	5,363,301	5,326,320
	<u>\$ 8,358,748</u>	<u>\$ 7,974,853</u>

See notes to unaudited condensed consolidated financial statements.

THE J. M. SMUCKER COMPANY
CONDENSED STATEMENTS OF CONSOLIDATED CASH FLOWS
(Unaudited)

	Nine Months Ended January 31,	
	2011	2010
	(Dollars in thousands)	
OPERATING ACTIVITIES		
Net income	\$ 384,602	\$ 373,532
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	83,475	78,889
Depreciation — restructuring	38,263	0
Amortization	55,513	55,259
Impairment charges	17,155	9,807
Share-based compensation expense	17,986	18,796
Other noncash restructuring charges	6,986	0
Loss on sale of assets — net	1,811	2,888
Changes in assets and liabilities, net of effect from businesses acquired:		
Trade receivables	(50,183)	(13,099)
Inventories	(78,598)	(51,627)
Accounts payable and accrued items	36,592	(11,140)
Defined benefit pension contributions	(13,432)	(1,103)
Income taxes	(96,973)	38,166
Other — net	(8,817)	11,206
Net cash provided by operating activities	394,380	511,574
INVESTING ACTIVITIES		
Additions to property, plant, and equipment	(111,133)	(112,664)
Sales and maturities of marketable securities	37,100	13,519
Purchases of marketable securities	(75,637)	0
Proceeds from disposal of property, plant, and equipment	5,002	12
Other — net	(99)	(832)
Net cash used for investing activities	(144,767)	(99,965)
FINANCING ACTIVITIES		
Repayments of bank note payable	0	(350,000)
Repayments of long-term debt	(10,000)	(275,000)
Proceeds from long-term debt	400,000	0
Dividends paid	(143,065)	(124,586)
Purchase of treasury shares	(247,329)	(5,431)
Proceeds from stock option exercises	9,969	6,310
Other — net	4,993	1,723
Net cash provided by (used for) financing activities	14,568	(746,984)
Effect of exchange rate changes	1,832	4,243
Net increase (decrease) in cash and cash equivalents	266,013	(331,132)
Cash and cash equivalents at beginning of period	283,570	456,693
Cash and cash equivalents at end of period	<u>\$ 549,583</u>	<u>\$ 125,561</u>

() Denotes use of cash

See notes to unaudited condensed consolidated financial statements.

THE J. M. SMUCKER COMPANY
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Dollars in thousands, except per share data)

Note A — Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and notes required by U.S. generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments of a normal recurring nature considered necessary for a fair presentation have been included.

Certain prior year amounts have been reclassified to conform to current year classifications. For further information, reference is made to the consolidated financial statements and notes included in the Company's Annual Report on Form 10-K for the year ended April 30, 2010.

Note B — Recently Issued Accounting Standards

In January 2010, the Financial Accounting Standards Board issued Accounting Standards Update ("ASU") 2010-06, *Improving Disclosures about Fair Value Measurements*, which requires additional disclosures about fair value measurements including transfers in and out of different levels of the fair value hierarchy and a higher level of disaggregation for different types of financial instruments. These disclosure requirements were effective in the current fiscal year for the Company and are reflected in Note N — Other Financial Instruments and Fair Value Measurements. In addition, for the reconciliation of Level 3 fair value measurements, ASU 2010-06 requires information about purchases, sales, issuances, and settlements to be presented separately. These disclosure requirements will be effective in fiscal 2012 for the Company.

Note C — Restructuring

During fiscal 2010, the Company announced its plan to restructure certain operations as part of its ongoing efforts to enhance the long-term strength and profitability of its leading brands. The initiative is a long-term investment to optimize production capacity and lower the overall cost structure and includes capital investments for a new state-of-the-art food manufacturing facility in Orrville, Ohio, and consolidation of coffee production in New Orleans, Louisiana. The Company expects to incur restructuring costs of approximately \$190.0 million related to this plan.

Subsequently, on September 27, 2010, the Company expanded its restructuring plan and committed to an initiative to improve the overall cost structure in its Canadian pickle and condiments operations by transitioning production to third-party manufacturers in the U.S. The Company expects to incur additional restructuring costs of approximately \$45.0 million related to this initiative.

Upon completion, the restructuring will result in a reduction of approximately 850 full-time positions and the closing of six of the Company's facilities — Memphis, Tennessee; Ste. Marie, Quebec; Sherman, Texas; Kansas City, Missouri; Dunnville, Ontario; and Delhi Township, Ontario.

The Company expects to incur total restructuring costs of approximately \$235.0 million, of which \$79.0 million has been incurred through January 31, 2011. The balance of the costs is anticipated to be incurred over the next four fiscal years as the facilities are closed.

The following table summarizes the restructuring activity, including the reserves established and the total amount expected to be incurred.

	Long-Lived Asset Charges	Employee Separation	Site Preparation and Equipment Relocation	Production Start-up	Other Costs	Total
Total expected restructuring charge	\$ 118,000	\$ 60,000	\$ 23,500	\$ 23,000	\$ 10,500	\$ 235,000
Balance at May 1, 2009	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Charge to expense	3,870	1,139	407	16	279	5,711
Cash payments	0	(50)	(407)	(16)	(279)	(752)
Noncash utilization	(3,870)	0	0	0	0	(3,870)
Balance at April 30, 2010	\$ 0	\$ 1,089	\$ 0	\$ 0	\$ 0	\$ 1,089
Charge to expense	38,263	28,933	4,479	1,269	295	73,239
Cash payments	0	(11,936)	(4,479)	(1,269)	(295)	(17,979)
Noncash utilization	(38,263)	(6,986)	0	0	0	(45,249)
Balance at January 31, 2011	\$ 0	\$ 11,100	\$ 0	\$ 0	\$ 0	\$ 11,100
Remaining expected restructuring charge	\$ 75,867	\$ 29,928	\$ 18,614	\$ 21,715	\$ 9,926	\$ 156,050

Approximately \$16,851 of the total restructuring charges of \$25,265 in the three months ended January 31, 2011, and \$38,376 of the total restructuring charges of \$73,239 in the nine months ended January 31, 2011, were reported in cost of products sold in the accompanying Condensed Statements of Consolidated Income, while the remaining charges were reported in other restructuring costs. The restructuring costs classified as cost of products sold primarily include long-lived asset charges for accelerated depreciation related to property, plant, and equipment that will be used at the affected production facilities until they are closed or sold.

Expected employee separation costs include severance, retention bonuses, and pension costs. Severance costs and retention bonuses are being recognized over the estimated future service period of the affected employees. The obligation related to employee separation costs is included in other current liabilities in the Condensed Consolidated Balance Sheets. For additional information on the impact of the restructuring plan on defined benefit pension and other postretirement benefit plans, see Note J — Pensions and Other Postretirement Benefits.

Other costs include professional fees, costs related to closing the facilities, and miscellaneous expenditures associated with the Company's restructuring initiative and are expensed as incurred.

Note D — Share-Based Payments

The Company provides for equity-based incentives to be awarded to key employees and nonemployee directors. These incentives are administered through various plans, and currently consist of restricted shares, restricted stock units, deferred shares, deferred stock units, performance units, and stock options.

The following table summarizes amounts related to share-based payments.

	Three Months Ended January 31,		Nine Months Ended January 31,	
	2011	2010	2011	2010
Compensation expense included in selling, distribution, and administrative expenses	\$ 4,495	\$ 4,631	\$ 14,803	\$ 14,452
Compensation expense included in merger and integration costs	1,223	1,067	3,183	4,344
Compensation expense included in other restructuring costs	16	0	190	0
Total compensation expense	\$ 5,734	\$ 5,698	\$ 18,176	\$ 18,796
Related income tax benefit	\$ 1,872	\$ 1,750	\$ 5,853	\$ 6,334

As of January 31, 2011, total compensation cost related to nonvested share-based awards not yet recognized was approximately \$38,830. The weighted-average period over which this amount is expected to be recognized is approximately 3.0 years.

Note E — Impairment Charges

During the three months ended January 31, 2011, the Company became aware of a significant future reduction in its *Europe's Best*[®] frozen vegetable business with a customer in Canada. This was subsequent to declines in net sales and profit margins of the frozen fruit and vegetable business during 2011. The Company determined that these events together constituted a potential indicator of impairment and, thus, performed an other-than-annual impairment test of the *Europe's Best*[®] indefinite-lived and the finite-lived intangible assets recognized in its Special Markets segment under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 350, *Intangibles — Goodwill and Other* and FASB ASC 360, *Property, Plant, and Equipment*, respectively.

The Company determined the estimated fair value of the *Europe's Best*[®] indefinite-lived trademark based on an analysis of the projected cash flows for the brand, discounted at a rate developed using a risk-adjusted, weighted-average cost of capital methodology. An impairment charge of \$3,621 was recognized during the three and nine months ended January 31, 2011, to reduce this trademark to its estimated fair value. During the three and nine months ended January 31, 2010, an impairment charge of \$7,282 was recognized related to the *Europe's Best*[®] trademark after the Company became aware of a significant reduction in the frozen fruit business.

The Company determined that the carrying value of the finite-lived customer relationship intangible asset associated with the *Europe's Best*[®] business was not recoverable based on the undiscounted projected net cash flows expected to be generated from the asset. The estimated fair value of the customer relationship was then calculated based on a discounted cash flow model which utilized a forecast of future revenues and expenses related to the intangible asset. An impairment charge of \$13,534 was recognized during the three and nine months ended January 31, 2011, to reduce the carrying value of the customer relationship to its estimated fair value.

Based on the relative insignificance of the *Europe's Best*[®] business to the Canada reporting unit and the substantial excess of the reporting unit's fair value over its carrying value when goodwill was evaluated as of February 1, 2010, the Company determined it was not necessary to test for impairment of goodwill at the reporting unit level. Testing of the reporting unit will be part of the Company's annual assessment of goodwill as of February 1, 2011.

During the three and nine months ended January 31, 2010, impairment charges of \$2,525 were recognized related to other finite-lived trademarks.

Note F — Common Shares

The following table sets forth common share information.

	January 31, 2011	April 30, 2010
Common shares authorized	150,000,000	150,000,000
Common shares outstanding	115,976,074	119,119,152
Treasury shares	12,628,091	9,485,013

Note G — Reportable Segments

The Company operates in one industry: the manufacturing and marketing of food products. The Company has four reportable segments: U.S. Retail Coffee Market, U.S. Retail Consumer Market, U.S. Retail Oils and Baking Market, and Special Markets. The U.S. Retail Coffee Market segment represents the domestic sales of *Folgers*[®], *Dunkin' Donuts*[®], and *Millstone*[®] branded coffee to retail customers; the U.S. Retail Consumer Market segment primarily includes domestic sales of *Smucker's*[®], *Jif*[®], and *Hungry Jack*[®] branded products; the U.S. Retail Oils and Baking Market segment includes domestic sales of *Crisco*[®], *Pillsbury*[®], *Eagle Brand*[®], and *Martha White*[®] branded products; and the Special Markets segment is comprised of the Canada,

foodservice, natural foods, and international strategic business areas. Special Markets segment products are distributed domestically and in foreign countries through retail channels, foodservice distributors and operators (e.g., restaurants, schools and universities, health care operations), and health and natural foods stores and distributors.

While the Company's four reportable segments remain the same for 2011, the calculation of segment profit was modified at the beginning of 2011 to include intangible asset amortization and impairment charges related to segment assets, along with certain other items in each of the segments. These items were previously considered corporate expenses and were not allocated to the segments. This change more accurately aligns the segment financial results with the responsibilities of segment management, most notably in the area of intangible assets. Fiscal 2010 segment profit has been presented to be consistent with the current methodology.

The following table sets forth reportable segment information.

	Three Months Ended January 31,		Nine Months Ended January 31,	
	2011	2010	2011	2010
Net sales:				
U.S. Retail Coffee Market	\$ 554,667	\$ 471,463	\$ 1,425,524	\$ 1,282,794
U.S. Retail Consumer Market	273,549	273,837	825,388	854,929
U.S. Retail Oils and Baking Market	253,335	244,175	706,729	742,487
Special Markets	230,800	216,464	680,935	656,000
Total net sales	\$ 1,312,351	\$ 1,205,939	\$ 3,638,576	\$ 3,536,210
Segment profit:				
U.S. Retail Coffee Market	\$ 158,093	\$ 132,617	\$ 419,074	\$ 375,634
U.S. Retail Consumer Market	72,242	66,178	217,946	202,813
U.S. Retail Oils and Baking Market	31,515	35,919	94,956	106,997
Special Markets	28,293	30,686	112,571	97,383
Total segment profit	\$ 290,143	\$ 265,400	\$ 844,547	\$ 782,827
Interest income	779	310	1,784	2,367
Interest expense	(18,132)	(14,236)	(53,176)	(50,660)
Share-based compensation expense	(4,495)	(4,631)	(14,803)	(14,452)
Merger and integration costs	(2,746)	(4,672)	(8,175)	(29,296)
Cost of products sold — restructuring	(16,851)	0	(38,376)	0
Other restructuring costs	(8,414)	0	(34,863)	0
Corporate administrative expenses	(44,675)	(46,231)	(130,165)	(129,173)
Other income — net	170	1,221	487	1,784
Income before income taxes	\$ 195,779	\$ 197,161	\$ 567,260	\$ 563,397

The results of the U.S. Retail Oils and Baking Market segment have been impacted by a highly competitive and promotional environment over the last several quarters. Should competitive pressure in these categories be sustained, long-term assumptions relative to growth rates and profitability of the segment or certain brands within it may not be attained which could result in an impairment of goodwill or other indefinite-lived intangible assets. As of January 31, 2011, approximately 13 percent of the Company's total goodwill and intangible assets are included in the U.S. Retail Oils and Baking Market segment. Due to the increased risk of impairment resulting from the competitive environment, the Company performed an assessment during the third quarter of 2011, which indicated that the estimated fair value of goodwill and other indefinite-lived intangible assets of the U.S. Retail Oils and Baking Market segment supported their carrying values. The Company will update this assessment during its annual evaluation of goodwill and other indefinite-lived intangible assets in the fourth quarter of 2011.

Note H — Debt and Financing Arrangements

Long-term debt consists of the following:

	January 31, 2011	April 30, 2010
7.94% Series C Senior Notes due September 1, 2010	\$ 0	\$ 10,000
4.78% Senior Notes due June 1, 2014	100,000	100,000
6.12% Senior Notes due November 1, 2015	24,000	24,000
6.63% Senior Notes due November 1, 2018	376,000	376,000
5.55% Senior Notes due April 1, 2022	400,000	400,000
4.50% Senior Notes due June 1, 2025	400,000	0
Total long-term debt	\$ 1,300,000	\$ 910,000
Current portion of long-term debt	0	10,000
Total long-term debt less current portion	\$ 1,300,000	\$ 900,000

On June 15, 2010, the Company issued \$400.0 million of 4.50 percent Senior Notes with a final maturity on June 1, 2025. The Senior Notes have a 12-year average maturity. Proceeds from the Senior Notes issuance will be used for general corporate purposes. On September 1, 2010, the Company repaid the \$10.0 million of 7.94 percent Series C Senior Notes utilizing cash on hand.

All of the Company's Senior Notes are unsecured and interest is paid semiannually. Scheduled payments are required on the 5.55 percent Senior Notes, the first of which is \$50.0 million on April 1, 2013, and on the 4.50 percent Senior Notes, the first of which is \$100.0 million on June 1, 2020.

On January 31, 2011, the Company entered into an amended and restated credit agreement with a group of six lenders. The credit facility, which amends and restates in its entirety the credit agreement dated as of October 29, 2009, provides for an unsecured revolving credit line of \$600.0 million and matures January 31, 2016. The Company's borrowings under the credit facility will bear interest based on prevailing U.S. Prime Rate, Canadian Base Rate, London Interbank Offered Rate, or Canadian Dealer Offered Rate, as determined by the Company. Interest is payable either on a quarterly basis or at the end of the borrowing term. At January 31, 2011, the Company did not have a balance outstanding under the revolving credit facility. The Company's \$180.0 million revolving credit facility matured on January 31, 2011.

The Company's debt instruments contain certain financial covenant restrictions including consolidated net worth, a leverage ratio, and an interest coverage ratio. The Company is in compliance with all covenants.

Note I — Earnings per Share

The following tables set forth the computation of net income per common share and net income per common share — assuming dilution.

	Three Months Ended January 31,		Nine Months Ended January 31,	
	2011	2010	2011	2010
Computation of net income per share:				
Net income	\$ 131,995	\$ 135,479	\$ 384,602	\$ 373,532
Net income allocated to participating securities	1,311	1,191	3,788	3,272
Net income allocated to common stockholders	\$ 130,684	\$ 134,288	\$ 380,814	\$ 370,260
Weighted-average common shares outstanding	117,155,509	118,022,195	117,875,340	117,855,028
Net income per common share	\$ 1.12	\$ 1.14	\$ 3.23	\$ 3.14

	Three Months Ended January 31,		Nine Months Ended January 31,	
	2011	2010	2011	2010
Computation of net income per share — assuming dilution:				
Net income	\$ 131,995	\$ 135,479	\$ 384,602	\$ 373,532
Net income allocated to participating securities	1,311	1,190	3,786	3,270
Net income allocated to common stockholders	\$ 130,684	\$ 134,289	\$ 380,816	\$ 370,262
Weighted-average common shares outstanding	117,155,509	118,022,195	117,875,340	117,855,028
Dilutive effect of stock options	103,246	147,732	124,402	124,524
Weighted-average common shares outstanding — assuming dilution	117,258,755	118,169,927	117,999,742	117,979,552
Net income per common share — assuming dilution	\$ 1.11	\$ 1.14	\$ 3.23	\$ 3.14

The following table reconciles the weighted-average common shares used in the basic and diluted earnings per share disclosures to the total weighted-average shares outstanding.

	Three Months Ended January 31,		Nine Months Ended January 31,	
	2011	2010	2011	2010
Weighted-average common shares outstanding	117,155,509	118,022,195	117,875,340	117,855,028
Weighted-average participating shares outstanding	1,175,525	1,046,988	1,172,646	1,041,644
Total weighted-average shares outstanding	118,331,034	119,069,183	119,047,986	118,896,672
Dilutive effect of stock options	103,246	147,732	124,402	124,524
Total weighted-average shares outstanding — assuming dilution	118,434,280	119,216,915	119,172,388	119,021,196

Note J — Pensions and Other Postretirement Benefits

The components of the Company's net periodic benefit cost for defined benefit pension and other postretirement benefit plans are shown below.

	Three Months Ended January 31,			
	Defined Benefit Pension Plans		Other Postretirement Benefits	
	January 31,		January 31,	
	2011	2010	2011	2010
Service cost	\$ 1,884	\$ 1,430	\$ 405	\$ 495
Interest cost	6,373	6,196	695	655
Expected return on plan assets	(6,729)	(5,750)	0	0
Recognized net actuarial loss (gain)	3,160	1,585	(134)	(261)
Termination benefit cost	178	0	0	0
Other	294	308	(122)	(123)
Net periodic benefit cost	\$ 5,160	\$ 3,769	\$ 844	\$ 766

	Nine Months Ended January 31,			
	Defined Benefit Pension Plans		Other Postretirement Benefits	
	January 31,		January 31,	
	2011	2010	2011	2010
Service cost	\$ 5,603	\$ 4,263	\$ 1,215	\$ 1,483
Interest cost	19,079	18,460	2,076	1,949
Expected return on plan assets	(20,060)	(17,109)	0	0
Recognized net actuarial loss (gain)	7,085	4,706	(402)	(782)
Termination benefit cost	8,375	0	2,413	0
Curtailment	4,091	0	0	0
Other	871	925	(366)	(367)
Net periodic benefit cost	\$ 25,044	\$ 11,245	\$ 4,936	\$ 2,283

Upon completion of the restructuring plan discussed in Note C — Restructuring, approximately 850 full-time positions will be reduced. The Company has included the estimated impact of the planned reductions in measuring the net periodic benefit cost of the defined benefit pension and other postretirement benefit plans. Included above are charges recognized for termination benefits and curtailment as a result of the restructuring plan.

Note K — Comprehensive Income

The following table summarizes the components of comprehensive income.

	Three Months Ended		Nine Months Ended	
	January 31,		January 31,	
	2011	2010	2011	2010
Net income	\$ 131,995	\$ 135,479	\$ 384,602	\$ 373,532
Other comprehensive income:				
Foreign currency translation adjustments	6,387	3,184	5,321	26,852
Unrealized gain on available-for-sale securities	794	624	758	3,384
Unrealized (loss) gain on cash flow hedging derivatives, net	(885)	(2,494)	5,857	(3,364)
Unrealized gain on pension and other postretirement liabilities	819	0	519	0
Income tax (expense) benefit	(234)	678	(2,780)	12
Comprehensive income	\$ 138,876	\$ 137,471	\$ 394,277	\$ 400,416

Note L — Commitments and Contingencies

The Company, like other food manufacturers, is from time to time subject to various administrative, regulatory, and other legal proceedings arising in the ordinary course of business. The Company is a defendant in a variety of legal proceedings, some of which involve claims for damages in unspecified amounts. The Company cannot predict with certainty the results of these proceedings or reasonably determine a range of potential loss. The Company's policy is to accrue costs for contingent liabilities when such liabilities are probable and amounts can be reasonably estimated. Based on information known to date, the Company does not believe the final outcome of these proceedings will have a material adverse effect on the Company's financial position, results of operations, or cash flows.

Note M — Derivative Financial Instruments

The Company is exposed to market risks, such as changes in commodity pricing and foreign currency exchange rates. To manage the volatility relating to these exposures, the Company enters into various derivative transactions. By policy, the Company historically has not entered into derivative financial instruments for trading purposes or for speculation.

Commodity Price Management. The Company enters into commodity futures and options contracts to manage the price volatility and reduce the variability of future cash flows related to anticipated inventory purchases of green coffee, edible oils, flour, milk, corn, and corn sweetener. The Company also enters into commodity futures and options to manage price risk for energy input costs, including natural gas and diesel fuel. The derivative instruments generally have maturities of less than one year.

Certain of the derivative instruments associated with the Company's U.S. Retail Oils and Baking Market and U.S. Retail Coffee Market segments meet the hedge criteria within Financial Accounting Standards Board Accounting Standards Codification 815, *Derivatives and Hedging*, and are accounted for as cash flow hedges. The mark-to-market gains or losses on qualifying hedges are deferred and included as a component of other comprehensive income to the extent effective, and reclassified to cost of products sold in the period during which the hedged transaction affects earnings. In order to qualify as a hedge of commodity price risk, it must be demonstrated that the changes in the fair value of the commodity's futures contracts are highly effective in hedging price risks associated with the commodity purchased. Hedge effectiveness is assessed at inception and on a monthly basis.

The mark-to-market gains or losses on nonqualifying and ineffective portions of commodity hedges are recognized in cost of products sold immediately.

Foreign Currency Exchange Rate Hedging. The Company utilizes foreign currency forwards and options contracts to manage the effect of foreign currency exchange fluctuations on future cash payments primarily related to purchases of certain raw materials, finished goods, and fixed assets. The contracts generally have maturities of less than one year. At the inception of the contract, the derivative is evaluated and documented for hedge accounting treatment. If the contract qualifies for hedge accounting treatment, to the extent the hedge is deemed effective, the associated mark-to-market gains and losses are deferred and included as a component of other comprehensive income. These gains or losses are reclassified to earnings in the period the contract is executed. The ineffective portion of these contracts is immediately recognized in earnings. Instruments currently used to manage foreign currency exchange exposures do not meet the requirements for hedge accounting treatment and the change in value of these instruments is immediately recognized in cost of products sold.

The following table sets forth the fair value of derivative instruments recognized in the Condensed Consolidated Balance Sheets.

	January 31, 2011		April 30, 2010	
	Other Current Assets	Other Current Liabilities	Other Current Assets	Other Current Liabilities
Derivatives designated as hedging instruments:				
Commodity contracts	\$ 1,465	\$ 0	\$ 1,874	\$ 9
Derivatives not designated as hedging instruments:				
Commodity contracts	\$ 6,566	\$ 4,927	\$ 2,414	\$ 599
Foreign currency exchange contracts	109	919	0	830
Total derivatives not designated as hedging instruments	\$ 6,675	\$ 5,846	\$ 2,414	\$ 1,429
Total derivative instruments	\$ 8,140	\$ 5,846	\$ 4,288	\$ 1,438

The Company has elected to not offset fair value amounts recognized for derivative instruments and its cash margin accounts executed with the same counterparty. The Company maintained cash margin accounts of \$18,580 and \$5,714 at January 31, 2011 and April 30, 2010, respectively, that are included in other current assets in the Condensed Consolidated Balance Sheets.

The following table presents information on gains and losses recognized on derivatives designated as cash flow hedging relationships, all of which hedge commodity price risk.

	Three Months Ended January 31,		Nine Months Ended January 31,	
	2011	2010	2011	2010
Gains recognized in other comprehensive income (effective portion)	\$ 4,788	\$ 130	\$ 17,822	\$ 1,055
Gains reclassified from accumulated other comprehensive loss to cost of products sold (effective portion)	5,673	2,624	11,965	4,419
Change in accumulated other comprehensive loss	\$ (885)	\$ (2,494)	\$ 5,857	\$ (3,364)
Gains (losses) recognized in cost of products sold (ineffective portion)	\$ 84	\$ (495)	\$ 458	\$ 108

Included as a component in accumulated other comprehensive loss at January 31, 2011 and April 30, 2010, were deferred pre-tax gains of \$8,985 and \$3,128, respectively. The related tax impact recognized in accumulated other comprehensive loss was \$3,263 and \$1,134 at January 31, 2011 and April 30, 2010, respectively. The entire amount of the deferred gain included in accumulated other comprehensive loss at January 31, 2011, is expected to be recognized in earnings within one year as the related commodity is sold.

The following table presents the realized and unrealized gains and losses recognized in cost of products sold on derivatives not designated as qualified hedging instruments.

	Three Months Ended January 31,		Nine Months Ended January 31,	
	2011	2010	2011	2010
(Losses) gains on commodity contracts	\$ (359)	\$ 12	\$ 4,488	\$ (2,818)
Losses on foreign currency exchange contracts	(863)	(156)	(593)	(5,649)
(Losses) gains recognized in cost of products sold (derivatives not designated as hedging instruments)	\$ (1,222)	\$ (144)	\$ 3,895	\$ (8,467)

The following table presents the gross contract notional value of outstanding derivative contracts at January 31, 2011 and April 30, 2010.

	January 31, 2011	April 30, 2010
Commodity contracts	\$ 548,889	\$ 323,351
Foreign currency exchange contracts	49,356	45,295

Note N — Other Financial Instruments and Fair Value Measurements

Financial instruments, other than derivatives, that potentially subject the Company to significant concentrations of credit risk consist principally of commercial paper, municipal obligations, and trade receivables. Under the Company's investment policy, it may invest in securities deemed to be investment grade at the time of purchase. The Company determines the appropriate categorization of debt securities at the time of purchase and reevaluates such designation at each balance sheet date.

The fair value of the Company's financial instruments, other than certain of its fixed-rate long-term debt, approximates their carrying amounts. The following table provides information on the carrying amount and fair value of the Company's financial instruments.

	January 31, 2011		April 30, 2010	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Marketable securities	\$ 38,599	\$ 38,599	\$ 0	\$ 0
Other investments and securities	39,467	39,467	34,895	34,895
Derivatives financial instruments, net	2,294	2,294	2,850	2,850
Fixed-rate long-term debt	1,300,000	1,644,731	910,000	1,172,467

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Valuation techniques are based on observable and unobservable inputs. Observable inputs reflect readily obtainable data from independent sources, while unobservable inputs reflect the Company's market assumptions.

The following table is a summary of the fair values of the Company's financial assets (liabilities) measured at fair value on a recurring basis.

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Fair Value at January 31, 2011	Fair Value at April 30, 2010
Marketable securities (A)	\$ 0	\$ 38,599	\$ 0	\$ 38,599	\$ 0
Other investments: (B)					
Equity mutual funds	14,692	0	0	14,692	11,626
Municipal obligations	0	17,495	0	17,495	16,753
Other investments	1,100	6,180	0	7,280	6,516
Derivatives: (C)					
Commodity contracts, net	3,104	0	0	3,104	3,680
Foreign currency exchange contracts, net	(810)	0	0	(810)	(830)
Total financial assets measured at fair value	\$ 18,086	\$ 62,274	\$ 0	\$ 80,360	\$ 37,745

- (A) The Company's marketable securities consist of commercial paper valued by a third party using an evaluated pricing methodology.
- (B) The Company's other investments consist of funds maintained for the payment of benefits associated with nonqualified retirement plans. The funds include equity securities listed in active markets and municipal obligations valued by a third party using an evaluated pricing methodology.
- (C) The Company's derivatives are valued using quoted market prices. For additional information, see Note M — Derivative Financial Instruments.

During the three months ended January 31, 2011, the Company recognized fair value adjustments of \$17,155 related to the impairment of the *Europe's Best*[®] indefinite-lived trademark and finite-lived customer relationship intangible asset. Other adjustments were recognized related to foreign currency exchange and amortization during the nine months ended January 31, 2011. The following table presents these nonfinancial assets adjusted to fair value as of January 31, 2011.

	Carrying Amount at April 30, 2010	Fair Value Adjustment	Other Adjustments	Carrying Amount at January 31, 2011
Indefinite-lived trademark ^(D)	\$ 9,452	\$ (3,621)	\$ 160	\$ 5,991
Finite-lived customer relationship ^(D)	18,964	(13,534)	(437)	4,993
Total nonfinancial assets adjusted to fair value	\$ 28,416	\$ (17,155)	\$ (277)	\$ 10,984

(D) The Company utilized Level 3 inputs to estimate the fair value of the nonfinancial assets. For additional information, see Note E — Impairment Charges.

Note O — Income Taxes

During the three-month period ended January 31, 2011, the Company's effective tax rate increased to 32.6 percent, compared to 31.3 percent in the three-month period ended January 31, 2010. This reflects reduced tax benefits associated with Canadian operations and changes to uncertain tax positions in the period ended January 31, 2011, as compared to the period ended January 31, 2010, partially offset by an increased benefit related to the domestic manufacturing deduction in 2011 as compared to 2010.

During the nine-month period ended January 31, 2011, the Company's effective tax rate decreased to 32.2 percent, compared to 33.7 percent in the nine-month period ended January 31, 2010, reflecting the impact of increased benefits realized from the domestic manufacturing deduction and lower state income taxes. At January 31, 2011, the effective income tax rate varied from the U.S. statutory income tax rate primarily due to the domestic manufacturing deduction offset slightly by state income taxes.

Within the next twelve months, it is reasonably possible that the Company could decrease its unrecognized tax benefits by an additional \$2.7 million, primarily as a result of expiring statute of limitations periods and settlements with tax authorities.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

This discussion and analysis deals with comparisons of material changes in the unaudited condensed consolidated financial statements for the three-month and nine-month periods ended January 31, 2011 and 2010.

The Company is the owner of all trademarks, except *Pillsbury*[®], the Barrelhead logo, and the Doughboy character are trademarks of The Pillsbury Company LLC, used under license; *Carnation*[®] is a trademark of Société des Produits Nestlé S.A., used under license; and *Dunkin' Donuts*[®] is a registered trademark of DD IP Holder LLC, used under license. *Borden*[®] and Elsie are trademarks used under license.

Dunkin' Donuts[®] brand is licensed to the Company for packaged coffee products sold in retail channels such as grocery stores, mass merchandisers, club stores, and drug stores. Information in this document does not pertain to *Dunkin' Donuts*[®] coffee or other products for sale in *Dunkin' Donuts*[®] restaurants. *K-Cup*[®] and *K-Cups*[®] are trademarks of Keurig, Incorporated.

Results of Operations

	Three Months Ended January 31,		Nine Months Ended January 31,	
	2011	2010	2011	2010
	(Dollars in millions, except per share data)			
Net sales	\$ 1,312.4	\$ 1,205.9	\$ 3,638.6	\$ 3,536.2
Gross profit	\$ 474.4	\$ 458.3	\$ 1,377.5	\$ 1,356.6
% of net sales	36.1%	38.0%	37.9%	38.4%
Operating income	\$ 213.0	\$ 209.9	\$ 618.2	\$ 609.9
% of net sales	16.2%	17.4%	17.0%	17.2%
Net income:				
Net income	\$ 132.0	\$ 135.5	\$ 384.6	\$ 373.5
Net income per common share — assuming dilution	\$ 1.11	\$ 1.14	\$ 3.23	\$ 3.14
Gross profit before restructuring costs ⁽¹⁾	\$ 491.3	\$ 458.3	\$ 1,415.9	\$ 1,356.6
% of net sales	37.4%	38.0%	38.9%	38.4%
Operating income before restructuring and merger and integration costs ⁽²⁾	\$ 241.0	\$ 214.5	\$ 699.6	\$ 639.2
% of net sales	18.4%	17.8%	19.2%	18.1%
Income before restructuring and merger and integration costs: ⁽³⁾				
Income	\$ 150.9	\$ 138.9	\$ 439.8	\$ 393.0
Income per common share — assuming dilution	\$ 1.27	\$ 1.17	\$ 3.69	\$ 3.30
⁽¹⁾ Reconciliation to gross profit:				
Gross profit	\$ 474.4	\$ 458.3	\$ 1,377.5	\$ 1,356.6
Cost of products sold — restructuring	16.9	—	38.4	—
Gross profit before restructuring costs	\$ 491.3	\$ 458.3	\$ 1,415.9	\$ 1,356.6
⁽²⁾ Reconciliation to operating income:				
Operating income	\$ 213.0	\$ 209.9	\$ 618.2	\$ 609.9
Merger and integration costs	2.7	4.7	8.2	29.3
Cost of products sold — restructuring	16.9	—	38.4	—
Other restructuring costs	8.4	—	34.9	—
Operating income before restructuring and merger and integration costs	\$ 241.0	\$ 214.5	\$ 699.6	\$ 639.2
⁽³⁾ Reconciliation to net income:				
Income before income taxes	\$ 195.8	\$ 197.2	\$ 567.3	\$ 563.4
Merger and integration costs	2.7	4.7	8.2	29.3
Cost of products sold — restructuring	16.9	—	38.4	—
Other restructuring costs	8.4	—	34.9	—
Income before income taxes, restructuring, and merger and integration costs	223.8	201.8	648.7	592.7
Income taxes, as adjusted	72.9	62.9	208.9	199.7
Income before restructuring and merger and integration costs	\$ 150.9	\$ 138.9	\$ 439.8	\$ 393.0

Amounts may not add due to rounding.

Net sales in the third quarter and first nine months of 2011 increased nine and three percent, respectively, compared to the same periods in 2010, as the impact of pricing, sales mix, and exchange rate more than offset the impact of potato products divested in March 2010. Volume gains for the third quarter of 2011 also contributed to the net sales increase for the period, while overall volume was down for the first nine months of 2011, compared to 2010. Operating income increased one percent in both the third quarter and first nine months of 2011, compared to 2010, as the net effect of price increases more than offset overall higher raw material costs, increased restructuring and merger and integration costs ("special project costs") and impairment charges. Excluding special project costs, operating income increased 12 percent and nine percent for the third quarter and first nine months of 2011, respectively, compared to the same periods in 2010.

The Company's net income per diluted share was \$1.11 and \$1.14 for the third quarters of 2011 and 2010, and \$3.23 and \$3.14 for the first nine months of 2011 and 2010, respectively. The Company's income per diluted share, excluding special project costs, was \$1.27 and \$1.17 for the third quarters of 2011 and 2010, and \$3.69 and \$3.30 for the first nine months of 2011 and 2010, respectively, an increase of nine percent and 12 percent, respectively.

Net Sales

	Three Months Ended January 31,				Nine Months Ended January 31,			
	2011	2010	Increase (Decrease)	%	2011	2010	Increase (Decrease)	%
	(Dollars in millions)							
Net sales	\$ 1,312.4	\$ 1,205.9	\$ 106.5	9%	\$ 3,638.6	\$ 3,536.2	\$ 102.4	3%
Adjust for certain noncomparable items:								
Divestiture	—	(13.4)	13.4	1%	—	(35.4)	35.4	1%
Foreign currency exchange	(5.0)	—	(5.0)	(0%)	(16.6)	—	(16.6)	(1%)
Net sales without divestiture and foreign currency exchange	\$ 1,307.4	\$ 1,192.5	\$ 114.9	10%	\$ 3,622.0	\$ 3,500.8	\$ 121.2	3%

Net sales in the third quarter of 2011 increased \$106.5 million, or nine percent, compared to the third quarter of 2010, and increased 10 percent, excluding the impact of the 2010 potato products divestiture and foreign exchange. Overall volume increased three percent as solid gains were realized in *Crisco*® oils, *Jif*® peanut butter, *Smucker's*® fruit spreads, *Dunkin' Donuts*® packaged coffee, and natural foods beverages. The net impact of pricing contributed approximately four percent to net sales and the overall impact of sales mix was favorable.

Net sales for the first nine months of 2011 increased three percent, compared to the first nine months of 2010 and the net impact of the potato products divestiture and foreign exchange was not significant. Volume declined two percent for the first nine months of 2011, compared to 2010. The net impact of pricing contributed approximately three percent to net sales and the overall impact of sales mix was favorable.

Operating Income

The following table presents components of operating income as a percentage of net sales.

	Three Months Ended January 31,		Nine Months Ended January 31,	
	2011	2010	2011	2010
Gross profit	36.1%	38.0%	37.9%	38.4%
Selling, distribution, and administrative expenses:				
Marketing	5.2%	5.7%	5.8%	6.4%
Selling	3.2%	3.2%	3.2%	3.3%
Distribution	3.0%	3.3%	3.2%	3.3%
General and administrative	4.9%	5.6%	5.4%	5.3%
Total selling, distribution, and administrative expenses	16.3%	17.8%	17.6%	18.3%
Amortization	1.4%	1.5%	1.5%	1.6%
Impairment charges	1.3%	0.8%	0.5%	0.3%
Other restructuring and merger and integration costs	0.9%	0.4%	1.2%	0.8%
Other operating expense — net	0.0%	0.1%	0.1%	0.2%
Operating income	16.2%	17.4%	17.0%	17.2%

Gross profit increased \$16.1 million in the third quarter of 2011, compared to 2010, as the increase in net sales offset the impact of overall higher raw material costs and \$16.9 million of special project costs included in cost of products sold, primarily accelerated depreciation. Excluding special project costs, gross profit increased \$33.0 million, or seven percent, yet decreased as a percent of net sales from 38.0 percent in the third quarter of 2010, to 37.4 percent in the third quarter of 2011. Raw material cost increases were most significant for green coffee, milk, sugar, and soybean oil, and more than offset lower costs for peanuts. Coffee price increases taken earlier in the year offset higher green coffee costs and contributed over one-half of the gross profit increase in the third quarter of 2011, but did not result in an overall gross margin gain. Gross margin was further impacted by price declines taken on oils during the second quarter in response to competitive dynamics. Unrealized mark-to-market adjustments on commodity instruments in the third quarter of 2011 were not material.

Selling, distribution, and administrative expenses in the third quarter of 2011, were flat compared to 2010, and decreased as a percentage of net sales from 17.8 percent to 16.3 percent. Marketing and distribution expenses for the third quarter of 2011 both decreased one percent, compared to 2010, while selling expenses increased approximately seven percent related to the increase in net sales. General and administrative expenses decreased three percent over the same period and reflect lower employee-related benefit costs.

Operating income increased \$3.1 million, or one percent, in the third quarter of 2011, compared to 2010, despite an overall increase in special project costs of approximately \$23.3 million. Excluding the impact of special project costs in both periods, operating income increased \$26.4 million, or 12 percent, and improved from 17.8 percent of net sales in 2010, to 18.4 percent in 2011. Additionally, noncash impairment charges of \$17.2 million and \$9.8 million, primarily related to the *Europe's Best*[®] intangible assets in Canada, reduced the Company's overall operating margin by 1.3 and 0.8 percentage points in the third quarters of 2011 and 2010, respectively. The carrying value of the remaining intangible assets of the *Europe's Best*[®] business is approximately \$11.0 million after the 2011 impairment charge.

For the first nine months of 2011, gross profit increased \$20.9 million but decreased to 37.9 percent of net sales, compared to 38.4 percent of net sales in the first nine months of 2010. The first nine months of 2011 includes the impact of \$38.4 million of special project costs in cost of products sold, primarily accelerated depreciation. Excluding special project costs, gross profit increased \$59.3 million, or four percent, and increased as a percent of net sales from 38.4 percent in the first nine months of 2010, to 38.9 percent in the first nine months of 2011. Gross profit for the first nine months of 2011 included higher costs for green coffee, milk, sugar, and soybean oil while costs for peanuts and flour were lower, compared to the first nine months of 2010. Coffee price increases taken during the year more than offset higher green coffee costs and contributed

to the gross profit increase in the first nine months of 2011, compared to the first nine months of 2010 which benefited from volume-related plant efficiencies.

Selling, distribution, and administrative expenses decreased one percent for the first nine months of 2011, compared to 2010, and decreased as a percentage of net sales from 18.3 percent to 17.6 percent. Marketing expenses decreased six percent for the first nine months of 2011, compared to 2010 which included significant long-term investments in brand-equity initiatives and new advertising. Selling expenses and general and administrative expenses both increased two percent for the first nine months of 2011, compared to 2010, while distribution expenses in the first nine months of 2011 were flat compared to 2010.

Operating income increased \$8.3 million, or one percent, in the first nine months of 2011, compared to 2010, despite an increase in special project costs of approximately \$52.1 million. Excluding the impact of special project costs in both periods, operating income increased \$60.4 million, or nine percent, and improved from 18.1 percent of net sales in 2010, to 19.2 percent in 2011.

Other

Interest expense increased \$3.9 million during the third quarter and \$2.5 million for the first nine months of 2011, compared to 2010, due to higher average debt outstanding. Debt repayments made during fiscal 2010 totaled \$625.0 million, most of which were made in the third quarter, and were offset by the issuance of \$400.0 million in Senior Notes on June 15, 2010.

Income taxes increased \$2.1 million in the third quarter of 2011, compared to 2010. The effective tax rate was 32.6 percent in the third quarter of 2011 and 31.3 percent in the third quarter of 2010. The increase in the third quarter effective tax rate is primarily due to reduced tax benefits associated with the Canadian operations and changes to uncertain tax positions, partially offset by an increased benefit related to the domestic manufacturing deduction in 2011 compared to 2010.

Income taxes decreased \$7.2 million during the first nine months of 2011, compared to the same period in 2010. The effective tax rate for the first nine months of 2011 was 32.2 percent, compared to 33.7 percent for the same period in 2010, reflecting the higher domestic manufacturing deduction for 2011 compared to the prior year.

Restructuring

In calendar 2010, the Company announced its plan to restructure certain coffee, fruit spreads, and its Canadian pickle and condiments operations as part of its ongoing efforts to enhance the long-term strength and profitability of its leading brands. The initiative is a long-term investment to optimize production capacity and lower the overall cost structure. It includes estimated capital investments of approximately \$220.0 million for a new state-of-the-art food manufacturing facility in Orrville, Ohio, and consolidation of coffee production in New Orleans, Louisiana. In addition, the Company's Canadian pickle and condiments production will be transitioned to third-party manufacturers in the U.S.

The restructuring plan calls for the future closing of six of the Company's facilities — Memphis, Tennessee; Ste. Marie, Quebec; Sherman, Texas; Kansas City, Missouri; Dunnville, Ontario; and Delhi Township, Ontario. Upon completion, the restructuring will result in the reduction of approximately 850 full-time positions.

The Company expects to incur restructuring costs of approximately \$235.0 million, of which \$79.0 million has been incurred through January 31, 2011 including \$25.3 million and \$73.2 million in the third quarter and first nine months of 2011, respectively. The restructuring is proceeding as planned and the balance of the costs is anticipated to be incurred over the next four fiscal years as the facilities are closed.

Segment Results

	Three Months Ended January 31,			Nine Months Ended January 31,		
	2011	2010	% Increase (Decrease)	2011	2010	% Increase (Decrease)
(Dollars in millions)						
Net sales:						
U.S. Retail Coffee Market	\$ 554.7	\$ 471.5	18%	\$ 1,425.5	\$ 1,282.8	11%
U.S. Retail Consumer Market ⁽¹⁾	273.5	273.8	(0%)	825.4	854.9	(3%)
U.S. Retail Oils and Baking Market	253.3	244.2	4%	706.7	742.5	(5%)
Special Markets	230.8	216.5	7%	680.9	656.0	4%
Segment profit:						
U.S. Retail Coffee Market	\$ 158.1	\$ 132.6	19%	\$ 419.1	\$ 375.6	12%
U.S. Retail Consumer Market	72.2	66.2	9%	217.9	202.8	7%
U.S. Retail Oils and Baking Market	31.5	35.9	(12%)	95.0	107.0	(11%)
Special Markets ⁽²⁾	28.3	30.7	(8%)	112.6	97.4	16%
Segment profit margin:						
U.S. Retail Coffee Market	28.5%	28.1%		29.4%	29.3%	
U.S. Retail Consumer Market	26.4%	24.2%		26.4%	23.7%	
U.S. Retail Oils and Baking Market	12.4%	14.7%		13.4%	14.4%	
Special Markets	12.3%	14.2%		16.5%	14.8%	

(1) Net sales comparability for the U.S. Retail Consumer Market is impacted by the potato products divestiture in March 2010.

(2) Segment profit for Special Markets includes impairment charges of \$17.2 million for the three months and nine months ended January 31, 2011, and \$7.3 million for the three months and nine months ended January 31, 2010.

While the Company's four reportable segments remain the same for 2011, the calculation of segment profit was modified in 2011 to include intangible asset amortization and impairment charges related to segment assets, along with certain other items in each of the segments. These items were previously considered corporate expenses and were not allocated to the segments. This change more accurately aligns the segment financial results with the responsibilities of segment management, most notably in the area of intangible assets. Fiscal 2010 segment profit has been presented to be consistent with the current methodology.

U.S. Retail Coffee Market

The U.S. Retail Coffee Market segment net sales increased 18 percent in the third quarter of 2011, compared to the third quarter of 2010. Through the third quarter, price increases totaling 13 percent were taken during 2011 to cover rising green coffee costs. The impact of these price increases and sales mix more than offset a two percent volume decline. Favorable sales mix includes the impact of the *Folgers Gourmet Selections*[®] and *Millstone*[®] *K-Cups*[®] offerings introduced earlier in the fiscal year. While *K-Cups*[®] added approximately four percent to U.S. Retail Coffee Market segment net sales in the third quarter of 2011, their impact on segment volume was less than one percent. Volume decreased three percent for the *Folgers*[®] brand while *Dunkin' Donuts*[®] packaged coffee volume increased eight percent in the third quarter of 2011, compared to 2010.

U.S. Retail Coffee Market segment profit increased 19 percent in the third quarter of 2011, compared to the third quarter of 2010. Green coffee costs were significantly higher in the third quarter of 2011, compared to the third quarter of 2010, but were offset by price increases taken earlier in the year and favorable sales mix. Promotional spending, while up for the third quarter of 2011 compared to 2010, was at an overall lower rate during the 2011 Fall Bake and Holiday period. Marketing expenses decreased eight percent in the third quarter of 2011, compared to the third quarter of 2010. As a result, segment profit margin was 28.5 percent in 2011, compared to 28.1 percent in 2010. The Company expects to recognize higher green coffee costs in the fourth quarter and, as a result, announced a 10 percent price increase in early February for the majority of coffee items, primarily items sold under the *Folgers*[®] and *Dunkin' Donuts*[®] brand names.

For the first nine months of 2011, net sales for the U.S. Retail Coffee Market increased 11 percent, compared to the first nine months of 2010. Price increases taken during the first nine months of the year more than offset a two percent volume decline, resulting in the net sales increase. Driven by higher net sales, segment profit increased 12 percent for the first nine months of 2011, compared to 2010, and segment profit margin was relatively flat at 29.4 percent in 2011, compared to 29.3 percent in 2010.

U.S. Retail Consumer Market

The U.S. Retail Consumer Market segment net sales increased five percent while volume increased seven percent, excluding the effect of potato products divested in the fourth quarter of 2010. Net sales include the impact of a peanut butter price reduction of five percent taken earlier in the fiscal year. Volume gains were realized in *Jif*® peanut butter, *Smucker's*® fruit spreads, and *Hungry Jack*® pancake mixes and syrup. Reported segment net sales were flat and volume increased three percent, respectively, for the third quarter of 2011, compared to the third quarter of 2010, reflecting the divested potato products.

The U.S. Retail Consumer Market segment profit increased nine percent for the third quarter of 2011, compared to the third quarter in 2010, due to a decrease in supply chain and certain raw material costs, primarily peanuts. These more than offset a five percent increase in segment marketing expense during the third quarter of 2011. Segment profit margin for the quarter improved significantly from 24.2 percent in the third quarter of 2010, to 26.4 percent in 2011.

Net sales for the U.S. Retail Consumer Market increased one percent in the first nine months of 2011, compared to 2010, and volume increased three percent over the same period, excluding potato products. On a reported basis, net sales and volume decreased three and one percent, respectively. Segment profit increased seven percent for the first nine months of 2011, compared to 2010, and segment profit margin improved from 23.7 percent to 26.4 percent, primarily due to a decrease in supply chain costs.

U.S. Retail Oils and Baking Market

Net sales and volume in the U.S. Retail Oils and Baking Market segment increased four percent and three percent, respectively, for the third quarter of 2011, compared to 2010. Net sales for the *Crisco*® brand increased 14 percent, on volume gains of 27 percent in the third quarter of 2011, compared to 2010, reflecting the impact of the price decline taken earlier in the fiscal year. While net sales were flat reflecting favorable sales mix and price increases, *Pillsbury*® baking volume declined nine percent resulting from a combination of planned reductions in lower-margin products, and a continuing competitive and promotional environment. Volume also declined in branded canned milk in the third quarter of 2011, compared to 2010.

The U.S. Retail Oils and Baking Market segment profit decreased 12 percent for the third quarter of 2011, compared to the third quarter of 2010, reflecting the pricing actions taken in response to competitive dynamics. Also, higher costs were realized for milk, sugar, and soybean oil. Segment profit margin decreased from 14.7 percent in the third quarter of 2010, to 12.4 percent in 2011.

U.S. Retail Oils and Baking Market segment net sales and volume decreased five percent and six percent in the first nine months of 2011, compared to 2010. Segment profit decreased 11 percent for the first nine months of 2011, compared to 2010, and segment profit margin declined from 14.4 percent to 13.4 percent for the same period due to pricing declines taken in response to competitive dynamics combined with higher raw material costs.

The results of the U.S. Retail Oils and Baking Market segment have been impacted by a highly competitive and promotional environment over the last several quarters. As of January 31, 2011, approximately 13 percent of the Company's total goodwill and intangible assets are included in the U.S. Retail Oils and Baking Market segment. Due to the increased risk of impairment resulting from the competitive environment, the Company performed an assessment during the third quarter of 2011, which indicated that the estimated fair value of goodwill and other indefinite-lived intangible assets of the U.S. Retail Oils and Baking Market segment

supported their carrying values. Should competitive pressure in these categories be sustained, long-term assumptions relative to growth rates and profitability of the segment or certain brands within it may not be attained which could result in an impairment of goodwill or other indefinite-lived intangible assets of the segment. The Company will update this assessment during its annual evaluation of goodwill and other indefinite-lived intangible assets in the fourth quarter of 2011.

Special Markets

Net sales in the Special Markets segment increased seven percent in the third quarter of 2011, compared to 2010. Excluding foreign exchange, net sales increased four percent over the same time period. Volume increased seven percent in the third quarter of 2011, compared to 2010, driven by gains in the natural foods, pickles, baking, and coffee categories. The Company's *Bick's*® pickles brand experienced above normal volume growth due to the temporary withdrawal of several competing products that is not expected to be sustained.

Special Markets segment profit decreased eight percent and profit margin declined to 12.3 percent from 14.2 percent for the third quarter of 2011, compared to 2010. Impairment charges of \$17.2 million related to *Europe's Best*® intangible assets in Canada were recorded in the third quarter of 2011, compared to \$7.3 million in the third quarter of 2010. The incremental charge of \$9.9 million reduced segment profit margin by 4.2 percentage points.

Net sales and volume in the Special Markets segment both increased four percent in the first nine months of 2011, compared to 2010. Excluding foreign exchange, net sales increased one percent compared to the same period last year. Special Markets segment profit increased 16 percent and improved to 16.5 percent of net sales in the first nine months of 2011, from 14.8 percent of net sales in the first nine months of 2010. Segment profit benefited from lower flour and supply chain costs in Canada, and favorable sales mix which more than offset the impact of impairment charges.

Financial Condition — Liquidity and Capital Resources

Liquidity

	Nine Months Ended January 31,			
	2011		2010	
	(Dollars in millions)			
Net cash provided by operating activities	\$	394.4	\$	511.6
Net cash used for investing activities		(144.8)		(100.0)
Net cash provided by (used for) financing activities		14.6		(747.0)
Net cash provided by operating activities	\$	394.4	\$	511.6
Additions to property, plant, and equipment		(111.1)		(112.7)
Free cash flow	\$	283.2	\$	398.9

Amounts may not add due to rounding.

On an annual basis, the Company's principal source of funds is cash generated from operations, supplemented by borrowings against the Company's revolving credit facility. Total cash and cash equivalents at January 31, 2011, were \$549.6 million compared to \$283.6 million at April 30, 2010.

Cash provided by operating activities in the first nine months of 2011 was \$394.4 million compared to \$511.6 million in 2010. The decrease in cash provided by operating activities in the first nine months of 2011, compared to 2010, was primarily related to an increase in cash used for income tax payments of \$135.1 million. Approximately \$80.0 million of the increase in income tax payments represents a change in the timing

of the payments. Increases in trade receivable and inventory balances, primarily related to higher commodity costs and related price increases, also contributed to the decrease in cash provided by operating activities.

The Company expects a significant use of cash during the first half of each fiscal year, primarily due to the buildup of inventories to support the Fall Bake and Holiday period, and the additional increase of coffee inventory in advance of the Atlantic hurricane season. The Company expects cash provided by operations in the second half of the fiscal year to exceed the first half of the year, upon completion of the Company's key promotional periods.

Cash used for investing activities was \$144.8 million in the first nine months of 2011, compared to \$100.0 million in the same period of 2010. The increased cash used for investing activities in 2011, compared to 2010, was primarily the purchase of \$75.6 million of marketable securities in 2011. Cash used for capital expenditures was \$111.1 million in the first nine months of 2011, compared to \$112.7 million in 2010. The Company expects capital expenditures to total approximately \$175.0 million for the full fiscal year, as expenditures for the coffee and fruit spreads restructuring project accelerate.

Cash provided by financing activities during the first nine months of 2011 was approximately \$14.6 million. During the first nine months of 2011 the issuance of \$400.0 million in Senior Notes more than offset quarterly dividend payments of \$143.1 million and the purchase of treasury shares for \$247.3 million, including the repurchase of 3.7 million common shares available under previous Board of Directors' authorizations. During the first nine months of 2010, total cash of \$747.0 million was used for financing purposes consisting primarily of \$625.0 million in debt repayments and \$124.6 million in quarterly dividend payments. The increased dividend payments in 2011, compared to 2010, resulted primarily from an increase in the quarterly dividend rate during the period.

Capital Resources

The following table presents the Company's capital structure:

	January 31, 2011		April 30, 2010
	(Dollars in millions)		
Current portion of long-term debt	\$	—	\$ 10.0
Long-term debt		1,300.0	900.0
Total debt	\$	1,300.0	\$ 910.0
Shareholders' equity		5,363.3	5,326.3
Total capital	\$	6,663.3	\$ 6,236.3

On January 31, 2011, the Company entered into an amended and restated credit agreement with a group of six lenders. The credit facility, which amends and restates in its entirety the credit agreement dated as of October 29, 2009, provides for an unsecured revolving credit line of \$600.0 million and matures January 31, 2016. At January 31, 2011, the Company did not have a balance outstanding under the revolving credit facility. The Company's \$180.0 million revolving credit facility matured on January 31, 2011.

On June 15, 2010, the Company issued \$400.0 million of 4.50 percent Senior Notes with a final maturity on June 1, 2025. The Senior Notes have a 12-year average maturity with required prepayments starting on June 1, 2020. Proceeds from the Senior Notes issuance will be used for general corporate purposes. On September 1, 2010, the Company repaid the \$10.0 million of 7.94 percent Series C Senior Notes utilizing cash on hand.

During the third quarter of 2011, the Company completed the repurchase of 3.7 million common shares under its November 2010 Rule 10b5-1 trading plan utilizing \$240.0 million of cash on hand. In January 2011, the Board of Directors authorized up to an additional five million common shares for repurchase, all of which

remain available as of February 28, 2011. There is no guarantee as to the timing or number of shares that may be repurchased by the Company.

Absent any material acquisitions or other significant investments, the Company believes that cash on hand, combined with cash provided by operations and borrowings available under its credit facility, will be sufficient to meet cash requirements for the next twelve months, including capital expenditures, the payment of quarterly dividends, interest on debt outstanding, and share repurchases.

Non-GAAP Measures

The Company uses non-GAAP measures including net sales, excluding divestitures and foreign currency exchange rate impact; gross profit, operating income, income, and income per diluted share, excluding restructuring and merger and integration costs; and free cash flow as key measures for purposes of evaluating performance internally. The non-GAAP measures are not intended to replace the presentation of financial results in accordance with U.S. generally accepted accounting principles ("GAAP"). Rather, the presentation of these non-GAAP measures supplements other metrics used by management to internally evaluate its businesses, and facilitate the comparison of past and present operations. These non-GAAP measures may not be comparable to similar measures used by other companies and may exclude certain nondiscretionary expenses and cash payments.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

The Company is exposed to market risk related to changes in interest rates, foreign currency exchange rates, and commodity prices.

Interest Rate Risk. The fair value of the Company's cash and short-term investment portfolio at January 31, 2011, approximates carrying value. Exposure to interest rate risk on the Company's long-term debt is mitigated since it is at a fixed rate until maturity. Based on the Company's overall interest rate exposure as of and during the three-month and nine-month periods ended January 31, 2011, including derivative and other instruments sensitive to interest rates, a hypothetical 10 percent movement in interest rates would not materially affect the Company's results of operations. Interest rate risk can also be measured by estimating the net amount by which the fair value of the Company's financial liabilities would change as a result of movements in interest rates. Based on a hypothetical, immediate one-percentage point decrease in interest rates at January 31, 2011, the fair value of the Company's long-term debt would increase by approximately \$55 million.

Foreign Currency Exchange Risk. The Company has operations outside the U.S. with foreign currency denominated assets and liabilities, primarily denominated in Canadian currency. Because the Company has foreign currency denominated assets and liabilities, financial exposure may result, primarily from the timing of transactions and the movement of exchange rates. The foreign currency balance sheet exposures as of January 31, 2011, are not expected to result in a significant impact on future earnings or cash flows.

The Company utilizes foreign currency exchange forwards and options contracts to manage the price volatility of foreign currency exchange fluctuations on future cash transactions. The contracts generally have maturities of less than one year. The mark-to-market gains and losses on qualifying hedges are included as a component of other comprehensive income, and reclassified to earnings in the period the contract is executed. The ineffective portion of these contracts is immediately recognized in earnings. Instruments currently used to manage foreign currency exchange exposures do not meet the requirements for hedge accounting treatment and the change in value of these instruments is immediately recognized in cost of products sold. Based on the Company's hedged foreign currency positions as of January 31, 2011, a hypothetical 10 percent change in exchange rates would result in a loss of fair value of approximately \$4.4 million.

Revenues from customers outside the U.S. represented approximately nine and 10 percent of net sales during the three-month and nine-month periods ended January 31, 2011, respectively. Thus, certain revenues and expenses have been, and are expected to be, subject to the effect of foreign currency fluctuations and these fluctuations may have an impact on operating results.

Commodity Price Risk. Raw materials and other commodities used by the Company are subject to price volatility caused by supply and demand conditions, political and economic variables, weather, investor speculation, and other unpredictable factors. To manage the volatility related to anticipated commodity purchases, the Company uses futures and options with maturities generally less than one year. Certain of these instruments are designated as cash flow hedges. The mark-to-market gains or losses on qualifying hedges are included in other comprehensive income to the extent effective, and reclassified into cost of products sold in the period during which the hedged transaction affects earnings. The mark-to-market gains or losses on nonqualifying, excluded, and ineffective portions of hedges are recognized in cost of products sold immediately.

The following sensitivity analysis presents the Company's potential loss of fair value resulting from a hypothetical 10 percent change in market prices.

	January 31, 2011		April 30, 2010	
	(Dollars in millions)			
Raw material commodities:				
High	\$	25.0	\$	21.2
Low		3.5		2.3
Average		13.2		11.6

Fair value was determined using quoted market prices and was based on the Company's net derivative position by commodity for the previous four quarters. The calculations are not intended to represent actual losses in fair value that the Company expects to incur. In practice, as markets move, the Company actively manages its risk and adjusts hedging, derivative, and purchasing strategies as appropriate. The commodities hedged have a high inverse correlation to price changes of the derivative commodity instrument; thus, the Company would expect that any gain or loss in the fair value of its derivatives would generally be offset by an increase or decrease in the fair value of the underlying exposures.

Certain Forward-Looking Statements

Certain statements included in this Quarterly Report contain forward-looking statements within the meaning of federal securities laws. The forward-looking statements may include statements concerning the Company's current expectations, estimates, assumptions, and beliefs concerning future events, conditions, plans, and strategies that are not historical fact. Any statement that is not historical in nature is a forward-looking statement and may be identified by the use of words and phrases such as "expects," "anticipates," "believes," "will," "plans," and similar phrases.

Federal securities laws provide a safe harbor for forward-looking statements to encourage companies to provide prospective information. The Company is providing this cautionary statement in connection with the safe harbor provisions. Readers are cautioned not to place undue reliance on any forward-looking statements as such statements are by nature subject to risks, uncertainties, and other factors, many of which are outside of the Company's control and could cause actual results to differ materially from such statements and from the Company's historical results and experience. These risks and uncertainties include, but are not limited to, the following:

- volatility of commodity markets from which raw materials, particularly green coffee beans, wheat, soybean oil, milk, and peanuts, are procured and the related impact on costs;
- risks associated with hedging, derivative, and purchasing strategies employed by the Company to manage commodity pricing risks, including the risk that such strategies could result in significant losses and adversely impact the Company's liquidity;
- crude oil price trends and their impact on transportation, energy, and packaging costs;
- the ability to successfully implement price changes;
- the success and cost of introducing new products and the competitive response;
- the success and cost of marketing and sales programs and strategies intended to promote growth in the Company's businesses;
- general competitive activity in the market, including competitors' pricing practices and promotional spending levels;
- the successful completion of the Company's restructuring programs, and the ability to realize anticipated savings and other potential benefits within the time frames currently contemplated;
- the impact of food safety concerns involving either the Company or its competitors' products;
- the impact of accidents and natural disasters, including crop failures and storm damage;
- the concentration of certain of the Company's businesses with key customers and suppliers and the ability to manage and maintain key relationships;
- the loss of significant customers or a substantial reduction in orders from such customers or the bankruptcy of any such customer;
- changes in consumer coffee preferences, and other factors affecting the coffee business, which represents a substantial portion of the Company's business;
- the ability of the Company to obtain any required financing;
- the timing and amount of the Company's capital expenditures, share repurchases, and restructuring costs;
- impairments in the carrying value of goodwill, other intangible assets, or other long-lived assets or changes in useful lives of other intangible assets;
- the impact of new or changes to existing governmental laws and regulations or their application;
- the impact of future legal, regulatory, or market measures regarding climate change;
- the outcome of current and future tax examinations, changes in tax laws and other tax matters, and their related impact on the Company's tax positions;
- foreign currency and interest rate fluctuations;
- political or economic disruption;
- other factors affecting share prices and capital markets generally; and
- the other factors described under "Risk Factors" in registration statements filed by the Company with the Securities and Exchange Commission and in the other reports and statements filed by the

Company with the Securities and Exchange Commission, including its most recent Annual Report on Form 10-K and proxy materials. Readers are cautioned not to unduly rely on such forward-looking statements, which speak only as of the date made, when evaluating the information presented in this Quarterly Report. The Company does not undertake any obligation to update or revise these forward-looking statements to reflect new events or circumstances.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures. The Company's management, including the Company's principal executive officers and principal financial officer, evaluated the effectiveness of the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) or 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of January 31, 2011 (the "Evaluation Date"). Based on that evaluation, the Company's principal executive officers and principal financial officer have concluded that as of the Evaluation Date, the Company's disclosure controls and procedures were effective in ensuring that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is (1) recorded, processed, summarized, and reported within the time periods specified in Securities and Exchange Commission rules and forms, and (2) accumulated and communicated to the Company's management, including the chief executive officers and chief financial officer, as appropriate to allow timely decisions regarding required disclosure.

Changes in Internal Controls. There were no changes in the Company's internal control over financial reporting that occurred during the quarter ended January 31, 2011, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1A. Risk Factors.

The Company's business, operations, and financial condition are subject to various risks and uncertainties. The risk factors described in "Part I, Item 1A. Risk Factors" in the Company's Annual Report on Form 10-K for the year ended April 30, 2010, as revised below and in the Company's Quarterly Report on Form 10-Q for the quarters ended July 31, 2010 and October 31, 2010, should be carefully considered, together with the other information contained or incorporated by reference in this Quarterly Report on Form 10-Q and in the Company's other filings with the Securities and Exchange Commission in connection with evaluating the Company, its business, and the forward-looking statements contained in this Quarterly Report. Additional risks and uncertainties not presently known to the Company or that the Company currently deems immaterial also may affect the Company. The occurrence of any of these known or unknown risks could have a material adverse impact on the Company's business, financial condition, and results of operations.

The risk factor described below updates the risk factors disclosed in "Part 1, Item 1A. Risk Factors" in the Company's Annual Report on Form 10-K for the year ended April 30, 2010 as revised in the Company's Quarterly Report on Form 10-Q for the quarters ended July 31, 2010 and October 31, 2010,.

- A material impairment in the carrying value of acquired goodwill or other intangible assets could negatively affect the Company's consolidated operating results and net worth.

A significant portion of the Company's assets is goodwill and other intangible assets, the majority of which are not amortized but are reviewed at least annually for impairment. If the carrying value of these assets exceeds the current fair value, the asset is considered impaired and is reduced to fair value resulting in a noncash charge to earnings. Events and conditions that could result in impairment include a sustained drop in the market price of the Company's common shares, increased competition or loss of market share, product innovation or obsolescence, or product claims that result in a significant loss of sales or profitability over the product life. At January 31, 2011, the carrying value of goodwill and other intangible assets totaled approximately \$5.8 billion, compared to total assets of approximately \$8.4 billion and total shareholders' equity of approximately \$5.4 billion.

The results of the U.S. Retail Oils and Baking Market segment have been impacted by a highly competitive and promotional environment over the last several quarters. Should competitive pressure in these categories be sustained, long-term assumptions relative to growth rates and profitability of the segment or certain brands within it may not be attained which could result in a material impairment. As of January 31, 2011, approximately 13 percent of the Company's total goodwill and intangible assets are assigned to the U.S. Retail Oils and Baking Market segment.

- The Company's business could be harmed by strikes or work stoppages.

As of January 31, 2011, approximately 32 percent of the Company's employees, located at 10 facilities, are covered by union contracts. These contracts vary in term depending on location. The Company cannot assure that it will be able to negotiate these collective bargaining agreements on the same or more favorable terms as the current agreements, or at all, without production interruptions caused by labor stoppages. If a strike or work stoppage were to occur in connection with negotiations of new collective bargaining agreements, or as a result of disputes under collective bargaining agreements with labor unions, the Company's business, financial condition, and results of operations could be adversely affected.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

(a) Not applicable.

(b) Not applicable.

(c) Issuer Purchases of Equity Securities

	(a)	(b)	(c)	(d)
Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number (or Approximate Dollar Value) of Shares That May Yet Be Purchased Under the Plans or Programs
November 1, 2010 - November 30, 2010	610,092	\$ 61.67	577,462	3,166,760
December 1, 2010 - December 31, 2010	1,435,812	65.24	1,435,581	1,731,179
January 1, 2011 - January 31, 2011	1,732,135	63.58	1,731,179	5,000,000
Total	3,778,039	\$ 63.90	3,744,222	5,000,000

Information set forth in the table above represents activity in the Company's third fiscal quarter.

- (a) Shares in this column include shares repurchased as part of publicly announced plans as well as shares repurchased from stock plan recipients in lieu of cash payments.
- (c) From November 22, 2010 until January 25, 2011, the Company repurchased the 3,744,222 common shares under the Company's November 2010 Rule 10b5-1 trading plan.
- (d) On January 27, 2011, the Board of Directors authorized management to repurchase up to five million additional common shares at its discretion with no established expiration date. At February 28, 2011, these five million shares remain available for future repurchase.

Item 6. Exhibits.

See the Index of Exhibits that appears on Page No. 34 of this report.

SIGNATURES

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

March 11, 2011

THE J. M. SMUCKER COMPANY

/s/ Timothy P. Smucker

BY TIMOTHY P. SMUCKER

Chairman of the Board and Co-Chief Executive Officer

/s/ Richard K. Smucker

BY RICHARD K. SMUCKER

Executive Chairman and Co-Chief Executive Officer

/s/ Mark R. Belgya

BY MARK R. BELGYA

Senior Vice President and Chief Financial Officer

INDEX OF EXHIBITS

Exhibit No.	Description
10.1	Omnibus Amendment to Restricted Stock Agreements for Folgers Employees, dated as of November 4, 2010. *
10.2	Amended and Restated Consulting and Noncompete Agreement of Timothy P. Smucker, dated as of December 31, 2010. *
10.3	Amended and Restated Consulting and Noncompete Agreement of Richard K. Smucker, dated as of December 31, 2010. *
10.4	The J. M. Smucker Company Defined Contribution Supplemental Executive Retirement Plan, restated as of May 1, 2008. *
10.5	The J. M. Smucker Company Top Management Supplemental Retirement Benefit Plan, restated as of January 1, 2009. *
10.6	The J. M. Smucker Company Voluntary Deferred Compensation Plan, amended and restated as of January 1, 2009. *
10.7	Amended and Restated Credit Agreement, dated as of January 31, 2011, between The J. M. Smucker Company, Smucker Foods of Canada Corp., the Lenders, the Agent, the Syndication Agent and the Documentation Agent, incorporated herein by reference to the Company's Current Report on Form 8-K filed on February 2, 2011 (Commission File No. 001-5111).
31.1	Certifications of Timothy P. Smucker pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended.
31.2	Certifications of Richard K. Smucker pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended.
31.3	Certifications of Mark R. Belgya pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended.
32	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of The Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document

* Management contract or compensatory plan or agreement.

OMNIBUS AMENDMENT
TO
RESTRICTED STOCK AGREEMENTS FOR FOLGERS EMPLOYEES

THIS OMNIBUS AMENDMENT is made this 4th day of November, 2010, by The J. M. Smucker Company (the "**Company**").

WITNESSETH:

WHEREAS, from time to time, the Company has granted shares of restricted stock (the "**Restricted Stock**") to certain employees of the Company's *Folgers* business (collectively, the "**Folgers Employees**") pursuant to the Company's 2006 Equity Compensation Plan (the "**Plan**");

WHEREAS, the award agreements underlying the Restricted Stock heretofore granted to the Folgers Employees (collectively, the "**Restricted Stock Agreements**") provide that unvested Restricted Stock will become nonforfeitable upon the applicable Folgers Employee's election to retire from the Company after the Folgers Employee's becoming retirement eligible;

WHEREAS, it is the desire of the Company to amend such Restricted Stock Agreements to provide that the Restricted Stock will immediately become nonforfeitable upon the applicable Folgers Employee's becoming retirement eligible;

WHEREAS, the Company has the power to amend the Restricted Stock Agreements without the consent of the grantee unless the amendments adversely affect the grantee; and

WHEREAS, the Company has determined that the amendments contained herein do not adversely affect the grantees under the Restricted Stock Agreements;

NOW, THEREFORE, effective November 4, 2010, the Company hereby amends all Restricted Stock Agreements for the Folgers Employees issued under the Plan in which any portion of the underlying Restricted Stock remained forfeitable as of November 4, 2010 as follows:

I.

Clause (ii) of Section 3(b) of the Restricted Stock Agreements for the Restricted Stock granted (A) in November 2008 upon the closing of the Company's acquisition of The Folgers Coffee Company from The Procter & Gamble Company (the "**Transaction**") and (B) during the 2009 calendar year to certain Folgers Employees who were on long-term disability at the time of the closing of the Transaction (collectively, the "**LTD Employees**"), is amended in its entirety to read as follows:

"(ii) after the lapse of a period of two years from the date upon which the Transaction closed, the Grantee has either (A) reached the age of 60 with at least ten years of service with P&G or Folgers, or (B) reached the age of 55 with at least 20 years of service with P&G or Folgers, or"

II.

Clause (ii) of Section 3(b) of the Restricted Stock Agreements for the Restricted Stock granted in June 2009 (other than the Restricted Stock granted in June 2009 to the LTD Employees) and June 2010 is amended in its entirety to read as follows:

"(ii) if, at any time during the four-year period from the Date of Grant, and after the lapse of a two year period from the date of the merger (November 6, 2008), the Grantee has either (A) reached the age of 60 with at least ten years of combined service with the Folgers business and the Company or (B) reached the age of 57½ years of age and has at least 20 years of combined service with the Folgers business and the Company, provided, further the Grantee was at least 48 years of age as of November 19, 2008, or"

IN WITNESS WHEREOF, the Company has caused this Omnibus Amendment to be executed this 4th day of November, 2010.

THE J. M. SMUCKER COMPANY

By:

/s/ Barry C. Dunaway

Name: Barry C. Dunaway

Title: Senior Vice President, Corporate and

Organization Development



Since 1897

December 31, 2010

Mr. Timothy Smucker
The J.M. Smucker Company
Strawberry Lane
Orrville, OH 44667-0280
Dear Tim:

The purpose of this letter agreement ("Agreement"), together with the identical agreement that your brother is signing separately, is to preserve the value of your family's historical involvement in the business and affairs of the Company in the event of your Separation from Service and this Agreement has been entered into with you in your capacity as an officer and employee of the Company. This Agreement evidences your commitment to maintain your public representations of the Company for at least three years after Separation from Service, in consideration for the compensation described below, subject to the terms and conditions set forth in this Agreement. This Agreement is a complete amendment and restatement, effective as of January 1, 2009, of the letter agreement between you and the Company dated May 1, 2002, as amended and restated effective January 1, 2005, in order to more fully assure that the Agreement is in compliance with the provisions of Internal Revenue Code Section ("IRC §") 409A. Terms not defined herein will have the definitions set forth in Appendix I attached hereto and incorporated herein.

1. General. If you Separate from Service with the Company and under any circumstances other than those described in Section 3, so long as you comply with Section 2, you will be entitled to receive the following compensation during the Service Period as current compensation for the services you will be rendering during the Service Period (and not as deferred compensation for purposes of IRC §409A).

(a) *Salary*. Your salary will continue at the rate in effect on the date of your Separation from Service, payable at the same times and in the same amounts as if you had not Separated from Service, but in all events within two and one-half months after the end of the calendar year in which the right to the salary vests.

(b) *Bonus*. Each time the Company pays annual bonuses to its executives during the Service Period, you will receive a lump sum payment equal to one-half of the annual target award most recently approved for you by the Executive Compensation Committee under the Company's Management Incentive Plan, payable in all events

The J. M. Smucker Company • Strawberry Lane • Orrville, Ohio 44667

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within two and one-half months after the end of the calendar year in which the right to the bonus vests.

(c) *Options and Restricted Shares.* All stock options you hold under any equity incentive plan of the Company will immediately vest and all restricted shares you hold under any equity incentive plan of the Company will continue to vest during the Service Period pursuant to the vesting schedule set forth in the agreements governing the restricted shares.

(d) *Benefits.* You and your eligible dependents will be entitled to receive those benefits and perquisites under all welfare benefit plans of the Company, including, without limitation, medical insurance and life insurance, but excluding stock options, restricted shares or other equity-based benefits, for which substantially all of the executives of the Company are from time to time generally eligible, as determined from time to time by the Executive Compensation Committee (the "Standard Executive Benefits Package").

2. Public Representation. During the Service Period, you will continue to represent the Company publicly in accordance with the wishes of the Board of Directors, and you will take such other actions as the Board or its designee may reasonably request in order to ensure the continued identification of your family and its values with the *Smucker's* brand. Without limiting the generality of the foregoing, during the Service Period you will:

- (a) attend the Annual Meeting,
- (b) participate in employee events,
- (c) appear at promotional events,
- (d) authorize the exclusive use of your name, persona and likeness throughout the Service Period, and thereafter, insofar as your name, persona or likeness is embodied in publicity, advertising or other marketing materials used by the Company at any time before the end of the Service Period,
- (e) participate in high-level meetings with customers and prospective customers of the Company, and
- (f) represent the Company to its other constituents and the communities in which the Company operates, as appropriate.

3. Other Distributable Events. The time and form of your benefits under this Agreement will be based on the earliest to occur of your Disability, death or Separation from Service (each a "Distributable Event"), as set forth in Section 1 and this Section 3. (For this purpose, if death or Disability causes a Separation from Service, the death or Disability will be considered to occur earlier than the Separation from Service.) If such earliest event is your Disability, death, or Separation from Service which is either a Retirement (as described in Section 3(c)), an Involuntary Separation from Service (as described in Section 3(d)), a Separation from Service for Good Reason (as described in Section 3(e)), or a Separation from

Service for Cause (as described in Section 3(f)), your compensation hereunder, if any, will be governed by this Section 3.

(a) *Disability.* If Disability is the earliest Distributable Event, (i) you will be entitled to receive the benefits you would have received during the Service Period as described in Sections 1(a), (b) and (d) for a period of three years beginning six months after the date on which you become Disabled, (ii) all stock options and restricted shares granted to you under any equity incentive plan of the Company will immediately vest, (iii) you will commence receiving your Monthly Retirement Benefit (as defined in the Company's Top Management Supplemental Retirement Benefit Plan (January 1, 2005 Restatement, as amended) (the "SERP")) under the SERP as of the third anniversary of your Disability, and the Monthly Retirement Benefit will be calculated without regard to the early retirement reduction factors described in Section 2.2 of the SERP, regardless of whether you have reached your Normal Retirement Date (as defined in the SERP), (iv) you will be entitled to receive within two and one-half months, any salary which has accrued but is unpaid and any reimbursable expenses which have been incurred but are unpaid, and (v) you will be entitled to any option rights, restricted stock or other equity awards or plan benefits which by their terms extend beyond your Disability or termination (but only to the extent provided in any option previously granted to you or any other benefit plan in which you participated as an employee of the Company).

(b) *Death.* If death is the earliest Distributable Event, your beneficiaries, your dependents or your estate, as the case may be, will be entitled to receive the benefits described in Sections 3(a)(i) through 3(a)(v), except that the payments in Sections 3(a)(i) and (ii) will begin within 90 days of the date of your death and the payments in Section 3(a)(iii) will commence on the third anniversary of the date of your death and the death benefit payable with respect to your Monthly Retirement Benefit will be calculated without regard to the early retirement reduction factors described in Section 2.2 of the SERP, regardless of whether you have reached your Normal Retirement Date (as defined in the SERP).

(c) *Retirement.* If Separation from Service is the earliest Distributable Event and is a voluntary Separation from Service other than for Good Reason after attainment of age fifty-five (55) and ten (10) years of service (as determined under the SERP ("Retirement")), (i) the Company will pay you, within two and one-half months, any salary which has accrued but is unpaid and will reimburse you for any reimbursable expenses which have been incurred but are unpaid, (ii) you will be entitled to any option rights, restricted stock or other equity awards or plan benefits which by their terms extend beyond termination of employment (but only to the extent provided in any option granted to you or any other benefit plan in which you participated as an employee of the Company), (iii) you will be entitled to receive any benefits to which you are entitled pursuant to the requirements of Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended, and (iv) you will commence receiving your Monthly Retirement Benefit under the SERP as of the third anniversary of your Separation from Service, and the Monthly Retirement Benefit will be calculated without regard to the early retirement reduction factors described in Section 2.2 of the SERP, regardless of whether you have reached your Normal Retirement Date (as defined in the

SERP). In addition, you will provide the services described in Section 2 for the Service Period, and receive as current compensation therefor (and not as deferred compensation for purposes of IRC §409A) the benefits described in Sections 1(a), (b) and (d). Moreover, in the event of your death or Disability after Retirement, then the benefits described in Section 1(a), 1(b) and 1(d) shall continue for the remainder of the Service Period, subject to the other terms hereof.

(d) *Involuntary Separation from Service*. If Separation from Service is the earliest Distributable Event and is an Involuntary Separation from Service other than for Cause (and excluding your Separation from Service for Good Reason) ("Involuntary Separation from Service"), you will be entitled to receive the benefits described in Sections 3(a)(i) through 3(a)(v) beginning six months after the date of your Separation from Service, except that the payments in Section 3(a)(iii) will commence on the third anniversary of the date of your Involuntary Separation from Service.

Notwithstanding the foregoing, in no event will you be deemed to have been terminated for "Cause" unless prior to your termination the Company has delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than two-thirds of the directors then in office at a meeting of the Board called and held for such purpose, after reasonable notice to you and an opportunity for you, together with your counsel (if you choose to have counsel present at such meeting), to be heard before the Board, finding that, in the good faith opinion of the Board, you committed an act constituting "Cause" and specifying the particulars of such act in detail. While such a determination will be a condition precedent for the existence of "Cause" for purposes of this Agreement, such a determination will not be determinative or create a presumption that "Cause" in fact exists, and nothing in this Agreement will limit your right or the right of your beneficiaries to contest the validity or propriety of any such determination.

(e) *Separation from Service for Good Reason*. If Separation from Service is the earliest Distributable Event and is a Separation from Service for Good Reason by means of advance written notice to the Company at least 90 days prior to the effective date of such termination identifying such termination as a termination for Good Reason and identifying the Good Reason and the Company fails to remedy the condition constituting the Good Reason within 30 days of the receipt of such notice, you will be entitled to receive the benefits described in Sections 3(a)(i) through 3(a)(v) beginning six months after the date of your Separation from Service, except that the payments in Section 3(a)(iii) will commence on the third anniversary of the date of your Separation from Service for Good Reason.

(f) *Termination by the Company for Cause*. If Separation from Service is the earliest Distributable Event and occurs because the Company terminates your employment for Cause, you will receive no payments or benefits under this Agreement, and you will be entitled only to receive those payments and benefits to which you would otherwise be entitled under the other plans of the Company as described in Sections 3(c)(i) through 3(c)(iii). Additionally, you will commence receiving your Monthly Retirement Benefit under the SERP as of the third anniversary of your Separation from Service.

(g) *Interest on Unpaid Amounts.* If the Company fails to make any payment or provide any benefit required to be made or provided under this Agreement on a timely basis, the Company will pay interest on the amount or value thereof at an annualized rate of interest equal to the so-called composite "prime rate" as quoted from time to time during the relevant period in the Midwest Edition of *The Wall Street Journal*. This interest will be payable as it accrues. Any change in the prime rate will be effective on and as of the date of such change.

(h) *No Mitigation.* You will not be required to mitigate the amount of any payment or benefit provided for in this Agreement by seeking other employment or otherwise. It is expressly understood that Company's payment obligations under this Agreement will cease in the event you breach any of your obligations under Sections 4 or 5.

4. Confidentiality. You acknowledge that the information, observations and data obtained by you while employed by the Company and during the continuance of the Service Period pursuant to this Agreement, as well as those obtained by you while employed by the Company or any of its subsidiaries or affiliates or any predecessor prior to the date of this Agreement, concerning the business or affairs of the Company or any of its subsidiaries or affiliates or any predecessor (unless and except to the extent the foregoing become generally known to and available for use by the public other than as a result of your acts or omissions to act, "Confidential Information") are the property of the Company or such subsidiary or affiliate. Therefore, you agree that, during your employment with the Company and after your Separation from Service, you will not disclose any Confidential Information without the prior written consent of the Board unless and except to the extent that such disclosure is (a) made in the ordinary course of your performance of your duties under this Agreement or (b) required by any subpoena or other legal process (in which event you will give the Company prompt notice of such subpoena or other legal process in order to permit the Company to seek appropriate protective orders), and that you will not use any Confidential Information for your own account or any other person or entity's benefit without the prior written consent of the Board. You will deliver to the Company at the termination of the later of (i) your Separation from Service or (ii) the Service Period, or at any other time the Company may reasonably request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information, or to the work product or the business of the Company or any of its subsidiaries or affiliates which you may then possess or have under your control. Nothing in this Section 4 will be deemed to limit or otherwise affect your confidentiality or other similar covenant or obligations imposed on you under any agreement with, or plan or arrangement of, the Company.

5. Noncompetition, Nonsolicitation.

(a) You acknowledge that, in the course of your employment with the Company and during the continuance of the Service Period: (i) you will become familiar, and during the course of your employment by the Company or any of its subsidiaries or affiliates or any predecessor prior to the date of this Agreement, you have become familiar, with trade secrets and customer lists of and proprietary information regarding the business of the Company and its subsidiaries and affiliates and predecessors; (ii) such

trade secrets and customer lists of and proprietary information regarding the business of the Company and its subsidiaries and affiliates and predecessors are confidential and the exclusive property of the Company; and (iii) your services have been and will be of special, unique and extraordinary value to the Company. You agree that you will not disclose, divulge, discuss, copy or otherwise use or cause to be used in any manner in competition with, or contrary to the interests of, the Company, the trade secrets and customer lists of and proprietary information regarding the business of the Company and its subsidiaries and affiliates and predecessors.

(b) You agree that, during your employment with the Company and until the later of: (i) three years after your Separation from Service with the Company or (ii) three years after termination of the Service Period, you will not in any manner, directly or indirectly, through any person, firm or corporation, alone or as a member of a partnership or as an officer, director, shareholder, investor or employee of or in any other corporation or enterprise or otherwise, engage or be engaged in, or assist any other person, firm, corporation or enterprise in engaging or being engaged in, any business then actively being conducted by the Company or any of its subsidiaries or affiliates or any business similar to the businesses then conducted or contemplated to be conducted by the Company or any of its subsidiaries or affiliates.

(c) You further agree that, during your employment with the Company and until the later of (i) three years after your Separation from Service with the Company or (ii) three years after termination of the Service Period, you will not in any manner, directly or indirectly, induce or attempt to induce any employee of the Company or of any of its subsidiaries or affiliates to quit or abandon his or her employ.

(d) Nothing in this Section 5 will prohibit you from being: (i) a shareholder in a mutual fund or a diversified investment company or (ii) a passive owner of not more than 5% of the outstanding equity securities of any class of a corporation or other entity which is publicly traded, so long as you have no active participation in the business of such corporation or other entity.

(e) In the event you violate any legally enforceable provision of this Agreement as to which there is a specific time period during which you are prohibited from taking certain actions or from engaging in certain activities, as set forth in this Agreement, then, in such event, the violation shall toll the running of such time period from the date of such violation until the violation ceases.

(f) You acknowledge that you have carefully considered the nature and extent of the restrictions on you and the rights and remedies conferred on the Company under this Agreement. You further acknowledge and agree that the same are reasonable in time and territory, are designed to eliminate competition which would otherwise be unfair to the Company, do not stifle your inherent skill and experience, would not operate as a bar to your sole means of support, are fully required to protect the legitimate interests of the Company and do not confer a benefit upon the Company disproportionate to your detriment.

(g) If, at the time of enforcement of this Section 5, a court holds that the restrictions stated in this Section 5 are unreasonable under circumstances then existing, you and the Company agree that the maximum period, scope or geographical area reasonable under such circumstances will be substituted for the stated period, scope or area and that the court will be allowed to revise the restrictions contained in this Section 5 to cover the maximum period, scope and area permitted by law.

(h) Nothing in this Section 5 will be deemed to limit or otherwise affect any noncompetition or nonsolicitation or other similar covenant or obligations imposed on you under any other agreement with, or plan or arrangement of, the Company.

6. Enforcement. Because your services are unique and because you have access to Confidential Information and work project, you agree that the Company would be damaged irreparably in the event any of the provisions of Section 4 or 5 were not performed in accordance with their specific terms or were otherwise breached and that money damages would be an inadequate remedy for any such non-performance or breach. Therefore, the Company or its successors or assigns will be entitled, in addition to other rights and remedies existing in their favor, to an injunction or injunctions to prevent any non-performance, breach or threatened breach of any of such provisions and to enforce such provisions specifically (without posting a bond or other security).

7. Representations. You represent and warrant to the Company that (a) the execution, delivery and performance of this Agreement by you does not and will not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which you are a party or by which you are bound, (b) you are not a party to or bound by any employment agreement, noncompete agreement or confidentiality agreement any other person or entity and (c) upon the execution and delivery of this Agreement by the Company, this Agreement will be the valid and binding obligation of you, enforceable in accordance with its terms.

8. Survival. Subject to any limits on applicability, Sections 4 and 5 will survive and continue in full force in accordance with their terms, notwithstanding any Separation from Service with the Company or the termination of the Service Period.

9. Notices. Any notice provided for in this Agreement must be in writing and must be either personally delivered, sent by reputable overnight carrier or mailed by first class mail, return receipt requested. Any notice to you will be delivered to the last home address on file with the Company, and any notice to the Company should be delivered to:

The J.M. Smucker Company

Strawberry Lane

Orrville, OH 44667-0280

Attention: General Counsel

or such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Any notice under this Agreement will be deemed to have been given when so delivered, sent or mailed.

10. Severability. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law, but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

11. Complete Agreement. This Agreement embodies the complete agreement and understanding between the parties with respect to the subject matter in this Agreement and effective as of its date supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter in this Agreement in any way.

12. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed to be an original and both of which taken together will constitute one and the same agreement.

13. Successors and Assigns. This Agreement will bind and inure to the benefit of and be enforceable by you, the Company and your or its respective heirs, executors, personal representatives, successors and assigns, except that neither you nor the Company may assign any of your or its rights or delegate any of your or its obligations under this Agreement without the prior written consent of the other party. You consent to the assignment by the Company of all of its rights and obligations in this Agreement to any successor to the Company by merger or consolidation or purchase of all or substantially all of the Company's assets, provided such transferee or successor assumes the liabilities of the Company in this Agreement.

14. Choice of Law. This Agreement will be governed by the internal law, and not the laws of conflicts, of the State of Ohio.

15. Amendment and Waiver. This Agreement may be amended only with the prior written consent of the parties, and no course of conduct or failure or delay in enforcing the provisions of this Agreement will affect the validity, binding effect or enforceability of this Agreement.

16. Prohibition on Participation. If under any provision of this Agreement you and your dependents become entitled to receive the benefits provided under the Standard Executive Benefits Package and you are not eligible to participate in any of the plans or programs set forth in the Standard Executive Benefits Package, the Company will reimburse you, on a monthly basis, for any premiums or other fees paid by you to obtain benefits (for you and your dependents) equivalent to the Standard Executive Benefits Package.

17. Right to Terminate Agreement Upon a Change in Control. Notwithstanding any provision in this Agreement to the contrary, in the event of a Change in Control (as defined from time to time in the Company's 1998 Equity and Performance Incentive Plan, or any successor to that plan), you will have the right to terminate this Agreement upon 30 days' written notice to the

Company, and upon the Company's receipt of such notice this Agreement will immediately become null and void and have no further force or effect.

18. Claims and Administration. The Claims and Administration procedures set out in Appendix II attached hereto are incorporated herein by reference.

19. No Distributions in Excess of IRC §162(m). Notwithstanding the above provisions, no amount may be distributed pursuant to this Agreement if such amount would not be deductible to the Company under IRC §162(m), as determined by the Board of Directors in its sole discretion, and in accordance with IRC §409A and the Treasury regulations promulgated thereunder.

20. No Distributions in Violation of Securities Laws. Notwithstanding the above provisions, a payment under the Plan may be delayed if the Company reasonably anticipates that the making of such payment will violate Federal securities laws or other applicable law, in the Company's sole discretion, provided that the payment is made on the earliest at which the Company reasonably anticipates that the making of the payment will not cause such violation.

21. Six-Month Delay. Notwithstanding anything to the contrary in the foregoing, but to the extent not specified previously above, if an amount hereunder is subject to, and not exempt from, IRC §409A and you are a Specified Employee on the date of your Separation from Service, you shall not receive a distribution due to Separation from Service before the date which is the later of (i) eighteen (18) months following December 31, 2010 or (ii) six (6) months after the date of your Separation from Service, or, if earlier, your death after Separation from Service. In the event a distribution must be deferred, the first payment shall include an amount equal to the sum of the payments which would have been paid to you but for the payment deferral mandated pursuant to IRC §409A(a)(2)(B)(i) on the first day of the month following the mandated deferral period, and shall include interest on such amount calculated in the same manner as under Section 3(g) above. In no event will the mandatory deferral period extend beyond a death after Separation from Service.

22. Reimbursements and In-Kind Benefits. Any reimbursement of expenses or in-kind benefits provided under this Agreement subject to, and not exempt from, IRC §409A shall be subject to the following additional rules: (a) any reimbursement of eligible expenses shall be paid as they are incurred (but not prior to the end of the six-month delay period set forth above if applicable) and shall always be paid on or before the last day of your tax year following the tax year in which the expenses were incurred; provided that you first provide documentation of such expenses in reasonable detail not later than sixty (60) days following the end of the calendar year in which the eligible expenses were incurred; (b) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefits to be provided, during any other calendar year; and (c) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

23. IRC §409A. To the extent applicable, it is intended that this Agreement and any deferrals of compensation made hereunder comply with the provisions of IRC §409A. This Plan and any deferrals or compensation made hereunder shall be administered in a manner consistent

with this intent, and any provisions that would cause this Agreement or any benefit hereunder to fail to satisfy IRC §409A shall have no force and effect until amended to comply with IRC §409A (which amendment may be retroactive to the extent permitted by IRC §409A). Any reference in this Agreement to IRC §409A will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to IRC §409A by the U.S. Department of the Treasury or the Internal Revenue Service. In no event, however, shall this section or any other provisions of this Agreement be construed to require the Company to provide any gross-up for the tax consequences of any provisions of, or payments under, this Agreement and the Company shall have no responsibility for tax or legal consequences to you (or your beneficiary) resulting from the terms or operation of this Plan.

If you agree to the terms set forth above, please sign and date a copy of this Agreement below and return it to the undersigned.

Very truly yours,

THE J.M. SMUCKER COMPANY

By:

/s/ Mark R. Belgya

Name: Mark R. Belgya

Title: Senior Vice President and Chief Financial Officer

Accepted and agreed to:

/s/ Timothy Smucker

Timothy Smucker

Date

: December 31, 2010

Appendix I

The following definitions will apply for purposes of the Agreement:

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

"Cause" means:

- (i) your willful and continued failure to perform your duties;
- (ii) gross negligence or willful misconduct by you with respect to the Company or any of its subsidiaries or affiliates;
- (iii) your breach of any of the agreements in Section 4 or 5 prior to the end of your employment with the Company; or
- (iv) your conviction of a felony or a crime involving moral turpitude.

"Company" means The J.M. Smucker Company.

"Disabled" or "Disability" means the first to occur of the following conditions:

- (a) You are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or
- (b) You are, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under any plan covering employees of the Company, or
- (c) You have been determined to be totally disabled by the Social Security Administration.

"Good Reason" means:

- (v) any material diminution by the Board in your salary;
- (vi) the relocation of the Company's principal executive offices or the requirement by the Company that you change your principal place of employment to any location that is in excess of 35 miles from your principal place of employment on the date of this Agreement; or
- (vii) any breach by the Company of this Agreement that is material and that is not cured within 30 days after written notice to the Company from you.

"Separation from Service" or "Separate(d) from Service" means a separation from service as defined in IRC §409A, which IRC §409A is incorporated herein by reference, and includes, without limitation, your separation from service with the Company, and related companies, if you die, retire or otherwise have a termination of employment with the Company. However, for purposes of this paragraph, the employment relationship is treated as continuing intact while you are on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as you retain a right to reemployment with the Company under an applicable statute or by contract. Notwithstanding the foregoing, where a leave of absence is due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six months, where such impairment causes you to be unable to perform the duties of your position of employment or any substantially similar position of employment, a 29-month period of absence may be substituted for such six-month period.

"Service Period" means the three-year period beginning on the date of your Separation from Service (or, if earlier, your death or Disability) and ending on its third anniversary date.

"Specified Employee" refers to an individual defined in IRC §416(i) without regard to paragraph (5) of that Section, as of the date of the individual's Separation from Service determined as provided in Treasury Regulation §1.409A-1(i).

Appendix II

(a) *Plan Administrative Committee.* The Executive Compensation Committee of the Board of Directors, or its designee, will be the Plan Administrator under this Agreement.

(b) *Definitions.* The following definitions apply for purposes of these Claims Procedures:

(i) "Adverse Benefit Determination" is any of the following: a denial, reduction or termination of, or a failure to provide or make payment (in whole or in part) for a benefit.

(ii) "Claimant" is you or your beneficiary who files a claim under this Agreement.

(c) *Filing Claims.* A Claimant must file a written claim for benefits under the Agreement with the Plan Administrator in accordance with the terms of the applicable Plan and federal law. The written claim will be made on such form(s) as may be prescribed from time to time by the Plan Administrator and will include such information as requested on the claims form.

(d) *Claim Notifications.*

(i) *Time for Providing Notification.* The Plan Administrator will furnish notice of its benefit determinations under the Agreement in accordance with the following provisions. For purposes of determining the time periods specified below, the period of time within which a benefit determination is required to be made will begin at the time the claim is filed in accordance with the Agreement's procedures, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event a period of time to provide notification is extended due to a Claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information. A Claimant may also voluntarily agree to provide the Plan Administrator additional time within which to make a decision on a claim beyond the time limits specified below.

The Plan Administrator will notify the Claimant of its benefit determination within a reasonable period of time, but not later than 90 days after receipt of the claim. This period may be extended one time by the Plan Administrator for up to 90 days if the Plan Administrator determines that the extension is necessary due to special circumstances and notifies the Claimant, prior to the expiration of the initial 90-day period, of the circumstances requiring the extension of time and the date by which the Plan Administrator expects to render a decision. This date will be not later than 180 days after receipt of the claim.

(ii) Manner and Content of Notification of Benefit Determination. The Plan Administrator will provide a Claimant with written or electronic notification of any Adverse Benefit Determination. The notification will include the following:

(A) The specific reason(s) for the Adverse Benefit Determination;

(B) Reference to the specific Agreement provisions on which the determination is based;

(C) A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary; and

(D) A description of the Agreement's review procedures in accordance with the terms of this Agreement and the time limits applicable to such procedures (including the address to which appeals should be mailed), including a statement of the Claimant's right to bring a civil action following an Adverse Benefit Determination on review.

(e) *Appeal of Adverse Benefit Determination.*

(i) Review Procedures. If a Claimant is notified of an Adverse Benefit Determination, the Claimant or his authorized representative may make a written request for review of the determination by submitting such request to the Plan Administrator within 60 days after notification of the Adverse Benefit Determination.

A Claimant's written request for review will be forwarded by the Plan Administrator to the Board of Directors of the Company (other than you and other than the members of the Executive Compensation Committee of the Company) for a full and fair review. No individual will review a claim who reviewed the Claimant's initial claim for benefits, or who is a subordinate of such individual. The Claimant will be provided the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. The Claimant will also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits. The Board of Directors will conduct its review without deference to the initial benefit determination and taking into account all comments, documents, records and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(ii) Timing of Notification of Benefit Determination on Review. The Plan Administrator, or its delegatee, will notify a Claimant of the Plan's benefit determination on review as follows: For purposes of determining the time periods

specified below, the period of time within which a benefit determination on review is required to be made will begin at the time an appeal is filed in accordance with the Agreement's procedures, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing.

The Plan Administrator will notify the Claimant of the Plan's benefit determination on review within a reasonable period of time, but not later than 60 days after receipt by the Plan Administrator of the Claimant's request for review of an Adverse Benefit Determination or within 120 days if special circumstances require more time and the Plan Administrator, or its delegatee, informs the Claimant within the initial 60 day period of the reason for the delay and the date the Claimant can expect to receive notification of benefit determination on review.

(f) *Authorized Representative.* A Claimant is permitted to designate an authorized representative to act on behalf of a Claimant with respect to a benefit claim or appeal of an Adverse Benefit Determination. Designation of an authorized representative must be made in writing on such form as the Plan Administrator will provide from time to time and must be signed by the Claimant. If a Claimant designates an authorized representative to act on his behalf as provided above, the Plan Administrator will direct all information and notifications to which the Claimant is otherwise entitled to the authorized representative with respect to the aspect of the claim for which the representative is designated (for example, initial determination, request for documents, appeal, etc.), unless the Claimant directs otherwise.

(g) *Record Retention.* The Plan Administrator will maintain records and other relevant documents adequate to demonstrate compliance with the Agreement's Claims Procedures and processes and to verify appropriately consistent decision-making with respect to initial benefit determinations and review of Adverse Benefit Determinations.



Since 1897

December 31, 2010

Mr. Richard K. Smucker

The J.M. Smucker Company
Strawberry Lane

Orrville, OH 44667-0280

Dear Richard:

The purpose of this letter agreement ("Agreement"), together with the identical agreement that your brother is signing separately, is to preserve the value of your family's historical involvement in the business and affairs of the Company in the event of your Separation from Service and this Agreement has been entered into with you in your capacity as an officer and employee of the Company. This Agreement evidences your commitment to maintain your public representations of the Company for at least three years after Separation from Service, in consideration for the compensation described below, subject to the terms and conditions set forth in this Agreement. This Agreement is a complete amendment and restatement, effective as of January 1, 2009, of the letter agreement between you and the Company dated May 1, 2002, as amended and restated effective January 1, 2005, in order to more fully assure that the Agreement is in compliance with the provisions of Internal Revenue Code Section ("IRC §") 409A. Terms not defined herein will have the definitions set forth in Appendix I attached hereto and incorporated herein.

1. General. If you Separate from Service with the Company and under any circumstances other than those described in Section 3, so long as you comply with Section 2, you will be entitled to receive the following compensation during the Service Period as current compensation for the services you will be rendering during the Service Period (and not as deferred compensation for purposes of IRC §409A).

(a) *Salary*. Your salary will continue at the rate in effect on the date of your Separation from Service, payable at the same times and in the same amounts as if you had not Separated from Service, but in all events within two and one-half months after the end of the calendar year in which the right to the salary vests.

(b) *Bonus*. Each time the Company pays annual bonuses to its executives during the Service Period, you will receive a lump sum payment equal to one-half of the annual target award most recently approved for you by the Executive Compensation Committee under the Company's Management Incentive Plan, payable in all events

The J. M. Smucker Company • Strawberry Lane • Orrville, Ohio 44667

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within two and one-half months after the end of the calendar year in which the right to the bonus vests.

(c) *Options and Restricted Shares.* All stock options you hold under any equity incentive plan of the Company will immediately vest and all restricted shares you hold under any equity incentive plan of the Company will continue to vest during the Service Period pursuant to the vesting schedule set forth in the agreements governing the restricted shares.

(d) *Benefits.* You and your eligible dependents will be entitled to receive those benefits and perquisites under all welfare benefit plans of the Company, including, without limitation, medical insurance and life insurance, but excluding stock options, restricted shares or other equity-based benefits, for which substantially all of the executives of the Company are from time to time generally eligible, as determined from time to time by the Executive Compensation Committee (the "Standard Executive Benefits Package").

2. Public Representation. During the Service Period, you will continue to represent the Company publicly in accordance with the wishes of the Board of Directors, and you will take such other actions as the Board or its designee may reasonably request in order to ensure the continued identification of your family and its values with the *Smucker's* brand. Without limiting the generality of the foregoing, during the Service Period you will:

- (a) attend the Annual Meeting,
- (b) participate in employee events,
- (c) appear at promotional events,
- (d) authorize the exclusive use of your name, persona and likeness throughout the Service Period, and thereafter, insofar as your name, persona or likeness is embodied in publicity, advertising or other marketing materials used by the Company at any time before the end of the Service Period,
- (e) participate in high-level meetings with customers and prospective customers of the Company, and
- (f) represent the Company to its other constituents and the communities in which the Company operates, as appropriate.

3. Other Distributable Events. The time and form of your benefits under this Agreement will be based on the earliest to occur of your Disability, death or Separation from Service (each a "Distributable Event"), as set forth in Section 1 and this Section 3. (For this purpose, if death or Disability causes a Separation from Service, the death or Disability will be considered to occur earlier than the Separation from Service.) If such earliest event is your Disability, death, or Separation from Service which is either a Retirement (as described in Section 3(c)), an Involuntary Separation from Service (as described in Section 3(d)), a Separation from Service for Good Reason (as described in Section 3(e)), or a Separation from

Service for Cause (as described in Section 3(f)), your compensation hereunder, if any, will be governed by this Section 3.

(a) *Disability.* If Disability is the earliest Distributable Event, (i) you will be entitled to receive the benefits you would have received during the Service Period as described in Sections 1(a), (b) and (d) for a period of three years beginning six months after the date on which you become Disabled, (ii) all stock options and restricted shares granted to you under any equity incentive plan of the Company will immediately vest, (iii) you will commence receiving your Monthly Retirement Benefit (as defined in the Company's Top Management Supplemental Retirement Benefit Plan (January 1, 2005 Restatement, as amended) (the "SERP")) under the SERP as of the third anniversary of your Disability, and the Monthly Retirement Benefit will be calculated without regard to the early retirement reduction factors described in Section 2.2 of the SERP, regardless of whether you have reached your Normal Retirement Date (as defined in the SERP), (iv) you will be entitled to receive within two and one-half months, any salary which has accrued but is unpaid and any reimbursable expenses which have been incurred but are unpaid, and (v) you will be entitled to any option rights, restricted stock or other equity awards or plan benefits which by their terms extend beyond your Disability or termination (but only to the extent provided in any option previously granted to you or any other benefit plan in which you participated as an employee of the Company).

(b) *Death.* If death is the earliest Distributable Event, your beneficiaries, your dependents or your estate, as the case may be, will be entitled to receive the benefits described in Sections 3(a)(i) through 3(a)(v), except that the payments in Sections 3(a)(i) and (ii) will begin within 90 days of the date of your death and the payments in Section 3(a)(iii) will commence on the third anniversary of the date of your death and the death benefit payable with respect to your Monthly Retirement Benefit will be calculated without regard to the early retirement reduction factors described in Section 2.2 of the SERP, regardless of whether you have reached your Normal Retirement Date (as defined in the SERP).

(c) *Retirement.* If Separation from Service is the earliest Distributable Event and is a voluntary Separation from Service other than for Good Reason after attainment of age fifty-five (55) and ten (10) years of service (as determined under the SERP ("Retirement")), (i) the Company will pay you, within two and one-half months, any salary which has accrued but is unpaid and will reimburse you for any reimbursable expenses which have been incurred but are unpaid, (ii) you will be entitled to any option rights, restricted stock or other equity awards or plan benefits which by their terms extend beyond termination of employment (but only to the extent provided in any option granted to you or any other benefit plan in which you participated as an employee of the Company), (iii) you will be entitled to receive any benefits to which you are entitled pursuant to the requirements of Part 6 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended, and (iv) you will commence receiving your Monthly Retirement Benefit under the SERP as of the third anniversary of your Separation from Service, and the Monthly Retirement Benefit will be calculated without regard to the early retirement reduction factors described in Section 2.2 of the SERP, regardless of whether you have reached your Normal Retirement Date (as defined in the

SERP). In addition, you will provide the services described in Section 2 for the Service Period, and receive as current compensation therefor (and not as deferred compensation for purposes of IRC §409A) the benefits described in Sections 1(a), (b) and (d). Moreover, in the event of your death or Disability after Retirement, then the benefits described in Section 1(a), 1(b) and 1(d) shall continue for the remainder of the Service Period, subject to the other terms hereof.

(d) *Involuntary Separation from Service*. If Separation from Service is the earliest Distributable Event and is an Involuntary Separation from Service other than for Cause (and excluding your Separation from Service for Good Reason) ("Involuntary Separation from Service"), you will be entitled to receive the benefits described in Sections 3(a)(i) through 3(a)(v) beginning six months after the date of your Separation from Service, except that the payments in Section 3(a)(iii) will commence on the third anniversary of the date of your Involuntary Separation from Service.

Notwithstanding the foregoing, in no event will you be deemed to have been terminated for "Cause" unless prior to your termination the Company has delivered to you a copy of a resolution duly adopted by the affirmative vote of not less than two-thirds of the directors then in office at a meeting of the Board called and held for such purpose, after reasonable notice to you and an opportunity for you, together with your counsel (if you choose to have counsel present at such meeting), to be heard before the Board, finding that, in the good faith opinion of the Board, you committed an act constituting "Cause" and specifying the particulars of such act in detail. While such a determination will be a condition precedent for the existence of "Cause" for purposes of this Agreement, such a determination will not be determinative or create a presumption that "Cause" in fact exists, and nothing in this Agreement will limit your right or the right of your beneficiaries to contest the validity or propriety of any such determination.

(e) *Separation from Service for Good Reason*. If Separation from Service is the earliest Distributable Event and is a Separation from Service for Good Reason by means of advance written notice to the Company at least 90 days prior to the effective date of such termination identifying such termination as a termination for Good Reason and identifying the Good Reason and the Company fails to remedy the condition constituting the Good Reason within 30 days of the receipt of such notice, you will be entitled to receive the benefits described in Sections 3(a)(i) through 3(a)(v) beginning six months after the date of your Separation from Service, except that the payments in Section 3(a)(iii) will commence on the third anniversary of the date of your Separation from Service for Good Reason.

(f) *Termination by the Company for Cause*. If Separation from Service is the earliest Distributable Event and occurs because the Company terminates your employment for Cause, you will receive no payments or benefits under this Agreement, and you will be entitled only to receive those payments and benefits to which you would otherwise be entitled under the other plans of the Company as described in Sections 3(c)(i) through 3(c)(iii). Additionally, you will commence receiving your Monthly Retirement Benefit under the SERP as of the third anniversary of your Separation from Service.

(g) *Interest on Unpaid Amounts.* If the Company fails to make any payment or provide any benefit required to be made or provided under this Agreement on a timely basis, the Company will pay interest on the amount or value thereof at an annualized rate of interest equal to the so-called composite "prime rate" as quoted from time to time during the relevant period in the Midwest Edition of *The Wall Street Journal*. This interest will be payable as it accrues. Any change in the prime rate will be effective on and as of the date of such change.

(h) *No Mitigation.* You will not be required to mitigate the amount of any payment or benefit provided for in this Agreement by seeking other employment or otherwise. It is expressly understood that Company's payment obligations under this Agreement will cease in the event you breach any of your obligations under Sections 4 or 5.

4. Confidentiality. You acknowledge that the information, observations and data obtained by you while employed by the Company and during the continuance of the Service Period pursuant to this Agreement, as well as those obtained by you while employed by the Company or any of its subsidiaries or affiliates or any predecessor prior to the date of this Agreement, concerning the business or affairs of the Company or any of its subsidiaries or affiliates or any predecessor (unless and except to the extent the foregoing become generally known to and available for use by the public other than as a result of your acts or omissions to act, "Confidential Information") are the property of the Company or such subsidiary or affiliate. Therefore, you agree that, during your employment with the Company and after your Separation from Service, you will not disclose any Confidential Information without the prior written consent of the Board unless and except to the extent that such disclosure is (a) made in the ordinary course of your performance of your duties under this Agreement or (b) required by any subpoena or other legal process (in which event you will give the Company prompt notice of such subpoena or other legal process in order to permit the Company to seek appropriate protective orders), and that you will not use any Confidential Information for your own account or any other person or entity's benefit without the prior written consent of the Board. You will deliver to the Company at the termination of the later of (i) your Separation from Service or (ii) the Service Period, or at any other time the Company may reasonably request, all memoranda, notes, plans, records, reports, computer tapes and software and other documents and data (and copies thereof) relating to the Confidential Information, or to the work product or the business of the Company or any of its subsidiaries or affiliates which you may then possess or have under your control. Nothing in this Section 4 will be deemed to limit or otherwise affect your confidentiality or other similar covenant or obligations imposed on you under any agreement with, or plan or arrangement of, the Company.

5. Noncompetition, Nonsolicitation.

(a) You acknowledge that, in the course of your employment with the Company and during the continuance of the Service Period: (i) you will become familiar, and during the course of your employment by the Company or any of its subsidiaries or affiliates or any predecessor prior to the date of this Agreement, you have become familiar, with trade secrets and customer lists of and proprietary information regarding the business of the Company and its subsidiaries and affiliates and predecessors; (ii) such

trade secrets and customer lists of and proprietary information regarding the business of the Company and its subsidiaries and affiliates and predecessors are confidential and the exclusive property of the Company; and (iii) your services have been and will be of special, unique and extraordinary value to the Company. You agree that you will not disclose, divulge, discuss, copy or otherwise use or cause to be used in any manner in competition with, or contrary to the interests of, the Company, the trade secrets and customer lists of and proprietary information regarding the business of the Company and its subsidiaries and affiliates and predecessors.

(b) You agree that, during your employment with the Company and until the later of: (i) three years after your Separation from Service with the Company or (ii) three years after termination of the Service Period, you will not in any manner, directly or indirectly, through any person, firm or corporation, alone or as a member of a partnership or as an officer, director, shareholder, investor or employee of or in any other corporation or enterprise or otherwise, engage or be engaged in, or assist any other person, firm, corporation or enterprise in engaging or being engaged in, any business then actively being conducted by the Company or any of its subsidiaries or affiliates or any business similar to the businesses then conducted or contemplated to be conducted by the Company or any of its subsidiaries or affiliates.

(c) You further agree that, during your employment with the Company and until the later of (i) three years after your Separation from Service with the Company or (ii) three years after termination of the Service Period, you will not in any manner, directly or indirectly, induce or attempt to induce any employee of the Company or of any of its subsidiaries or affiliates to quit or abandon his or her employ.

(d) Nothing in this Section 5 will prohibit you from being: (i) a shareholder in a mutual fund or a diversified investment company or (ii) a passive owner of not more than 5% of the outstanding equity securities of any class of a corporation or other entity which is publicly traded, so long as you have no active participation in the business of such corporation or other entity.

(e) In the event you violate any legally enforceable provision of this Agreement as to which there is a specific time period during which you are prohibited from taking certain actions or from engaging in certain activities, as set forth in this Agreement, then, in such event, the violation shall toll the running of such time period from the date of such violation until the violation ceases.

(f) You acknowledge that you have carefully considered the nature and extent of the restrictions on you and the rights and remedies conferred on the Company under this Agreement. You further acknowledge and agree that the same are reasonable in time and territory, are designed to eliminate competition which would otherwise be unfair to the Company, do not stifle your inherent skill and experience, would not operate as a bar to your sole means of support, are fully required to protect the legitimate interests of the Company and do not confer a benefit upon the Company disproportionate to your detriment.

(g) If, at the time of enforcement of this Section 5, a court holds that the restrictions stated in this Section 5 are unreasonable under circumstances then existing, you and the Company agree that the maximum period, scope or geographical area reasonable under such circumstances will be substituted for the stated period, scope or area and that the court will be allowed to revise the restrictions contained in this Section 5 to cover the maximum period, scope and area permitted by law.

(h) Nothing in this Section 5 will be deemed to limit or otherwise affect any noncompetition or nonsolicitation or other similar covenant or obligations imposed on you under any other agreement with, or plan or arrangement of, the Company.

6. Enforcement. Because your services are unique and because you have access to Confidential Information and work project, you agree that the Company would be damaged irreparably in the event any of the provisions of Section 4 or 5 were not performed in accordance with their specific terms or were otherwise breached and that money damages would be an inadequate remedy for any such non-performance or breach. Therefore, the Company or its successors or assigns will be entitled, in addition to other rights and remedies existing in their favor, to an injunction or injunctions to prevent any non-performance, breach or threatened breach of any of such provisions and to enforce such provisions specifically (without posting a bond or other security).

7. Representations. You represent and warrant to the Company that (a) the execution, delivery and performance of this Agreement by you does not and will not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which you are a party or by which you are bound, (b) you are not a party to or bound by any employment agreement, noncompete agreement or confidentiality agreement any other person or entity and (c) upon the execution and delivery of this Agreement by the Company, this Agreement will be the valid and binding obligation of you, enforceable in accordance with its terms.

8. Survival. Subject to any limits on applicability, Sections 4 and 5 will survive and continue in full force in accordance with their terms, notwithstanding any Separation from Service with the Company or the termination of the Service Period.

9. Notices. Any notice provided for in this Agreement must be in writing and must be either personally delivered, sent by reputable overnight carrier or mailed by first class mail, return receipt requested. Any notice to you will be delivered to the last home address on file with the Company, and any notice to the Company should be delivered to:

The J.M. Smucker Company

Strawberry Lane

Orrville, OH 44667-0280

Attention: General Counsel

or such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Any notice under this Agreement will be deemed to have been given when so delivered, sent or mailed.

10. Severability. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law, but, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

11. Complete Agreement. This Agreement embodies the complete agreement and understanding between the parties with respect to the subject matter in this Agreement and effective as of its date supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter in this Agreement in any way.

12. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed to be an original and both of which taken together will constitute one and the same agreement.

13. Successors and Assigns. This Agreement will bind and inure to the benefit of and be enforceable by you, the Company and your or its respective heirs, executors, personal representatives, successors and assigns, except that neither you nor the Company may assign any of your or its rights or delegate any of your or its obligations under this Agreement without the prior written consent of the other party. You consent to the assignment by the Company of all of its rights and obligations in this Agreement to any successor to the Company by merger or consolidation or purchase of all or substantially all of the Company's assets, provided such transferee or successor assumes the liabilities of the Company in this Agreement.

14. Choice of Law. This Agreement will be governed by the internal law, and not the laws of conflicts, of the State of Ohio.

15. Amendment and Waiver. This Agreement may be amended only with the prior written consent of the parties, and no course of conduct or failure or delay in enforcing the provisions of this Agreement will affect the validity, binding effect or enforceability of this Agreement.

16. Prohibition on Participation. If under any provision of this Agreement you and your dependents become entitled to receive the benefits provided under the Standard Executive Benefits Package and you are not eligible to participate in any of the plans or programs set forth in the Standard Executive Benefits Package, the Company will reimburse you, on a monthly basis, for any premiums or other fees paid by you to obtain benefits (for you and your dependents) equivalent to the Standard Executive Benefits Package.

17. Right to Terminate Agreement Upon a Change in Control. Notwithstanding any provision in this Agreement to the contrary, in the event of a Change in Control (as defined from time to time in the Company's 1998 Equity and Performance Incentive Plan, or any successor to that plan), you will have the right to terminate this Agreement upon 30 days' written notice to the

Company, and upon the Company's receipt of such notice this Agreement will immediately become null and void and have no further force or effect.

18. Claims and Administration. The Claims and Administration procedures set out in Appendix II attached hereto are incorporated herein by reference.

19. No Distributions in Excess of IRC §162(m). Notwithstanding the above provisions, no amount may be distributed pursuant to this Agreement if such amount would not be deductible to the Company under IRC §162(m), as determined by the Board of Directors in its sole discretion, and in accordance with IRC §409A and the Treasury regulations promulgated thereunder.

20. No Distributions in Violation of Securities Laws. Notwithstanding the above provisions, a payment under the Plan may be delayed if the Company reasonably anticipates that the making of such payment will violate Federal securities laws or other applicable law, in the Company's sole discretion, provided that the payment is made on the earliest at which the Company reasonably anticipates that the making of the payment will not cause such violation.

21. Six-Month Delay. Notwithstanding anything to the contrary in the foregoing, but to the extent not specified previously above, if an amount hereunder is subject to, and not exempt from, IRC §409A and you are a Specified Employee on the date of your Separation from Service, you shall not receive a distribution due to Separation from Service before the date which is the later of (i) eighteen (18) months following December 31, 2010 or (ii) six (6) months after the date of your Separation from Service, or, if earlier, your death after Separation from Service. In the event a distribution must be deferred, the first payment shall include an amount equal to the sum of the payments which would have been paid to you but for the payment deferral mandated pursuant to IRC §409A(a)(2)(B)(i) on the first day of the month following the mandated deferral period, and shall include interest on such amount calculated in the same manner as under Section 3(g) above. In no event will the mandatory deferral period extend beyond a death after Separation from Service.

22. Reimbursements and In-Kind Benefits. Any reimbursement of expenses or in-kind benefits provided under this Agreement subject to, and not exempt from, IRC §409A shall be subject to the following additional rules: (a) any reimbursement of eligible expenses shall be paid as they are incurred (but not prior to the end of the six-month delay period set forth above if applicable) and shall always be paid on or before the last day of your tax year following the tax year in which the expenses were incurred; provided that you first provide documentation of such expenses in reasonable detail not later than sixty (60) days following the end of the calendar year in which the eligible expenses were incurred; (b) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefits to be provided, during any other calendar year; and (c) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

23. IRC §409A. To the extent applicable, it is intended that this Agreement and any deferrals of compensation made hereunder comply with the provisions of IRC §409A. This Plan and any deferrals or compensation made hereunder shall be administrated in a manner consistent

with this intent, and any provisions that would cause this Agreement or any benefit hereunder to fail to satisfy IRC §409A shall have no force and effect until amended to comply with IRC §409A (which amendment may be retroactive to the extent permitted by IRC §409A). Any reference in this Agreement to IRC §409A will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to IRC §409A by the U.S. Department of the Treasury or the Internal Revenue Service. In no event, however, shall this section or any other provisions of this Agreement be construed to require the Company to provide any gross-up for the tax consequences of any provisions of, or payments under, this Agreement and the Company shall have no responsibility for tax or legal consequences to you (or your beneficiary) resulting from the terms or operation of this Plan.

If you agree to the terms set forth above, please sign and date a copy of this Agreement below and return it to the undersigned.

Very truly yours,

THE J.M. SMUCKER COMPANY

By:

/s/ Mark R. Belgia

Name: Mark R. Belgia

Title: Senior Vice President and Chief Financial Officer

Accepted and agreed to:

/s/ R. K. Smucker

Richard K. Smucker

Date:

December 31, 2010

Appendix I

The following definitions will apply for purposes of the Agreement:

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

"Cause" means:

- (i) your willful and continued failure to perform your duties;
- (ii) gross negligence or willful misconduct by you with respect to the Company or any of its subsidiaries or affiliates;
- (iii) your breach of any of the agreements in Section 4 or 5 prior to the end of your employment with the Company; or
- (iv) your conviction of a felony or a crime involving moral turpitude.

"Company" means The J.M. Smucker Company.

"Disabled" or "Disability" means the first to occur of the following conditions:

- (a) You are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or
- (b) You are, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under any plan covering employees of the Company, or
- (c) You have been determined to be totally disabled by the Social Security Administration.

"Good Reason" means:

- (v) any material diminution by the Board in your salary;
- (vi) the relocation of the Company's principal executive offices or the requirement by the Company that you change your principal place of employment to any location that is in excess of 35 miles from your principal place of employment on the date of this Agreement; or
- (vii) any breach by the Company of this Agreement that is material and that is not cured within 30 days after written notice to the Company from you.

"Separation from Service" or "Separate(d) from Service" means a separation from service as defined in IRC §409A, which IRC §409A is incorporated herein by reference, and includes, without limitation, your separation from service with the Company, and related companies, if you die, retire or otherwise have a termination of employment with the Company. However, for purposes of this paragraph, the employment relationship is treated as continuing intact while you are on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as you retain a right to reemployment with the Company under an applicable statute or by contract. Notwithstanding the foregoing, where a leave of absence is due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six months, where such impairment causes you to be unable to perform the duties of your position of employment or any substantially similar position of employment, a 29-month period of absence may be substituted for such six-month period.

"Service Period" means the three-year period beginning on the date of your Separation from Service (or, if earlier, your death or Disability) and ending on its third anniversary date.

"Specified Employee" refers to an individual defined in IRC §416(i) without regard to paragraph (5) of that Section, as of the date of the individual's Separation from Service determined as provided in Treasury Regulation §1.409A-1(i).

Appendix II

(a) *Plan Administrative Committee.* The Executive Compensation Committee of the Board of Directors, or its designee, will be the Plan Administrator under this Agreement.

(b) *Definitions.* The following definitions apply for purposes of these Claims Procedures:

(i) "Adverse Benefit Determination" is any of the following: a denial, reduction or termination of, or a failure to provide or make payment (in whole or in part) for a benefit.

(ii) "Claimant" is you or your beneficiary who files a claim under this Agreement.

(c) *Filing Claims.* A Claimant must file a written claim for benefits under the Agreement with the Plan Administrator in accordance with the terms of the applicable Plan and federal law. The written claim will be made on such form(s) as may be prescribed from time to time by the Plan Administrator and will include such information as requested on the claims form.

(d) *Claim Notifications.*

(i) *Time for Providing Notification.* The Plan Administrator will furnish notice of its benefit determinations under the Agreement in accordance with the following provisions. For purposes of determining the time periods specified below, the period of time within which a benefit determination is required to be made will begin at the time the claim is filed in accordance with the Agreement's procedures, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event a period of time to provide notification is extended due to a Claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information. A Claimant may also voluntarily agree to provide the Plan Administrator additional time within which to make a decision on a claim beyond the time limits specified below.

The Plan Administrator will notify the Claimant of its benefit determination within a reasonable period of time, but not later than 90 days after receipt of the claim. This period may be extended one time by the Plan Administrator for up to 90 days if the Plan Administrator determines that the extension is necessary due to special circumstances and notifies the Claimant, prior to the expiration of the initial 90-day period, of the circumstances requiring the extension of time and the date by which the Plan Administrator expects to render a decision. This date will be not later than 180 days after receipt of the claim.

(ii) Manner and Content of Notification of Benefit Determination. The Plan Administrator will provide a Claimant with written or electronic notification of any Adverse Benefit Determination. The notification will include the following:

(A) The specific reason(s) for the Adverse Benefit Determination;

(B) Reference to the specific Agreement provisions on which the determination is based;

(C) A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary; and

(D) A description of the Agreement's review procedures in accordance with the terms of this Agreement and the time limits applicable to such procedures (including the address to which appeals should be mailed), including a statement of the Claimant's right to bring a civil action following an Adverse Benefit Determination on review.

(e) *Appeal of Adverse Benefit Determination.*

(i) Review Procedures. If a Claimant is notified of an Adverse Benefit Determination, the Claimant or his authorized representative may make a written request for review of the determination by submitting such request to the Plan Administrator within 60 days after notification of the Adverse Benefit Determination.

A Claimant's written request for review will be forwarded by the Plan Administrator to the Board of Directors of the Company (other than you and other than the members of the Executive Compensation Committee of the Company) for a full and fair review. No individual will review a claim who reviewed the Claimant's initial claim for benefits, or who is a subordinate of such individual. The Claimant will be provided the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. The Claimant will also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits. The Board of Directors will conduct its review without deference to the initial benefit determination and taking into account all comments, documents, records and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(ii) Timing of Notification of Benefit Determination on Review. The Plan Administrator, or its delegatee, will notify a Claimant of the Plan's benefit determination on review as follows: For purposes of determining the time periods

specified below, the period of time within which a benefit determination on review is required to be made will begin at the time an appeal is filed in accordance with the Agreement's procedures, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing.

The Plan Administrator will notify the Claimant of the Plan's benefit determination on review within a reasonable period of time, but not later than 60 days after receipt by the Plan Administrator of the Claimant's request for review of an Adverse Benefit Determination or within 120 days if special circumstances require more time and the Plan Administrator, or its delegatee, informs the Claimant within the initial 60 day period of the reason for the delay and the date the Claimant can expect to receive notification of benefit determination on review.

(f) *Authorized Representative.* A Claimant is permitted to designate an authorized representative to act on behalf of a Claimant with respect to a benefit claim or appeal of an Adverse Benefit Determination. Designation of an authorized representative must be made in writing on such form as the Plan Administrator will provide from time to time and must be signed by the Claimant. If a Claimant designates an authorized representative to act on his behalf as provided above, the Plan Administrator will direct all information and notifications to which the Claimant is otherwise entitled to the authorized representative with respect to the aspect of the claim for which the representative is designated (for example, initial determination, request for documents, appeal, etc.), unless the Claimant directs otherwise.

(g) *Record Retention.* The Plan Administrator will maintain records and other relevant documents adequate to demonstrate compliance with the Agreement's Claims Procedures and processes and to verify appropriately consistent decision-making with respect to initial benefit determinations and review of Adverse Benefit Determinations.

**THE J. M. SMUCKER COMPANY DEFINED CONTRIBUTION
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

RESTATED EFFECTIVE MAY 1, 2008

**THE J. M. SMUCKER COMPANY DEFINED CONTRIBUTION
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

The J. M. Smucker Company Defined Contribution Supplemental Executive Retirement Plan (the "Plan") effective as of May 1, 2008, is hereby established and will be maintained by The J. M. Smucker Company (the "Company") for the purpose of supplementing the retirement benefits of certain officers and key management employees of The J. M. Smucker Company and its subsidiaries who are selected to participate in the Plan. The Plan has been amended subsequently and is now further amended and restated effective May 1, 2008, to clarify certain provisions of the Plan in order to assure more fully that the Plan is compliant with Code Section 409A.

The Plan is intended to be an unfunded plan maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, and is subject to, and intended to comply with Section 409A of the Code, and regulations thereunder, and other applicable laws.

**ARTICLE I
DEFINITIONS**

Whenever used in the Plan, the following words and phrases shall have the meanings set forth below unless the context plainly requires a different meaning, and when a defined meaning is intended, the term is capitalized in this document.

1.1 "Beneficiary" means the person or persons selected by the Participant on a form provided by the Company to receive the benefits provided under this Plan in the event of the Participant's death.

1.2 "Code" means the Internal Revenue Code of 1986, as amended from time to time, and any lawful regulations or other pronouncements relating thereto.

1.3 "Company" means The J. M. Smucker Company and any of its subsidiaries or affiliated business entities, as determined in accordance with the provisions contained in Section 414 of the Code.

1.4 "Compensation" means total compensation, including base salary, Holiday Bonus and annual bonuses from the Management Incentive Plan, paid during the entire Plan Year without regard to any limits imposed by the Code under ERISA.

1.5 "Committee" means the Executive Committee of the Company.

1.6 "Disabled" or "Disability" means the first to occur of the following conditions, all as determined in accordance with Section 409A:

- (a) The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or
- (b) The Participant is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under any plan covering employees of the Employer, or
- (c) The Participant has been determined to be totally disabled by the Social Security Administration.

1.7 "Effective Date" means May 1, 2008.

1.8 "Eligibility Service" means service completed to determine eligibility from date of hire to date of termination, retirement, disability, or death.

1.9 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.10 "Officer Service" means service completed from the effective date of employment in an officer position to the earlier of the date of termination, retirement, disability, or death, or date that Participant ceases to serve as an officer.

1.11 "Participant" means any employee described in Article II of this Plan.

1.12 "Plan" means The J. M. Smucker Company Defined Contribution Supplemental Executive Retirement Plan, as of its original effective date, and as further amended and restated herein effective January 1, 2009, and including any subsequent amendments thereto.

1.13 "Plan Year" means the Company's fiscal year beginning May 1 and ending April 30.

1.14 "Separation from Service" means a separation from service as defined in Code section 409A, with the Company and all other related employers of the Company (as determined under Code Section 414), which Code Section 409A is incorporated herein by reference, generally including the severance of the Employee's employment relationship for any reason, voluntarily or involuntarily, and with or without cause, including without limitation, quit, discharge, retirement, death, leave of absence or permanent decrease in service to the Company and all such other related employers to a level that is no more than twenty percent (20%) of its prior level. However, for purposes of this paragraph, the employment relationship is treated as continuing intact while the individual is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the individual retains a right to reemployment with the service recipient under an applicable statute or by contract. Notwithstanding the foregoing, where a leave of absence is due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six months, where such impairment causes the employee to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, a 29-month period of absence may be substituted for such six-month period.

1.15 "Specified Employee" refers to an individual defined in Code Section 416(i) without regard to paragraph (5) of that section as of the date of the individual's Separation from Service determined as provided in Treasury Regulation §1.409A-1(i).

1.16 "Trust" means a rabbi trust which may be established by the Company in connection with this Plan to provide the benefits described in the Plan.

1.17 "Trustee" means the corporation or individual selected by the Company to serve as Trustee for the Trust.

ARTICLE II ELIGIBILITY AND PARTICIPATION

2.1 Eligible Participants

An employee who has been hired or promoted to serve as an officer or in an equivalent position and has been designated by the Committee shall become a Participant in the Plan as of the date of designation.

2.2 Designation of Beneficiary

A Participant shall file with the Committee a Beneficiary designation, on a form provided by the Committee, on or before April 30th of the preceding Plan Year for which the designation shall take effect. Such designation shall remain in effect until changed by the Participant.

ARTICLE III SUPPLEMENTAL RETIREMENT ACCOUNT

3.1 Establishment of Accounts

The Company shall establish and maintain an account for each Participant, or designated Beneficiary of the Participant upon the death of the Participant, and shall credit such accounts each Plan Year with a Contribution Credit and Interest Credit, as applicable, in accordance with the provision of this Article III.

3.2 Contribution Credit

"Contribution Credit" means an amount equal to 7% of total Compensation paid in the full Plan Year which shall be credited to a Participant's account for each Plan Year the officer is a Participant, including the Plan Year in which the designation by the Committee occurs. No Contribution shall be based on Compensation paid after a participant ceases to be an officer.

3.3 Interest Credit

"Interest Credit" means the amount which shall be credited each Plan Year to the account maintained for a Participant or Beneficiary by calculating interest at a rate to be determined by the Committee. The interest rate for the Plan Year beginning in 2008 is 6%. This rate will be reviewed and may be increased or decreased on an annual basis by the Committee.

3.4 Prior Service Credit

For each officer who became a Participant as of the Effective Date of the Plan, an amount indicated in Appendix A will be credited to such Participant's account on May 1, 2008, recognizing years of Officer Service prior to the Effective Date of this Plan.

3.5 Crediting Date

Accounts will be credited with Contribution Credits on April 30 of each Plan Year to each Participant who is employed, as an officer as of April 30 of the Plan Year, except that in the year Separation from Service due to retirement, disability, or death, a partial year Contribution Credit will be made to their account reflecting the Compensation through the date of Separation from Service due to retirement, disability, or death.

Interest Credits will be made through the date of first payment.

ARTICLE IV DISTRIBUTIONS

4.1 Vesting and Distribution Events

In order to be vested in amounts credited to a Participant's account under this Plan, the Participant

must have completed 10 years of Eligibility Service (or in the event of a distribution due to death, five (5) years of Eligibility Service).

All vested amounts credited to a Participant's account in accordance with Article III, including interest credited in accordance with Section 3.4 shall be distributed to, or with respect to, a Participant, based on the earliest to occur of such Participant's Separation from Service, death or Total Disability, as set forth below:

- (a) In the event of Separation from Service, such vested amounts shall be distributed or commence to be distributed after the later of attainment of age 55 and six (6) months following Separation from Service;
- (b) In the event of Disability, such vested amounts shall be distributed or commence to be distributed six (6) months following such Disability; or
- (c) In the event of death, such vested amounts shall be distributed or commence to be distributed within ninety (90) days following such death.

For purposes of this Section, if death causes a Separation from Service, death shall be deemed to be the earliest event to occur under the Plan.

4.2 No Benefits Payable upon Certain Events

- (a) If the Participant has completed fewer than 10 years of Eligibility Service as of the date of Separation from Service (or five years in the case of death), the Participant shall receive no benefit under the Plan.
- (b) The right of any Participant or Beneficiary to a benefit will be terminated, or, if payment thereof has begun, all future payments will be discontinued and forfeited, in the event the Participant (i) at any time wrongly discloses any secret process or trade secret of the Company, or (ii) engages, either directly or indirectly, as an officer, trustee, employee, partner, or substantial shareholder, on his own account or in any other capacity, in a business venture within a ten-year period following his retirement or Separation from Service that the Company's board of directors reasonably

determines to be competitive with the Company to a degree materially contrary to the Company's best interest.

- (c) Notwithstanding anything to the contrary contained in the Plan, if a Participant's employment is terminated because the Company determines the Participant (i) engaged in dishonest or fraudulent acts against the Company, (ii) willfully injured property of the Company, (iii) conspired against the Company, or (iv) disclosed confidential information concerning the Company, then no benefit shall be payable to the Participant or Beneficiary under the Plan.

4.3 Forms of Distribution

Any vested benefit payable to or on behalf of a Participant under the Plan pursuant to Section 4.1 shall be payable pursuant to a fixed schedule in accordance with the provisions of Section 409A of the Code. Each Participant must elect the payment schedule from one of the options below within 30 days of becoming designated to participate in the Plan. The possible payment options are as follows:

- (a) One single lump sum payment;
- (b) Equal monthly installments payable over a five year period determined based on the Participant's vested account balance and the interest crediting rate in effect at the later of the date of (i) Separation from Service, Disability, or death, as applicable, or (ii) the date that payments commence;
- (c) Equal monthly installments payable over a ten year period determined based on the Participant's account balance and the interest crediting rate in effect at the later of the date of (i) Separation from Service, Disability, or death, as applicable, or (ii) the date that payments commence;
- (d) Equal monthly installments payable over a fifteen year period determined based on the Participant's account balance and the interest crediting rate in effect at the later of the date of (i) Separation from Service, Disability, or death, as applicable, or (ii) the date that payments commence; or
- (e) Equal monthly installments payable over a twenty year period determined based on the Participant's account balance and the interest crediting rate in effect at the

later of the date of (i) Separation from Service, Disability, or death, as applicable, or (ii) the date that payments commence.

If no election is made by a Participant, the default form of payment shall be the method described in (a) above.

4.4 Subsequent Election of Time or Form of Payment

During the month of April of each Plan Year (or at such other time as may be approved by the Committee but no later than April 30 of each Plan Year), a Participant who is then still an employee of the Company may change, on a form and in a manner approved by the Committee, a form of payment election that he or she made pursuant to Section 4.2 or delay a commencement date that he or she elected pursuant to Section 4.1; provided, however, a Participant may make only one change, that applies to either form of payment or time of payment or both, and no further changes may be made to the form of payment or time of payment of such deferred amounts; and provided, further, that no change of election made under this Section 4.4 shall be effective unless it satisfies the following requirements:

- (a) A change of election will not be effective until at least twelve (12) months after the date on which it is filed by the Participant with the Committee.
- (b) A change of election with respect to a payment commencing on, or made on, a specified date may not be filed with the Committee less than twelve (12) months prior to such date.
- (c) A change of election with respect to a time of payment or a method of payment must provide that the payment subject to the change be deferred for a period of not less than five (5) years from the date such payment would otherwise have been made, except in the event of a payment made on account of the Participant's death or Disability.

The Company may impose such other restrictions and limitations on subsequent changes to an election relating to the time or form of distribution as it determines appropriate.

4.5 Death Following Separation from Service or Disability

If a Participant who has at least five (5) years of Eligibility Service should die after his Separation from Service or Disability and before distribution of the full amount of his benefits under this Plan have been distributed to him (whether before or after payments have commenced), any remaining amounts shall be distributed to the Participant's Beneficiary(ies) by the same method as distributions were being made to the Participant or were scheduled to be made. If the Beneficiary is no longer alive, or if a Participant has not designated a Beneficiary, then such amounts shall be distributed to such Participant's spouse, or if deceased or none, then to the Participant's children per stirpes, or if none, then to the Participant's estate.

4.6 [Reserved]

4.7 Six-Month Delay on Distributions to Specified Employees

Under no circumstances, other than death as set forth above, will a Participant who is a Specified Employee, as of the date of the Participant's Separation from Service, receive a distribution under the Plan earlier than six (6) months following such Participant's Separation from Service.

4.8 No Distributions In Excess of Code Section 162(m)

Notwithstanding the above provisions, no amount may be distributed from the Plan if the Company reasonably anticipates that such amount would not be deductible under Code Section 162(m), as determined by the Board of Directors in its sole discretion, and in accordance with Code Section 409A and the Treasury regulations promulgated thereunder.

4.9 Distribution of Small Amounts

If, at any time following Separation from Service, a Participant's benefit under the Plan is less than \$10,000, the Company may elect to distribute such account balance in a lump sum payment regardless of the Participant's election.

4.10 Distributions of Amounts Deemed Includable in Gross Income

Notwithstanding any provisions of the Plan to the contrary, if, at any time, a court or the Internal Revenue Service determines that an amount of a Participant's benefit under the Plan is includable in the gross income of the Participant and subject to tax, the Board of Directors of the Company may, in its sole discretion, and in accordance with Code Section 409A and the Treasury regulations promulgated thereunder, permit a lump sum distribution of an amount equal to the amount determined to be includable in the Participant's gross income.

4.11 Distributions of Amounts in Violation of Securities Laws

Notwithstanding any provisions of the Plan to the contrary, a payment under the Plan may be delayed if the Company reasonably anticipates that the making of such payment will violate Federal securities laws or other applicable law, in the Company's sole discretion, and in accordance with Code Section 409A and the Treasury regulations promulgated thereunder, provided that the payment is made on the earliest at which the Company reasonably anticipates that the making of the payment will not cause such violation.

ARTICLE V ADMINISTRATION

5.1 Authority to Interpret Plan

The Plan shall be administered by the Company, which shall have the authority to interpret and construe the terms of the Plan as it deems appropriate including the authority to determine eligibility for benefits under the Plan. The Company shall have the duty and responsibility of maintaining records, making the requisite calculations and disbursing the payments hereunder. The Company's interpretations, determinations, regulations and calculations shall be final and binding on all

interested persons and parties. Any benefits payable under this Plan will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them.

5.2 Employment of Advisors

The Company may employ such attorneys, agents, and accountants as it may deem necessary or advisable to assist in carrying out its duties hereunder. The Company by action of its Board of Directors may designate a person or persons other than the Company to carry out any of such powers, authority, or responsibility. Expenses of administration shall be paid by the Company. The Company shall be entitled to rely on all tables, valuations, certifications, opinions, data and reports furnished by any actuary, accountant, controller, counsel or other person employed or engaged by the Company with respect to the Plan. Any act authorized, permitted, or required to be taken under the Plan by the Company and which has not been delegated in accordance with this, may be taken by a majority of the members of its Board of Directors, or a committee delegated to act by the Board of Directors, or notices, advice, directions, certifications, approvals, and instructions required or authorized to be a person authorized to act for the Company in accordance with this Section.

5.3 Annual Statements

The Company shall furnish individual annual statements of accrued benefits to each Participant, or current Beneficiary, in such form as determined by the Company or as required by law.

5.4 Claims Procedures

Whenever the Company decides for whatever reason to deny, whether in whole or in part, a claim for benefits under the Plan filed by any person (herein referred to as the "Claimant"), it shall transmit a written notice of such decision to the Claimant, in most cases no later than 90 days after the Plan receives the claim for benefits, or within 180 days after the Plan receives the claim for benefits if there are special circumstances and if within 90 days the Company provides notice of the reason for the delay and the date a decision can be expected, which notice shall be written in a manner calculated to be understood by the Claimant and shall contain a statement of the specific reasons for the denial of the claim and a statement advising the Claimant that, within 60 days of the date on which he receives such notice, he may obtain review of such decision in accordance with the procedures hereinafter set forth. Within such 60-day period, the Claimant may request that the claim

denial be reviewed by filing with the Committee a written request therefore, which request shall contain the following information:

- (a) The date on which the Claimant's request was filed with the Company; provided, however, that the date on which the Claimant's request for review was in fact filed with the Company shall control in the event that the date of the actual filing is later than the dates stated by the Claimant pursuant to this Subsection (a);
- (b) The specific portions of the denial of his claim which the Claimant requests the Company to review;
- (c) A statement by the Claimant setting forth the basis upon which he believes the Company should reverse the previous denial of his claim for benefits and accept his claim as made; and
- (d) Any written material (offered as exhibits) which the Claimant desires the Company to examine in its consideration of his position as stated pursuant to Subsection (c) of this Section.

Within 60 days of the date determined pursuant to Subsection (a) of this Section, the Committee shall conduct a full and fair review of the initial claim for the benefits and the decisions denying the Claimant's claim for benefits, or within 120 days if special circumstances require more time and if within 60 days the Committee provides notice of reason for the delay, and the date a decision can be expected. Within 60 days (or 120 days if extended as provided herein) of the date of such review, the Committee shall render its written decision on review, written in a manner calculated to be understood by the Claimant, specifying the reasons and Plan provisions upon which its decision was based.

**ARTICLE VI
AMENDMENT OR TERMINATION**

6.1 Company Reserves Right to Amend or Terminate

The Company intends the Plan to be permanent but reserves the right to amend or terminate the Plan at any time, prospectively or retroactively, through an instrument executed by an officer pursuant to authorization or ratification by the Board or by any committee designated by the Board.

6.2 Amendment or Termination

No amendment or termination of the Plan shall directly or indirectly reduce the balance of any account described in Article III as of the later of the effective date of such amendment or termination or the date such amendment or termination is adopted. In the event the Plan is terminated, any amounts credited to Participants' accounts shall remain subject to the other provisions of the Plan regarding distribution, and distribution of such amounts shall not be accelerated except as otherwise provided in an amendment to this Plan, and under the circumstances permitted in accordance with Code §409A. No amounts will be credited to any account under the Plan after termination of the Plan, but interest will continue to be credited to a Participant's account under the Plan until all amounts are distributed to the Participant or to his or her Beneficiary.

**ARTICLE VII
MISCELLANEOUS**

7.1 Trust Authorized

The Company may establish a Trust which may be used to pay benefits arising under this Plan and all costs, charges and expenses relating thereto; except that, to the extent that the funds held in the Trust are insufficient to pay such benefits, costs, charges and expenses, the Company shall pay such benefits, costs, charges and expenses.

7.2 Restriction against Assignment

The benefits payable hereunder or the right to receive future benefits under the Plan may not be anticipated, alienated, sold, transferred, assigned, pledged, encumbered, or subjected to any charge or

legal process; no interest or right to receive a benefit may be taken, either voluntarily or involuntarily, for the satisfaction of the debts of, or other obligations or claims against, such person or entity, including claims for alimony, support, separate maintenance and claims in bankruptcy proceedings.

7.3 Grantor Trust

The Plan at all times shall be considered entirely unfunded both for tax purposes and for purposes of ERISA and no provision shall at any time be made with respect to segregating any assets of the Company for payment of any benefits hereunder. Funds invested hereunder shall continue for all purposes to be part of the general assets of the Company. No Participant, Beneficiary or any other person shall have any interest in any particular assets of the Company by reason of the right to receive a benefit under the Plan and to the extent the Participant, Beneficiary or any other person acquires a right to receive benefits under this Plan, such right shall be no greater than the right of any unsecured general creditor of the Company.

7.4 No Employment Rights

The sole rights of a Participant or Beneficiary under this Plan shall be to have this Plan administered according to its provisions, to receive whatever benefits he or she may be entitled to hereunder, and nothing in this Plan shall be interpreted as a guaranty that any funds in a Trust or assets of the Company will be sufficient to pay any such benefit. Further, the adoption and maintenance of this Plan shall not be construed as creating any contract of employment between the Company and any Participant. The Plan shall not affect the right of the Company to deal with any Participants in employment respects, including their hiring, discharge, compensation, and conditions of employment.

7.5 Discharge of Liability

The Company may from time to time establish rules and procedures which it determines to be necessary for the proper administration of the Plan and the benefits payable to an individual in the event that individual is declared incompetent and a conservator or other person legally charged with such individual's care is appointed. Except as otherwise provided herein, when the Company

determines that such individual is unable to manage his or her financial affairs, the Company may pay such individual's benefits to such conservator, person legally charged with such individual's care, or institution then contributing toward or providing for the care and maintenance of such individual. Any such payment shall constitute a complete discharge of any liability of the Company and the Plan for such individual.

7.6 Location of Participant

Each Participant shall keep the Company informed of his or her current address and the current address of his or her Beneficiary. The Company shall not be obligated to search for any person.

7.7 Limitation of Liability

Notwithstanding any provision herein to the contrary, neither the Company nor any individual acting as an employee or agent of the Company shall be liable to any Participant, former Participant, Beneficiary, or any other person for any claim, loss, liability or expense incurred in connection with the Plan, unless attributable to fraud or willful misconduct on the part of the Company or any such employee or agent of the Company.

7.8 Plan Documents

Each Participant shall receive a copy of the Plan and the Company will make available for inspection by any Participant or designated Beneficiary a copy of the rules and regulations used by the Company in administering the Plan.

7.9 Construction

All questions pertaining to the construction, validity and effect of the Plan shall be determined in accordance with the laws of the United States and to the extent not preempted by such laws, by the laws of the State of Ohio.

7.10 Unsecured General Creditor

Any and all of the Company's assets shall be, and remain, the general unpledged, unrestricted assets of the Company. The Company's obligation under this Plan shall be merely that of an unfunded and unsecured promise of the Company to pay money in the future, and the rights of the Participants and beneficiaries shall be no greater than those of unsecured general creditors. It is the intention of the Company that this Plan be unfunded for purposes of the Code and for purposes of Title I of ERISA.

7.11 Headings Not Part of Plan

Headings and subheadings in this Plan are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof.

7.12 Terms Used in the Plan

Any term used in this Plan which is defined in the Plan shall have the meaning set forth in the Plan for all purposes of this Plan. The singular form of any word shall include the plural and the masculine gender shall include the feminine wherever necessary for the proper interpretation of this Plan.

7.13 Compliance with Code Section 409A

To the extent applicable, it is intended that this Plan and any deferrals of compensation made hereunder comply with the provisions of Code Section 409A. This Plan and any deferrals or compensation made hereunder shall be administrated in a manner consistent with this intent, and any provisions that would cause this Plan or any grant made hereunder to fail to satisfy Code Section 409A shall have no force and effect until amended to comply with Code Section 409A (which amendment may be retroactive to the extent permitted by Code Section 409A and may be made by the Company without the consent of Participants). Any reference in this Plan to Code Section 409A will also include any proposed temporary or final regulations, or any other guidance, promulgated with respect to Code Section 409A by the U.S. Department of the Treasury or the Internal Revenue Service. In no event, however, shall this section or any other provisions of this Plan be construed to require the Company to provide any gross-up for the tax consequences of, or payments under, this Plan and the Company shall have no responsibility for tax or legal consequences to any Participant (or Beneficiary) resulting from the terms or operation of this Plan.

The Company hereby adopts this restatement of the Plan as set forth above.

THE J. M. SMUCKER COMPANY

By: /s/ Mark R. Belgya

Name: Mark R. Belgya

Title: Senior Vice President and Chief Financial Officer

Dated: December 31, 2010

Appendix A — Initial Account Balances

Dennis Armstrong:	\$	37,208
John Denman	\$	74,933
John Mayer	\$	67,507
Kenneth Miller	\$	34,522
Andrew Platt	\$	97,352
Christopher Resweber	\$	69,089
Julia Sabin	\$	42,721
Albert Yeagley	\$	31,175

THE J. M. SMUCKER COMPANY
TOP MANAGEMENT SUPPLEMENTAL
RETIREMENT BENEFIT PLAN
(JANUARY 1, 2009 RESTATEMENT)

**THE J. M. SMUCKER COMPANY
TOP MANAGEMENT SUPPLEMENTAL
RETIREMENT BENEFIT PLAN
(JANUARY 1, 2009 RESTATEMENT)**

The J. M. Smucker Company Top Management Supplemental Retirement Benefit Plan was established effective January 1, 1985, and amended and restated effective May 1, 1994, for the purpose of supplementing the retirement benefits of certain officers and other key management employees of The J. M. Smucker Company and its subsidiaries who are selected to participate in the Plan, and is intended to provide benefits for career employees of an Employer. The Plan was again amended and restated in its entirety, effective May 1, 1999, for individuals who retired, died or entered into pay status on or after August 1, 1998 to reflect the benefit changes made by the May 1, 1999 plan restatement beginning with the calendar month following the date on which the individual retired, died or entered into pay status, and was further amended effective November 1, 2003, as to individuals who retired, died or otherwise terminated employment as of that date. The Plan has been operated in good faith compliance with the provisions of Code §409A and the regulations and other guidance promulgated thereunder. The Company amended and restated the Plan in good faith, effective January 1, 2005, in order to comply with Code §409A and the regulations and other guidance promulgated thereunder, and now again amends and restates the Plan to clarify certain provisions in order to more fully assure that the Plan is compliant with Code §409A.

ARTICLE I
DEFINITIONS

For the purposes hereof, the following words and phrases shall have the meanings indicated:

1.1 The "Plan" means the supplemental retirement benefit plan as set forth herein, together with all amendments thereto, which Plan shall be called "The J. M. Smucker Company Top Management Supplemental Retirement Benefit Plan."

1.2 The "Company" means The J. M. Smucker Company, an Ohio corporation, its corporate successors and assigns, or any corporation or any affiliated or related entity, partnership, proprietorship, limited liability company, with or into which said corporation may be merged, consolidated or reorganized, or to which substantially all of its assets may be sold.

1.3 A "Subsidiary" means any corporation 50% or more of the issued and outstanding stock of which is owned or controlled by the Company, directly or indirectly, or any other related entity, including a partnership, a limited liability company or a sole proprietorship, 50% or more of the interests of which are owned by the Company either directly or indirectly.

1.4 An "Employer" means the Company and any Subsidiary.

1.5 A "Participant" means a key executive of the Company or of a Subsidiary who is selected from time to time by the board of directors to participate in the Plan. A Participant's selection and approval to participate in the Plan shall be evidenced in writing in the form of a contract between the Participant and the Company.

1.6 The "Retirement Plan" means The J. M. Smucker Company Employees' Retirement Plan.

1.7 The "Final Average Monthly Salary" of a Participant means the Participant's "average monthly base compensation" as provided in the Retirement Plan but determined using

the highest aggregate base compensation, management bonuses and Christmas bonuses received by the Participant during any 60 consecutive full calendar months of employment prior to the earlier of his retirement or other termination of employment or the date of any termination of the Retirement Plan. Except as provided below, for purposes of calculating Final Average Monthly Salary, any bonus earned by a Participant during a fiscal year of the Company shall be treated as having been paid to the Participant on the last day of the fiscal year to which such bonus relates, rather than on the later date of actual payment to the Participant. Only five (5) consecutive years' bonuses will be taken into consideration in determining Final Average Monthly Salary. However, any bonus paid to a Participant after his termination of employment will be included in determining Final Average Monthly Salary only if such inclusion serves to increase his Final Average Monthly Salary; if inclusion of such bonus would cause his Final Average Monthly Salary to decrease, then such bonus shall be disregarded and an earlier year's bonus used in selecting the five (5) consecutive years' bonuses to be taken into consideration.

1.8 A Participant's "Normal Retirement Date" means the date on which he attains age 65.

1.9 The "Social Security Offset Amount" of a Participant means his estimated monthly Primary Insurance Amount under the federal Social Security Act as in effect on the day immediately preceding the earlier of his retirement or other termination of employment or any termination of the Plan; moreover, if such event occurs before the Participant attains age 62, his estimated monthly Primary Insurance Amount shall be equal to the amount he would receive at age 62 on the assumption that from and after the date of his retirement or termination the Participant will receive no further compensation which is treated as wages for purposes of the Act. Provided, however, if an Employee previously had incurred a Total Disability and was entitled to receive long-term disability benefits under any plan maintained by an Employer,

computation of his monthly Primary Insurance Amount upon subsequent retirement under the Plan shall be based on the Act in effect on his date of disability retirement. All estimates hereunder shall be made by the Company, upon the advice of an actuary, using standards of uniform and non-discriminatory application.

1.10 A Participant's "Monthly Retirement Benefit" means the amount of monthly benefit to which he is entitled under the terms of this Plan, as determined in accordance with Article II hereof.

1.11 The "Years of Service" of a Participant means the Participant's years of "benefit service" under the Retirement Plan but determined including any periods of employment after his Normal Retirement Date. Years of Service shall include fractional years to the nearest 1/10th year based upon the number of days since the employment anniversary date.

1.12 "Actuarial Equivalent" for purposes of determining the single lump sum equivalent optional form of payment provided in Section 2.6 of the Plan, means equality in value of the aggregate amounts expected to be received under the single life annuity payable at the Participant's date of benefit commencement, and the single lump sum form of payment and shall be determined using the following:

- (a) Mortality Rates shall be based on a 50% male and 50% female unisex blend of the 1994 Group Annuity Reserve table projected to 2002 using Projection Scale AA; and
- (b) The Interest Rate shall be the discount rate selected by the Company for purposes of financial reporting under SFAS No. 87 for the fiscal year ending on the April 30 prior to the first day of the Plan Year in which the distribution occurs.

Actuarial Equivalent for all other purposes under the Plan shall have the same meaning as provided in the Retirement Plan for purposes other than a single lump sum equivalent form of payment.

1.13 "Code" means the Internal Revenue Code of 1986, as amended from time to time, and any lawful regulations or other pronouncements relating thereto.

1.14 The "Committee" means the Executive Committee of the Company.

1.15 "Separation from Service" means a separation from service as defined in Code §409A with the Company and all other related employers of the Company (as determined under Code §414), which Code §409A is incorporated herein by reference, generally including the severance of the Employee's employment relationship for any reason, voluntarily or involuntarily, and with or without cause, including without limitation, quit, discharge, retirement, death, leave of absence (including military leave, sick leave, or other bona fide leave of absence if the period of such leave exceeds the greater of six (6) months, or the period for which the Employee's right to reemployment is provided either by statute or by contract) or permanent decrease in service to the Company and all such other related employers to a level that is no more than twenty percent (20%) of its prior level.

1.16 A "Specified Employee" refers to an individual defined in Code §416(i) without regard to paragraph (5) of that Section as of the date of the individual's Separation from Service determined as provided in Treasury Regulation §1.409A-1(i).

1.17 "Totally Disabled" or "Total Disability" means the first to occur of the following conditions, all as determined in accordance with Code §409A:

- (a) The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months; or
- (b) The Participant is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under any plan covering employees of the Employer; or

(c) The Participant has been determined to be totally disabled by the Social Security Administration.

Wherever used herein, the masculine pronoun shall include the feminine, the singular shall include the plural, and the plural shall include the singular.

ARTICLE II

SUPPLEMENTAL RETIREMENT BENEFITS

2.1 Vesting and Distribution Events; Separation from Service. In order to be vested in his Monthly Retirement Benefit hereunder, a Participant must have ten (10) Years of Service (five (5) Years of Service with respect to death benefits) or be employed by the Employer on his Normal Retirement Date. Distribution of vested benefits with respect to a Participant under the Plan, other than a Grandfathered Benefit, will be payable as set forth herein, based on the earliest to occur of such Participant's Separation from Service, death (to which Article III applies), or Total Disability (to which Section 2.2 applies) or the April 1 following the calendar year in which such Participant attains age 70-1/2, and provided that if death occurs prior to benefit commencement, Article III shall also be applicable. (For this purpose, in the event death or Total Disability causes a Separation from Service, such death or Total Disability, as applicable, shall be deemed to occur earlier than the Separation from Service.)

If Separation from Service is the earliest such event for a Participant, then the vested Monthly Retirement Benefit shall be paid to such eligible Participant in an amount determined pursuant to Section 2.3, commencing as of the first day of the month following the later of his attainment of age 55 or his Separation from Service, except as such payment may be restricted by Section 8.15, and shall be payable monthly thereafter in accordance with the terms of Section

2.4, in the form of an optional form of benefit elected under Section 2.5 (A), (B), (C), (D) or (E), or in a single lump sum payment if elected under Section 2.6, and provided that the Participant's election is made in accordance with Section 2.7.

If the April 1 following the calendar year in which such Participant attains age 70-1/2 is the earliest such event for a Participant, then the vested Monthly Retirement Benefit shall be paid to such eligible Participant in an amount determined pursuant to Section 2.3, commencing as of such April 1, and shall be payable monthly thereafter in accordance with the terms of Section 2.4, in the form of an optional form of benefit elected under Section 2.5 (A), (B), (C), (D) or (E), or in a single lump sum payment if elected under Section 2.6, and provided that the Participant's election is made in accordance with Section 2.7.

2.2 Totally Disabled. A Participant for whom Total Disability is the first distribution event described in Section 2.1 shall be eligible for a Monthly Retirement at his Normal Retirement Date. The Monthly Retirement Benefit shall be paid to such eligible Totally Disabled Participant in an amount determined pursuant to Section 2.3, commencing as of the first day of the month following his Normal Retirement Date, except as such payment may be restricted by Section 8.15, and shall be payable monthly thereafter in accordance with the terms of Section 2.4, in the form of an optional form of benefit elected under Section 2.5 (A), (B), (C), (D) or (E), or in a single lump sum payment if elected under Section 2.6, and provided that the Participant's election is made in accordance with Section 2.7.

2.3 Amount of Monthly Retirement Benefit. A Participant whose Monthly Retirement Benefit commences on or after his Normal Retirement Date shall be eligible for a normal retirement Monthly Retirement Benefit in an amount equal to:

- (a) two and one-half percent of his Final Average Monthly Salary multiplied by his Years of Service, not to exceed 20 years, plus an additional one percent for each Year of Service after 20 years not to exceed an additional 5 years; less

- (b) 100 percent of his Social Security Offset Amount; less
- (c) the amount of his monthly retirement benefit under the Retirement Plan. In calculating the amount of the offset under this paragraph (c), benefits attributable to Participant contributions under the supplemental portion of the Retirement Plan shall be disregarded. However, benefits attributable to Company contributions under the supplemental portion of the Retirement Plan, which are subject to this offset, shall be calculated as those benefits which the Participant would have been eligible to receive, assuming he had contributed to the supplemental portion of the Retirement Plan for all periods for which he was eligible to contribute, regardless of whether such contributions were actually made or not, less amounts determined under Section 2.3(d); less
- (d) the annuitized amount based on a hypothetical account balance as a result of the Company matching contribution added to the J.M. Smucker Company Employee Savings Plan (the "Savings Plan"). The amount to be offset, if applicable, is shown in Addendum II.

A Participant whose Monthly Retirement Benefit commences prior to his Normal Retirement Date shall be eligible for an early retirement Monthly Retirement Benefit in an amount determined in the same manner as provided for a normal retirement Monthly Retirement Benefit, except that the amount determined in Section 2.3(a) above shall be reduced by one-third of one percent for each full month by which commencement of payment of the benefit precedes the month following the date on which the Participant attains age 62.

2.4 Normal Form of Payment.

(A) A Participant who becomes eligible to receive a Monthly Retirement Benefit and who is married at the time payment of his Monthly Retirement Benefit commences shall receive payment of a reduced benefit in the form of a qualified joint and survivor annuity that in the event of the Participant's death would provide a benefit to the Participant's surviving spouse equal to 50 percent of the benefit the Participant was receiving at the time of his death unless a Participant elects to receive such benefit in the form of a single life annuity, or an optional form of payment is elected (as provided in Section 2.7) under Section 2.5 or Section 2.6 of this Plan. To receive a benefit under the

qualified joint and survivor form of payment, a Participant's surviving spouse must be the same spouse to whom the Participant was married at the time payment of his Monthly Retirement Benefit commenced.

The present value of the qualified joint and survivor annuity payable to a Participant hereunder shall be the Actuarial Equivalent of the present value of the single life annuity otherwise payable to him under the Plan.

(B) A Participant who becomes eligible to receive a Monthly Retirement Benefit and who is unmarried at the time payment of his Monthly Retirement Benefit commences shall receive payment of such benefit in the form of a single life annuity unless an optional form of payment is elected (as provided in Section 2.7) under Section 2.5 or Section 2.6 of the Plan. Such Participant shall receive an unreduced Monthly Retirement Benefit payable for his lifetime, the last monthly payment being for the month in which his death occurs.

2.5 Optional Forms of Payment.

A Participant may elect to receive his supplemental retirement benefit under one of the following optional forms of payment or in the form of a single lump sum payment in accordance with Section 2.6, provided that such Participant's election is made at the time and in such form as provided in Section 2.7:

(A) Option A — 100% Joint and Survivor Annuity. The Participant shall receive a reduced Monthly Retirement Benefit payable for his lifetime, the last monthly payment being for the month in which his death occurs. If the Participant's beneficiary survives him, then commencing with the month following the month in which his death occurs, his beneficiary shall receive a continuing monthly benefit equal to such reduced

amount for such beneficiary's lifetime, the last monthly payment being for the month in which the death of the beneficiary occurs.

(B) Option B — 50% Joint and Survivor Annuity. The Participant shall receive a reduced Monthly Retirement Benefit payable for his lifetime, the last monthly payment being for the month in which his death occurs. If the Participant's beneficiary survives him, then commencing with the month following the month in which his death occurs, his beneficiary shall receive a continuing monthly benefit equal to one-half of such reduced amount for such beneficiary's lifetime, the last monthly payment being for the month in which the death of the beneficiary occurs.

(C) Option C — 66 2/3% Joint and Survivor Annuity. The Participant shall receive a reduced Monthly Retirement Benefit payable for his lifetime, the last monthly payment being for the month in which his death occurs. If the Participant's beneficiary survives him, then commencing with the month following the month in which his death occurs, his beneficiary shall receive a continuing monthly benefit equal to two-thirds of such reduced amount for such beneficiary's lifetime, the last monthly payment being for the month in which the death of the beneficiary occurs.

(D) Option D — 75% Joint and Survivor Annuity. The Participant shall receive a reduced Monthly Retirement Benefit payable for his lifetime, the last monthly payment being for the month in which his death occurs. If the Participant's beneficiary survives him, then commencing with the month following the month in which his death occurs, his beneficiary shall receive a continuing monthly benefit equal to three-quarters of such reduced amount for such beneficiary's lifetime, the last monthly payment being for the month in which the death of the beneficiary occurs.

(E) Option E — Ten-Year Certain and Life Annuity. The Participant shall receive a reduced Monthly Retirement Benefit payable for his lifetime, with the continuance after his death to the beneficiary or beneficiaries designated by him of a monthly benefit equal to such reduced amount for the remainder, if any, of the ten-year term commencing with the Participant's beginning payment date. If any monthly benefit payments remain unpaid upon the death of the survivor of the Participant and his beneficiary, the remaining payments shall be made to the estate of such survivor.

A Participant's beneficiary may be any person or persons selected by such Participant with his spouse's consent. The reduced monthly payments to be made to a Participant under one of the optional forms of payment provided in Section 2.5 (A) — (E) shall be in an amount which, on the date of commencement thereof, is the Actuarial Equivalent of the monthly benefit otherwise payable to the Participant under the Plan in lieu of which the option was elected, taking into account the age of the Participant and the age of his beneficiary.

2.6 Single Lump Sum Form of Payment. A Participant may elect, in accordance with the provisions of Section 2.7, to receive his supplemental retirement benefit in the form of a single lump sum payment. The Participant shall receive a payment in a single lump sum in an amount equal to the Actuarial Equivalent, determined in accordance with Section 1.12 of the Plan, of the benefit payable to the Participant at the later of age 55 or the Participant's actual age at his date of benefit commencement.

2.7 Election of Form of Benefit. Elections with respect to Grandfathered Benefits shall be made in accordance with Addendum I. Each Participant shall make an election to receive his (Non-Grandfathered Benefits) supplemental retirement benefit either (1) in the normal form of payment under the Plan as provided in Section 2.4, or one of the optional forms of benefit provided in Section 2.5, or (2) as a single lump sum form of benefit under Section 2.6.

A newly eligible Participant shall make an election within thirty days of first becoming eligible under the Plan. If a Participant does not file an election under this Section 2.7, the payment of any Benefit hereunder shall be made in a single lump sum distribution. Subsequent changes to an election of an alternative form of distribution, or any election to defer the commencement of distribution, shall not be effective unless the election satisfies the following requirements:

- (a) a change of election will not be effective until at least twelve (12) months after the date on which it is filed by the Participant with the Company;
- (b) a change of election with respect to a payment commencing on, or made on, a specified date may not be filed with the Company less than twelve (12) months prior to such date;
- (c) a change of election with respect to a time of payment or a method of payment must provide that the payment subject to the change be deferred for a period of not less than five (5) years from the date such payment would otherwise have been made except in the event of a payment made on account of the Participant's death or Total Disability; and
- (d) if a Participant has made an election to receive his benefit in the normal form of payment provided in Section 2.4 or one of the Actuarially Equivalent optional forms of benefit provided in Section 2.5, then the election between the normal form of benefit and among the optional forms of benefit provided in Section 2.5 may be made at the time of distribution.

The Company may impose such other restrictions and limitations on subsequent changes to an election of an alternative form of distribution or any election to defer the commencement of distribution as it deems appropriate.

ARTICLE III

SURVIVOR BENEFITS

3.1 If a Participant should die prior to the commencement of benefit payments under the Plan, no benefits shall be payable under this Plan except as provided pursuant to this Article III.

3.2 If a Participant who has at least five (5) Years of Service should die prior to the commencement of benefit payments under the Plan, and if the Participant had a surviving spouse as defined in the Retirement Plan, the surviving spouse shall be eligible for payments as if the Participant had effectively elected Option B — 50% Joint and Survivor Annuity described under Section 2.5 and designated his spouse as his beneficiary, commencing as set forth in Section 3.3.

3.3 If a Participant had ten (10) or more Years of Service on his date of death, his survivor benefit under this Article III shall commence on or after the later of the month next following his date of death or the month next following the date on which he would have attained age fifty-five (55). If a Participant had at least five (5) but less than ten (10) Years of Service on his date of death, his survivor benefit under this Article III shall commence on the later of the month next following his date of death or the month next following the date on which he would have attained age sixty-five (65).

ARTICLE IV

SPECIAL CREDITING

4.1 Employees who are Participants under the Plan as of its effective date of January 1, 1985 automatically will be credited with twenty (20) Years of Service or their actual number of Years of Service, whichever is greater, as of the date of their retirement or other Separation from Service.

ARTICLE V

ADMINISTRATION

5.1 The Company shall be responsible for the administration of the Plan. The Company shall have all such powers as may be necessary to carry out the Plan, including the power to determine all questions relating to eligibility for and the amount of any benefit and all questions pertaining to claims for benefits and procedures for claim review; to resolve all other questions arising under the Plan, including any questions of construction; and to take such further action as the Company shall deem advisable in the administration of the Plan. The actions taken and the decisions made by the Company hereunder shall be final and binding upon all interested parties. Claims for benefits and claims review procedures are provided in Appendix A as attached hereto.

ARTICLE VI

FUNDING

6.1 Benefits under the Plan shall be paid out of the general assets of the Employers including any trust or fund created for that purpose.

ARTICLE VII

AMENDMENT AND TERMINATION

7.1 The Company reserves the right to amend or terminate the Plan at any time, prospectively or retroactively, through an instrument executed by an officer pursuant to authorization or ratification by the Board or by any committee designated by the Board. Notwithstanding any such action, the Company shall be obligated to pay to all Participants any benefits under the Plan that are accrued and vested at the date of amendment or termination of the Plan, and in furtherance thereof, the Company shall be obligated to continue making payments in amounts determined to any Participant already in pay status or his beneficiary and to pay benefits to

remaining vested Participants in amounts no less than the benefits to which any such Participant or his beneficiary would be entitled hereunder upon Separation from Service at the time of such amendment or termination regardless of whether the Participant has attained age 55 at the time of such Separation from Service. If a trust is being used to fund assets under the Plan and the Plan is terminated, any excess assets remaining in the trust after the full value of benefits already accrued to Participants under the Plan has been paid to such Participants or their beneficiaries shall revert to the Company. Except with respect to Grandfathered Benefits as defined in Addendum I, in the event the Plan is terminated, any benefits hereunder shall remain subject to the other provisions of the Plan regarding distribution, and distribution of such amounts shall not be accelerated except as otherwise provided in an amendment to this Plan, and under the circumstances permitted in accordance with Code §409A.

ARTICLE VIII

MISCELLANEOUS

8.1 Non-Alienation of Retirement Rights or Benefits. Neither the Participant nor any beneficiary shall encumber or dispose of his right to receive any payments hereunder, which payments or the right thereto are expressly declared to be non-assignable and non-transferable. Any payment which the Company is required to make hereunder may be made, in the discretion of the Company, directly to the Participant or beneficiary or to any other person for the use or benefit of such Participant or beneficiary or that of his dependents, if any, including any person furnishing goods or services to or for the use or benefit of such Participant or beneficiary or that of his dependents, if any. Each such payment may be made without the intervention of a guardian. Any receipt by the payee shall constitute a complete acquittance to the Company with respect thereto, and the Company shall have no responsibility for the proper application thereof.

8.2 No Employment Guaranteed. Nothing herein contained shall be construed as a commitment or agreement on the part of any person employed by the Company or any Subsidiary to continue his employment with the Company or any Subsidiary, and nothing herein contained shall be construed as a commitment on the part of the Company or any Subsidiary to continue the employment or the annual salary rate of any such person for any period, and all Participants shall remain subject to discharge to the same extent as if the Plan was never put into effect.

8.3 Interest of Participant. The obligation of the Company under the Plan to provide the Participant with benefits hereunder merely constitutes the unsecured promise of the Company to make payments as provided herein, and the Participant shall have no interest in, and no lien or prior claim upon, any property of the Company or of any Subsidiary.

8.4 Claims of Other Persons. The provisions of the Plan shall in no event be construed as giving any person, firm or corporation, any legal or equitable rights as against the Company, its officers, employees, or directors, except any such rights as are specifically provided for in the Plan or are hereafter created in accordance with the terms of the Plan.

8.5 No Competition. The right of any Participant, surviving spouse, or other beneficiary to a supplemental retirement benefit under the Plan will be terminated, or, if payment thereof has begun, all further payments will be discontinued and forfeited, in the event the Participant (i) at any time wrongfully discloses any secret process or trade secret of the Company or any of its Subsidiaries, or (ii) engages, either directly or indirectly, as an officer, trustee, employee, consultant, partner, or substantial shareholder, on his own account or in any other capacity, in a business venture within the ten-year period following his retirement or termination of employment that the Company's board of directors reasonably determines to be competitive with the Company to a degree materially contrary to the Company's best interest.

8.6 Severability. The invalidity or unenforceability of any particular provision of the Plan shall not affect any other provision hereof, and the Plan shall be construed in all respects as if such invalid or unenforceable provision were omitted herefrom.

8.7 Governing Law. The Plan shall be governed by and construed in accordance with the laws of the United States, and to the extent not preempted by such laws, the laws of the State of Ohio.

8.8 Successors and Assigns. The Plan and the obligations created hereunder shall be binding upon the Company and its successors and assigns.

8.9 Dishonest Conduct of a Participant. Notwithstanding anything to the contrary contained in the Plan, if a Participant's employment with an Employer is terminated because the Company determines the Participant (i) engaged in dishonest or fraudulent acts against an Employer, (ii) willfully injured property of an Employer, (iii) conspired against an Employer, or (iv) disclosed confidential information concerning an Employer, then no supplemental retirement benefit shall be payable to the Participant or his surviving spouse under the Plan.

8.10 Employment Agreements. The terms of this Plan shall be superseded by the terms of any Employment Agreement or other Agreement between a Participant and an Employer. In the event of any conflict between the provisions of this Plan and any such Agreement, the Agreement shall control.

8.11 Distribution of Small Amounts. Notwithstanding any provision of the Plan to the contrary, if, at any time following Separation from Service, the Actuarial Equivalent value of a Participant's Monthly Retirement Benefit is less than \$10,000, the Company may elect to distribute such Monthly Retirement Benefit in a single lump sum payment regardless of the Participant's election.

8.12 Distributions of Amounts in Excess of Code § 162(m). Notwithstanding any provision of the Plan to the contrary, no amount may be distributed from the Plan if the Company reasonably anticipates that such amount would not be deductible under Code §162(m), as determined by the Board of Directors in its sole discretion, and in accordance with Code §409A and the Treasury regulations promulgated thereunder.

8.13 Distributions of Amounts Deemed Includable in Gross Income. Notwithstanding any provisions of the Plan to the contrary, if, at any time, a court or the Internal Revenue Service determines that an amount of a Participant's benefit hereunder is includable in the gross income of the Participant and subject to tax, the Board of Directors of the Company may, in its sole discretion, and in accordance with Code § 409A and the Treasury regulations promulgated thereunder, permit a lump sum distribution of an amount equal to the amount determined to be includable in the Participant's gross income.

8.14 Distributions of Amounts in Violation of Securities Laws. Notwithstanding any provisions of the Plan to the contrary, a payment under the Plan may be delayed if the Company reasonably anticipates that the making of such payment will violate Federal securities laws or other applicable law, in the Company's sole discretion, and in accordance with Code §409A and the Treasury regulations promulgated thereunder, provided that the payment is made on the earliest at which the Company reasonably anticipates that the making of the payment will not cause such violation.

8.15 Six-Month Delay of Distributions to Specified Employees. Under no circumstances, other than death, will a Participant who is a Specified Employee, as of the date of the Participant's Separation from Service, receive a distribution under the Plan earlier than six (6) months following such Participant's Separation from Service; provided that this provision shall not apply to only distribution of a Grandfathered Benefit.

8.16 Compliance with Code §409A. To the extent applicable, it is intended that this Plan and any accrual of compensation made hereunder comply with the provisions of Code §409A. This Plan and any accrual of compensation made hereunder shall be administered in a manner consistent with this intent, and any provisions that would cause this Plan or any grant made hereunder to fail to satisfy Code §409A shall have no force and effect until amended to comply with Code §409A (which amendment may be retroactive to the extent permitted by Code §409A and may be made by the Company without the consent of Participants). Any reference in this Plan to Code §409A will also include any proposed temporary or final regulations, or any other guidance, promulgated with respect to Code §409A by the U.S. Department of the Treasury or the Internal Revenue Service. In no event, however, shall this section or any other provisions of this Plan be construed to require the Company to provide any gross-up for the tax consequences of, or payments under, this Plan and the Company shall have no responsibility for tax or legal consequences to any Participant (or Beneficiary) resulting from the terms or operation of this Plan.

The Company hereby adopts this Amendment and Restatement of the Plan effective as of January 1, 2009.

THE J. M. SMUCKER COMPANY

/s/ Mark R. Belgya

Name: Mark R. Belgya

Title: Senior Vice President and Chief Financial Officer

DATED: December 31, 2010

APPENDIX A
CLAIMS PROCEDURE

Section 1.1 Claims Reviewer. For purposes of handling claims with respect to this Plan, the "Claims Reviewer" shall be the benefits committee, unless another person or organizational unit is designated by the Company as Claims Reviewer.

Section 1.2 Claims for Benefits. An initial claim for benefits under the Plan must be made by the Participant or his or her beneficiary in accordance with the terms of the Plan through which the benefits are provided. Not later than 90 days after receipt of such a claim, the Claims Reviewer will render a written decision on the claim to the claimant, unless special circumstances require the extension of such 90-day period. If such extension is necessary, the Claims Reviewer shall provide the Participant or the Participant's beneficiary with written notification of such extension before the expiration of the initial 90-day period. Such notice shall specify the reason or reasons for such extension and the date by which a final decision can be expected. In no event shall such extension exceed a period of 90 days from the end of the initial 90-day period.

In the event the Claims Reviewer denies the claim of a Participant or the beneficiary in whole or in part, the Claims Reviewer's written notification shall specify, in a manner calculated to be understood by the claimant, the reason for the denial; a reference to the Plan or other document or form that is the basis for the denial; a description of any additional material or information necessary for the claimant to perfect the claim; an explanation as to why such information or material is necessary; and an explanation of the applicable claims procedure.

Should the claim be denied in whole or in part and should the claimant be dissatisfied with the Claims Reviewer's disposition of the claimant's claim, the claimant may have a full and fair review of the claim by the Company (but not the same person who reviewed the initial

claim, or subordinate of such person) upon written request therefore submitted by the claimant or the claimant's duly authorized representative and received by the Company within 60 days after the claimant receives written notification that the claimant's claim has been denied. In connection with such review, the claimant or the claimant's duly authorized representative shall be entitled to review pertinent documents and submit the claimant's views as to the issues, in writing. The Company shall act to deny or accept the claim within 60 days after receipt of the claimant's written request for review unless special circumstances require the extension of such 60-day period. If such extension is necessary, the Company shall provide the claimant with written notification of such extension before the expiration of such initial 60-day period. In all events, the Company shall act to deny or accept the claim within 120 days of the receipt of the claimant's written request for review. The action of the Company shall be in the form of a written notice to the claimant and its contents shall include all of the requirements for action on the original claim.

In no event may a claimant commence legal action for benefits the claimant believes are due to the claimant until the claimant has exhausted all of the remedies and procedures afforded the claimant by this Appendix A.

ADDENDUM I
PROVISIONS WITH RESPECT TO
GRANDFATHERED BENEFITS

ARTICLE I

DEFINITION

1.1 Grandfathered Benefits Defined. "Grandfathered Benefits" or "Grandfathered Portion" of a Benefit means amounts of Compensation deferred by a Participant before January 1, 2005 under the Plan to which the Participant had a legally binding right to be paid, and that right was earned and vested prior to January 1, 2005. Grandfathered Benefits shall be subject to the rules and provisions of the Plan in effect on December 31, 2004, as provided in this Addendum I. The amount of a Participant's Grandfather Benefit shall be determined in accordance with the provisions of Code §409A and Treasury regulation §1.409A-6 and any additional guidance that may be issued by the Department of Treasury or the Internal Revenue Service and the provisions of the Plan and this Addendum I. Section references in this Addendum I are references to sections of this Addendum I unless otherwise specified.

ARTICLE II

GRANDFATHERED RETIREMENT BENEFITS

2.1 Grandfathered Benefits Upon Normal Retirement. A Participant who retires from employment with his Employer on or after his Normal Retirement Date, or who has left active employment prior to his Normal Retirement Date under conditions of eligibility for a long-term disability benefit under any plan maintained by an Employer and is receiving long-term disability benefits on his Normal Retirement Date, shall be eligible for a normal retirement Monthly Retirement Benefit as determined under Section 2.3 of the Plan.

A Grandfathered Benefit consisting of a normal retirement Monthly Retirement Benefit shall be paid to an eligible Participant commencing as of the first day of the month following the month in which he retires, and shall be payable monthly thereafter in accordance with the terms of Section 2.4, in the form of an optional form of benefit elected under Section 2.5 (A), (B), (C), (D) or (E), or in a single lump sum payment elected under Section 2.6, provided that the Participant's election is made in accordance with Section 2.7 of this Addendum I.

Notwithstanding the foregoing, a Participant who is still employed by an Employer on the April 1 following the calendar year in which he attains age 70-1/2 shall commence receiving the Grandfathered Portion of his Monthly Retirement Benefit provided under this Section 2.1 as of April 1 following the calendar year in which he attains age 70-1/2.

2.2 Grandfathered Benefits Upon Early Retirement. A Participant who retires from employment with his Employer at or after age 55, but prior to his Normal Retirement Date, who has at least ten (10) Years of Service, and who is not eligible for a short or long term disability benefit under any plan maintained by an Employer, shall be eligible for an early retirement Monthly Retirement Benefit as determined under Section 2.3 of the Plan.

A Grandfathered Benefit consisting of an early retirement Monthly Retirement Benefit shall be paid to an eligible Participant commencing as of the first day of the month following the month in which he retires and shall be payable monthly thereafter in accordance with the terms of Section 2.4, an optional form of benefit elected under Section 2.5 (A), (B), (C), (D) or (E), or in a single lump sum payment elected under Section 2.6, provided that the Participant's election is made in accordance with Section 2.7 of this Addendum I.

2.3 Grandfathered Benefits Upon Termination of Employment. The Plan is intended to provide benefits for career employees of an Employer. Therefore, a Participant who terminates his employment with his Employer for any reason other than death and who is not

eligible for any retirement benefit under the Plan or a short or long term disability benefit under any plan maintained by an Employer, shall not be eligible for any Monthly Retirement Benefit under the Plan, except that such a Participant, who has at least ten (10) Years of Service, is eligible for a deferred Monthly Retirement Benefit in an amount determined after his termination of employment in the same manner as provided for an early retirement Monthly Retirement Benefit and as determined under Section 2.3 of the Plan.

A Grandfathered Benefit consisting of a deferred Monthly Retirement Benefit shall be paid to an eligible Participant commencing as of the first day of the month following the month in which he attains age 55 and shall be payable monthly thereafter in accordance with the terms of Section 2.4, an optional form of benefit elected under Section 2.5 (A), (B), (C), (D) or (E), or in a single lump sum payment elected under Section 2.6, provided that the Participant's election is made in accordance with Section 2.7 of this Addendum I.

2.4 Normal Form of Payment of Grandfathered Benefits. A Participant who becomes eligible to receive a Grandfathered Monthly Retirement Benefit and who is married at the time payment of his Monthly Retirement Benefit commences shall receive payment of his Grandfathered Benefit in accordance with the provisions of Section 2.4 of the Plan, provided that a Participant's election of forms of optional distribution or of a lump sum distribution as to Grandfathered Benefits shall be made in accordance with the provisions of the Plan in effect on December 31, 2004 and this Addendum I.

2.5 Optional Forms of Payment with Respect to a Grandfathered Benefit. A Participant may elect to receive his Grandfathered Benefit under one of the following optional forms of payment or in the form of a single lump sum payment in accordance with Section 2.6, provided that such Participant's election is made at the time and in such form as provided in Section 2.7:

(A) Option A — 100% Joint and Survivor Annuity. The retired Participant shall receive a reduced Monthly Retirement Benefit payable for his lifetime, the last monthly payment being for the month in which his death occurs. If the Participant's beneficiary survives him, then commencing with the month following the month in which his death occurs, his beneficiary shall receive a continuing monthly benefit equal to such reduced amount for such beneficiary's lifetime, the last monthly payment being for the month in which the death of the beneficiary occurs.

(B) Option B — 50% Joint and Survivor Annuity. The retired Participant shall receive a reduced Monthly Retirement Benefit payable for his lifetime, the last monthly payment being for the month in which his death occurs. If the Participant's beneficiary survives him, then commencing with the month following the month in which his death occurs, his beneficiary shall receive a continuing monthly benefit equal to one-half of such reduced amount for such beneficiary's lifetime, the last monthly payment being for the month in which the death of the beneficiary occurs.

(C) Option C — 66 2/3% Joint and Survivor Annuity. The retired Participant shall receive a reduced Monthly Retirement Benefit payable for his lifetime, the last monthly payment being for the month in which his death occurs. If the Participant's beneficiary survives him, then commencing with the month following the month in which his death occurs, his beneficiary shall receive a continuing monthly benefit equal to two-thirds of such reduced amount for such beneficiary's lifetime, the last monthly payment being for the month in which the death of the beneficiary occurs.

(D) Option D — 75% Joint and Survivor Annuity. The retired Participant shall receive a reduced Monthly Retirement Benefit payable for his lifetime, the last monthly payment being for the month in which his death occurs. If the Participant's

beneficiary survives him, then commencing with the month following the month in which his death occurs, his beneficiary shall receive a continuing monthly benefit equal to three-quarters of such reduced amount for such beneficiary's lifetime, the last monthly payment being for the month in which the death of the beneficiary occurs.

(E) Option E — Ten-Year Certain and Life Annuity. The retired Participant shall receive a reduced Monthly Retirement Benefit payable for his lifetime, with the continuance after his death to the beneficiary or beneficiaries designated by him of a monthly benefit equal to such reduced amount for the remainder, if any, of the ten-year term commencing with the retired Participant's beginning payment date. If any monthly benefit payments remain unpaid upon the death of the survivor of the Participant and his beneficiary, the remaining payments shall be made to the estate of such survivor.

A Participant's beneficiary may be any person or persons selected by such Participant with his spouse's consent. The reduced monthly payments to be made to a retired Participant under one of the optional form of payment provided in Section 2.5 (A) — (E) shall be in an amount which, on the date of commencement thereof, is the Actuarial Equivalent of the monthly benefit otherwise payable to the Participant under the Plan in lieu of which the option was elected, taking into account the age of the Participant and the age of his beneficiary.

2.6 Single Lump Sum Form of Payment of Grandfathered Benefit. A Participant may elect, in accordance with the provisions of Section 2.7, to receive his Grandfathered Benefit in the form of a single lump sum payment. The retired Participant shall receive a payment in a single lump sum in an amount equal to the Actuarial Equivalent, determined in accordance with Section 1.12 of the Plan payable to the Participant at the later of age 55 or the Participant's actual age at his date of employment termination or retirement.

2.7 Election of Form of Grandfathered Benefit.

(a) Each Participant shall make an election to receive his Grandfathered Benefit either (1) in the normal form of payment under the Plan as provided in Section 2.4, of the Plan or one of the optional forms of benefit provided in Section 2.5, or (2) as a single lump sum form of benefit under Section 2.6. Each Participant may, but shall not be required to change his distribution election prior to the beginning of each Plan Year, provided that a Participant's election to receive a single lump sum form of benefit pursuant to Section 2.6, or to change his or her prior election from an election to receive a single lump sum form of benefit to an election to receive an annuity form of benefit shall not be valid unless the election is made at least one (1) year prior to such Participant's earliest date of distribution of benefits under the Plan. If a Participant does not file an election under this Section 2.7, the payment of any Grandfathered Benefit hereunder shall be made in a single lump sum distribution.

(b) If a Participant has made an election to receive his benefit in the normal form of payment provided in Section 2.4 or one of the Actuarially Equivalent optional forms of benefit provided in Section 2.5, then the election between the normal form of benefit and among the optional forms of benefit provided in Section 2.5 may be made at the time of distribution.

ARTICLE III

SURVIVOR BENEFITS WITH RESPECT TO GRANDFATHERED BENEFITS

Grandfathered Survivor Benefits shall be determined and distributed in accordance with Article III of the Plan, except that "retirement or termination of employment" shall be substituted for "Separation from Service" in Article III.

ADDENDUM II

In January 1, 2008 the Company froze benefit accruals under the Retirement Plan for participants age 40 and under, and amended the Savings Plan to provide an enhanced Company matching contribution.

The table below represents the amount to be offset as provided in Section 2.3 (d) of the Plan for Mark Smucker and Paul Wagstaff. The offset represents the annuitized benefit provided by the enhanced Company match contribution established January 1, 2008.

The table is based on a hypothetical balance created by a 3% Company match paid starting January 1, 2008 and made each year until the executive reaches the retirement ages listed below. This amount assumes yearly increases in CPI of 3.0% and investment earnings of 7.5%. The balance is annuitized using the RP2000 Mortality Table to reflect benefits accruing under the enhanced matching contribution provided under the Savings Plan without any adjustment projected to 2020 using Scale AA and a 7.5% discount rate.

The assumptions used to determine the hypothetical balances and annuitized benefits are intended to be long term assumptions. The Company may review these assumptions and modify them in the future if appropriate. New annuitized benefit amounts will be determined based on any revised assumptions, replacing the amounts below.

Annuitized Value of Additional 3% Savings Plan Match			
Age	Annuitized Benefit	Age	Annuitized Benefit
55	\$23,491.42	60	\$42,614.89
56	\$26,564.16	61	\$47,806.26
57	\$29,970.19	62	\$53,580.59
58	\$33,750.02	63	\$60,010.02
59	\$37,947.97	64	\$67,166.35
		65	\$75,149.53

THE J. M. SMUCKER COMPANY
VOLUNTARY DEFERRED COMPENSATION PLAN
(Amended and Restated Effective January 1, 2009)

The J. M. Smucker Company Deferred Compensation Plan (hereinafter referred to as the "Plan"), established effective as of May 1, 2003, by The J. M. Smucker Company, (hereinafter referred to as the "Company") and will be maintained by the Company for the purpose of providing benefits for certain employees as provided herein. The Plan was amended and restated in good faith, effective January 1, 2005, in order to comply with Code §409A and the regulations and other guidance promulgated thereunder, and is now further amended to clarify certain provisions of the Plan in order to assure more fully that the Plan is compliant with Code §409A.

ARTICLE I
ELIGIBILITY AND PARTICIPATION

Section 1.1 Participants. The Company's Board of Directors has identified certain members of management who are highly compensated employees eligible to participate in the Plan and has provided such individuals with written notice of eligibility (each a "Participant").

Section 1.2 Elections to Defer. The individuals described in Section 1.1 shall be eligible to participate in the Plan and may do so by filing a written election with the Company in such form as approved by the Company. In the first year in which a Participant becomes eligible to participate in the Plan, in order to participate in the Plan, the newly eligible Participant must

make an election to defer compensation for services to be performed for the Company within 30 days after he or she becomes eligible. Subsequent elections to defer payment of compensation that would otherwise be paid as annual base salary must be made before the beginning of the calendar year for which the compensation is earned. Subsequent elections to defer payment of compensation that would otherwise be paid as an annual bonus award must be made before the beginning of the fiscal year (May 1) for which the bonus compensation is earned.

Section 1.3 Participant Accounts. For each Participant, the Company shall establish and maintain a separate deferred compensation account (the "Voluntary Deferral Account"). The amount of each Participant's compensation which is deferred pursuant to the deferral election form shall be credited to the Voluntary Deferral Account as of the date such compensation otherwise would be payable. Participants shall always be 100% percent vested in the balance in their Voluntary Deferral Account and any earnings and losses on such amounts. In addition, for each Participant who has a Grandfathered Benefit, as defined in this Section 1.3, the Company shall determine the portion of the Participant's Voluntary Deferral Account that is a Grandfathered Benefit (as defined in this Section 1.3) (the "Grandfathered Portion") which shall consist of all amounts to which a Participant has a legally binding right to be paid and to which the right to be paid was earned and vested prior to January 1, 2005, and any earnings or losses on such amounts (the "Grandfathered Benefit"). Determination of the Grandfathered Benefit shall be made in accordance with the provisions of Code § 409A and Treasury Regulation §1.409A-6(a)(3)(ii) and (iv). No amount shall actually be set aside for payment under the Plan, and the Voluntary Deferral Account shall be maintained for record keeping purposes only. Any Participant to whom an amount is credited under the Plan shall be deemed a

general, unsecured creditor of the Company.

Section 1.4 Elections to Defer Compensation. Any Participant may defer all or any portion (up to the limits specified in Section 2.1 of this Plan) of his or her compensation otherwise earned by him or her for the calendar year or fiscal year, as applicable, beginning after the date of such election. Any amounts deferred shall be paid to the Participant only as provided in this Plan. Any Participant may change the amount of, or suspend, future deferrals with respect to compensation otherwise payable to him or her for calendar or fiscal years, as applicable, beginning after the date of change or suspension. The election to defer shall be irrevocable as to the deferred compensation for the period for which the election is made.

ARTICLE II

DEFERRED COMPENSATION

Section 2.1 Deferred Compensation. Each Participant will have the right to defer up to fifty percent (50%) of his/her respective annual base salary and up to one hundred percent (100%) of his/her respective annual bonus award, and such amounts will be deemed contributed to the Participant's Voluntary Deferral Account. Annually, the Company will provide to each Participant an election to defer form, either as a paper form or electronically, which must be completed before: (i) December 31, in order to be effective for the subsequent calendar year's compensation that would otherwise have been paid as annual base salary, and (ii) April 30, in order to be effective for the subsequent fiscal year's compensation that would otherwise have been paid as an annual bonus award.

Section 2.2 Deemed Investment Earnings. All amounts credited under the terms of the Plan to the Voluntary Deferral Account maintained in the name of a Participant by the Company shall be credited with earnings or losses based upon the Participant's deemed investments made pursuant to an investment election form provided by the Company either as a paper form or electronically. The investment vehicles available pursuant to this Plan are listed in Exhibit A attached to the Plan. Such earnings or losses shall continue to be credited to the Participant's balance in the Voluntary Deferral Account until the entire amount credited to the account has been distributed to the Participant or to the Participant's beneficiary in accordance with a beneficiary designation form delivered to the Company. The Company retains the right to change the available investment vehicles at its sole discretion. Participants will have the right to change deemed investment vehicles in accordance with administrative procedures adopted by the Company by completing new investment elections in the paper or electronic form provided by the Company.

ARTICLE III

DISTRIBUTION

Section 3.1 Distribution of Grandfathered Benefit. Notwithstanding any provisions of the Plan to the contrary, distribution of a Grandfathered Benefit shall be determined in accordance with the provisions of the Plan in effect on December 31, 2004, and as provided on Addendum I to the Plan.

Section 3.2 Distribution of Nongrandfathered Benefit. Distribution of amounts deferred with respect to a Participant under the Plan, other than a Grandfathered Benefit, will be payable as set forth below or in Section 3.3, as applicable, based on the earliest to occur of such Participant's Separation from Service, death (to which Section 3.3(a) applies) or Total Disability (to which Section 3.3(b) applies). In the event death causes a Separation from Service, death shall be deemed to be the earliest event to occur under the Plan.

If Separation from Service is the earliest such event for a Participant (and such Separation from Service does not occur within the two years following a Change in Control, in which case Section 3.3(c) applies) then payment shall be made or commence on the first anniversary of the date on which such Participant has a Separation from Service. Such distributions will be made in ten annual installments on the first through the tenth anniversaries of the date the Participant has such a Separation from Service, and shall reflect any gains or losses in the Participant's Voluntary Deferral Account in such manner as the Company shall determine. In the alternative, the Participant may select one of the distribution alternatives set forth below:

(a) a lump sum payment made within 60 days of such Separation from Service; or

(b) substantially equal annual installments for not less than two (2) and not greater than ten (10) years. Distribution shall commence on the first anniversary of the date on which the Participant has such Separation from Service, with subsequent installments made on each anniversary date following the date of the first installment. The final installment will be the balance of the Participant's Voluntary Deferral Account.

Selection of an alternative form of distribution must be made prior to the calendar year or fiscal year, as applicable, in which the compensation would be otherwise paid, as provided in Section 1.2 of the Plan. Subsequent changes to an election of an alternative form of distribution or any

election to defer the commencement of distribution, with respect to amounts deferred in any calendar year or fiscal year, as applicable, shall not be effective unless the election satisfies the following requirements:

- (1) A change of election will not be effective until at least twelve (12) months after the date on which it is filed by the Participant with the Company.
- (2) A change of election with respect to a payment commencing on, or made on, a specified date may not be filed with the Company less than twelve (12) months prior to such date.
- (3) A change of election with respect to a time of payment or a method of payment must provide that the payment subject to the change be deferred for a period of not less than five (5) years from the date such payment would otherwise have been made except in the event of a payment made on account of the Participant's death or Total Disability.

The Company may impose such other restrictions and limitations on subsequent changes to an election relating to the time or form of distribution as it determines appropriate.

Section 3.3 Distribution of Nongrandfathered Benefit in Event of Death, Total Disability or Separation after a Change in Control. To the extent applicable pursuant to Section 3.2:

(a) Within 30 days following the date on which a Participant dies, the Company will distribute to the Participant's primary beneficiary in a single lump sum the amount credited to the Participant's Voluntary Deferral Account. If the primary beneficiary is no longer alive, then such amounts shall be distributed to the Participant's secondary beneficiary. If a Participant has not designated a beneficiary, or if no designated beneficiary is living on the date of distribution, then such amounts shall be distributed to such Participant's spouse, or if deceased, or none, then to the Participant's children, per stirpes, or if none, then to the Participant's estate.

(b) Within 30 days following the date on which a Participant incurs a Total Disability,

the Company will distribute to the Participant in a single lump sum the amount credited to his Voluntary Deferral Account.

(c) If a Participant incurs a Separation from Service for any reason (whether by reason of his voluntary or involuntary termination of employment) within the two years following a Change in Control, the Company will distribute to the Participant in a single lump sum within 30 days following the date of such Separation from Service the amount credited to the Participant's Voluntary Deferral Account.

Section 3.4 Distribution of Nongrandfathered Benefit upon Death following Separation from Service. If a Participant should die after Separation from Service and before distribution of the full amount of the Voluntary Deferral Account has been made to the Participant (whether before or after payments have commenced), any remaining amounts shall be distributed to the Participant's primary beneficiary by the same method as distributions were being made to the Participant or were scheduled to be made. If the primary beneficiary is no longer alive, then such amounts shall be distributed to the Participant's secondary beneficiary. If a Participant has not designated a beneficiary, or if no designated beneficiary is living on the date of distribution, then, such amounts shall be distributed to such Participant's spouse, or if deceased or none, then to the Participant's children per stirpes, or if none, then to the Participant's estate.

Section 3.5 Distribution of Small Amounts. If, at any time following Separation from Service, the value of a Participant's Voluntary Deferral Account is less than \$10,000, the Company may elect to distribute such account balance in a lump sum payment regardless of the Participant's election.

Section 3.6 Distributions of Amounts in Excess of Code § 162(m). Notwithstanding

the above provisions, no amount may be distributed from the Plan if the Company reasonably anticipates that such amount would not be deductible under Code §162(m), as determined by the Board of Directors in its sole discretion, and in accordance with Code §409A and the Treasury regulations promulgated thereunder.

Section 3.7 Distributions of Amounts Deemed Includable in Gross Income. Notwithstanding any provisions of the Plan to the contrary, if, at any time, a court or the Internal Revenue Service determines that an amount in a Participant's Voluntary Deferral Account is includable in the gross income of the Participant and subject to tax, the Board of Directors of the Company may, in its sole discretion, and in accordance with Code § 409A and the Treasury regulations promulgated thereunder, permit a lump sum distribution of an amount equal to the amount determined to be includable in the Participant's gross income.

Section 3.8 Distributions of Amounts in Violation of Securities Laws. Notwithstanding any provisions of the Plan to the contrary, a payment under the Plan may be delayed if the Company reasonably anticipates that the making of such payment will violate Federal securities laws or other applicable law, in the Company's sole discretion, and in accordance with Code §409A and the Treasury regulations promulgated thereunder, provided that the payment is made on the earliest at which the Company reasonably anticipates that the making of the payment will not cause such violation.

Section 3.9 Six-Month Delay of Distributions to Specified Employees. Under no circumstances, other than death as set forth above, will a Participant who is a Specified Employee, as of the date of the Participant's Separation from Service, receive a distribution under the Plan earlier than six (6) months following such Participant's Separation from Service.

ARTICLE IV

AMENDMENT AND TERMINATION OF PLAN

The Company reserves the right to amend or terminate the Plan at any time, prospectively or retroactively, through an instrument executed by an officer pursuant to authorization or ratification by the Board or by any committee designated by the Board. Any termination shall be in writing and shall be effective when made. In the event the Company elects to terminate the Plan, any amounts credited to the Voluntary Deferral Account of any Participant shall remain subject to the provisions of the Plan (including Article III and Addendum I, as applicable) and distribution will not be accelerated because of the termination of the Plan, except as otherwise provided in an amendment to this Plan, and under the circumstances permitted in accordance with Code §409A. Notification to Participants of any amendment or termination shall be in writing and delivered by first class mail, addressed to each Participant at the Participant's last known address, or by such other method as the Company may determine. No amendment or termination shall directly or indirectly reduce the balance of any Voluntary Deferral Account described in this Plan as of the later of the date of such amendment or termination, or the effective date of such amendment or termination. No additional credits or contributions will be made to the Voluntary Deferral Accounts of the Participants under the Plan after termination of the Plan, but Voluntary Deferral Accounts of the Participants under the Plan will continue to fluctuate with investment gains and losses until all benefits are distributed to the participants or to their beneficiaries.

ARTICLE V

CLAIMS PROCEDURE

Section 5.1 Claims Reviewer. For purposes of handling claims with respect to this Plan, the "Claims Reviewer" shall be the benefits committee, unless another person or organizational unit is designated by the Company as Claims Reviewer.

Section 5.2 Claims for Benefits. An initial claim for benefits under the Plan must be made by the Participant or his or her beneficiary in accordance with the terms of the Plan through which the benefits are provided. Not later than 90 days after receipt of such a claim, the Claims Reviewer will render a written decision on the claim to the claimant, unless special circumstances require the extension of such 90-day period. If such extension is necessary, the Claims Reviewer shall provide the Participant or the Participant's beneficiary with written notification of such extension before the expiration of the initial 90-day period. Such notice shall specify the reason or reasons for such extension and the date by which a final decision can be expected.. In no event shall such extension exceed a period of 90 days from the end of the initial 90-day period.

In the event the Claims Reviewer denies the claim of a Participant or the beneficiary in whole or in part, the Claims Reviewer's written notification shall specify, in a manner calculated to be understood by the claimant, the reason for the denial; a reference to the Plan or other document or form that is the basis for the denial; a description of any additional material or information necessary for the claimant to perfect the claim; an explanation as to why such information or material is necessary; and an explanation of the applicable claims procedure.

Should the claim be denied in whole or in part and should the claimant be dissatisfied with the

Claims Reviewer's disposition of the claimant's claim, the claimant may have a full and fair review of the claim by the Company (but not the same person who reviewed the initial claim, or subordinate of such person) upon written request therefore submitted by the claimant or the claimant's duly authorized representative and received by the Company within 60 days after the claimant receives written notification that the claimant's claim has been denied In connection with such review, the claimant or the claimant's duly authorized representative shall be entitled to review pertinent documents and submit the claimant's views as to the issues, in writing. The Company shall act to deny or accept the claim within 60 days after receipt of the claimant's written request for review unless special circumstances require the extension of such 60-day period. If such extension is necessary, the Company shall provide the claimant with written notification of such extension before the expiration of such initial 60-day period. In all events, the Company shall act to deny or accept the claim within 120 days of the receipt of the claimant's written request for review. The action of the Company shall be in the form of a written notice to the claimant and its contents shall include all of the requirements for action on the original claim.

In no event may a claimant commence legal action for benefits the claimant believes are due to the claimant until the claimant has exhausted all of the remedies and procedures afforded the claimant by this Article V.

ARTICLE VI

ADMINISTRATION

Section 6.1 Plan is Unfunded. The right of a Participant or the Participant's beneficiary to receive a distribution hereunder shall be an unsecured claim against the general assets of the Company, and neither a Participant nor his or her designated beneficiary shall have any rights in or against any amount

credited to any Voluntary Deferral Accounts under this Plan or any other assets of the Company. The Plan at all times shall be considered entirely unfunded both for tax purposes and for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended. Any funds invested hereunder shall continue for all purposes to be part of the general assets of the Company and available to its general creditors in the event of bankruptcy or insolvency. Voluntary Deferral Accounts under this Plan and any benefits which may be payable pursuant to this Plan are not subject in any manner to anticipation, sale, alienation, transfer, assignment, pledge, encumbrance, attachment, or garnishment by creditors of a Participant or a Participant's beneficiary. The Plan constitutes a mere promise by the Company to make benefit payments in the future. No interest or right to receive a benefit may be taken, either voluntarily or involuntarily, for the satisfaction of the debts of, or other obligations or claims against, such person or entity, including claims for alimony, support, separate maintenance and claims in bankruptcy proceedings.

Section 6.2 Plan Administration. The Plan shall be administered by the benefits committee or such other committee as designated by the Board of Directors of the Company. The committee administering the Plan shall have the authority, duty and power to interpret and construe the provisions of the Plan and the duty and responsibility of maintaining records, making the requisite calculations and disbursing the payments hereunder. The Board shall have the authority to determine and identify participants eligible to participate in the Plan.

Section 6.3 Expenses of Administration. Expenses of administration shall be paid by the Company. The committee administering the Plan shall be entitled to rely on all tables, valuations, certificates, opinions, data and reports furnished by any actuary, accountant, controller, counsel or other person employed or retained by the Company with respect to the Plan.

Section 6.4 Individual Participant Accounts. The committee administering the Plan shall

furnish individual annual statements of accrued benefits to each Participant, or current beneficiary, in such form as determined by the Company or as required by law.

Section 6.5 No Guaranty of Plan Benefits or of Employment. The sole rights of a Participant or beneficiary under this Plan shall be to have this Plan administered according to its provisions, to receive whatever benefits he or she may be entitled to hereunder, and nothing in the Plan shall be interpreted as a guaranty that any funds in any trust which may be established in connection with the Plan or assets of the Company will be sufficient to pay any benefit hereunder. Further, the adoption and maintenance of this Plan shall not be construed as creating any contract of employment between the Company and any Participant. The Plan shall not affect the right of the Company to deal with any participants in employment respects, including their hiring, discharge, compensation, and conditions of employment.

Section 6.6 Incompetent Participant. The Company may from time to time establish rules and procedures which it determines to be necessary for the proper administration of the Plan and the benefits payable to an individual in the event that individual is declared incompetent and a conservator or other person legally charged with that individual's care is appointed. Except as otherwise provided herein, when the Company determines that such individual is unable to manage his or her financial affairs, the Company may pay such individual's benefits to such conservator, person legally charged with such individual's care, or institution then contributing toward or providing for the care and maintenance of such individual. Any such payment shall constitute a complete discharge of any liability of the Company and the Plan for such individual.

Section 6.7 Lost Participants. Each Participant shall keep the Company informed of his or her current address and the current address of his or her designated beneficiary. The Company shall not be obligated to search for any person.

Section 6.8 No Liability. Notwithstanding any provision herein to the contrary, neither the Company nor any individual acting as an employee or agent of the Company shall be liable to any Participant, former Participant, designated beneficiary, or any other person for any claim, loss, liability or expense incurred in connection with the Plan, including without limitation, the investment performance of any deemed investments, unless attributable to fraud or willful misconduct on the part of the Company or any such employee or agent of the Company.

Section 6.9 Applicable Law. All questions pertaining to the construction, validity and effect of the Plan shall be determined in accordance with the laws of the United States, and to the extent not preempted by such laws, by the laws of the State of Ohio.

Section 6.10 Compliance with Code §409A. To the extent applicable, it is intended that this Plan and any deferrals of compensation made hereunder comply with the provisions of Code §409A. This Plan and any deferrals or compensation made hereunder shall be administered in a manner consistent with this intent, and any provisions that would cause this Plan or any grant made hereunder to fail to satisfy Code §409A shall have no force and effect until amended to comply with Code §409A (which amendment may be retroactive to the extent permitted by Code §409A and may be made by the Company without the consent of Participants). Any reference in this Plan to Code §409A will also include any proposed, temporary or final regulations, or any other guidance, promulgated with respect to Code §409A by the U.S. Department of the Treasury or the Internal Revenue Service. In no event, however, shall this section or any other provisions of this Plan be construed to require the Company to provide any gross-up for the tax consequences of any provisions of, or payments under, this Plan and the Company shall have no responsibility for tax or legal consequences to any Participant (or beneficiary) resulting from the terms or operation of this Plan.

ARTICLE VII
DEFINITIONS

Whenever used in the Plan, the following words and phrases shall have the meanings set forth below unless the context plainly requires a different meaning, and when a defined meaning is intended, the term is capitalized in this document.

7.1 "Change of Control" means the definition of change of control provided in The J. M. Smucker Company 2006 Equity Compensation Plan (the "2006 Plan") provided that, for purposes of distributions from the Plan (other than Grandfathered Benefits), such distribution shall only be made on the basis of a Change in Control to the extent that the event constitutes a "change in ownership or effective control" of the Company or "in the ownership of a substantial portion of the assets" of the Company (as determined under Code §409A, and Treasury regulation §1.409A-3(i)(5)).

7.2 "Code" means the Internal Revenue Code of 1986, as amended from time to time, and any lawful regulations or other pronouncements relating thereto.

7.3 "Company" means The J. M. Smucker Company and any of its subsidiaries or affiliated business entities, as determined in accordance with the provisions contained in Code §414.

7.4 "Participant" means any employee described in Article I of this Plan.

7.5 "Plan" means The J. M. Smucker Company Voluntary Deferred Compensation Plan, as of May 1,

2003, amended and restated effective January 1, 2005, and as further amended and restated herein effective January 1, 2009, and including any subsequent amendments thereto.

7.6 "Separation from Service" means a separation from service as defined in Code §409A with the Company and all other related employers of the Company (as determined under Code §414), which Code §409A is incorporated herein by reference, generally including the severance of the Employee's employment relationship for any reason, voluntarily or involuntarily, and with or without cause, including without limitation, quit, discharge, retirement, death, leave of absence (including military leave, sick leave, or other bona fide leave of absence if the period of such leave exceeds the greater of six (6) months, or the period for which the Employee's right to reemployment is provided either by statute or by contract) or permanent decrease in service to the Company and all such other related employers to a level that is no more than twenty percent (20%) of its prior level.

7.7 "Specified Employee" refers to an individual defined in Code §416(i) without regard to paragraph (5) of that Section as of the date of the individual's Separation from Service determined as provided in Treasury Regulation §1.409A-1(i).

7.8 "Totally Disabled" or "Total Disability" means the first to occur of the following conditions, all as determined in accordance with Code §409A:

- (a) The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or
 - (b) The Participant is, by reason of any medically determinable physical or mental impairment
-

that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under any plan covering employees of the Employer, or

(c) The Participant has been determined to be totally disabled by the Social Security Administration.

The Company hereby adopts this Amendment and Restatement of the Plan effective as of January 1, 2009.

THE J. M. SMUCKER COMPANY

/s/ Mark R. Belgya

Name: Mark R. Belgya

Title: Senior Vice President and Chief Financial Officer

DATED: December 31, 2010

ADDENDUM I

PROVISIONS WITH RESPECT TO GRANDFATHERED BENEFITS

Section 1.1 Grandfathered Benefits. A Participant's Grandfathered Benefit, as defined in Section 1.3 of the Plan, shall be determined in accordance with the provisions of Code §409A and Treasury Regulation §1.409A-6(a)(3)(ii) and (iv). Notwithstanding any provision of the Plan to the contrary, any Grandfathered Benefit under the Plan shall be subject to the provisions of the Plan in effect on December 31, 2004, and as provided in this Addendum I.

Section 1.2 Distributions Upon Retirement or Termination of Employment. Distribution of a Grandfathered Benefit under the Plan will commence, on the first anniversary of the date on which a Participant's employment with the Company and all other related employers of the Company (as determined under Code §414) terminates for any reason, (other than death, disability (as defined in the 1998 Equity and Performance Incentive Plan), or change in control (as defined in the 1998 Equity and Performance Incentive Plan)). The distributions will be in ten annual installments, and shall reflect any gains or losses in the Grandfathered Portion of the Participant's Voluntary Deferral Account in such manner as the Company shall determine and which is consistent with Treasury Regulation §1.409A-6(a)(3)(iv). In the alternative, the Participant may select one of the alternative forms of distribution set forth below. Selection of an alternative shall be made at the time the Participant first elects to participate in the Plan in accordance with Section 1.2 of the Plan. Distribution elections as to a Grandfathered Benefit may be subsequently changed provided that such new election is made at least 12 months prior to the date that distributions under the Plan would commence.

The alternative forms of distribution are:

(a) lump sum payable within 60 days of retirement or termination of employment; or

(b) substantially equal annual installments for not less than two and not greater than ten years. Distribution shall commence on the first anniversary of the date on which the Participant's employment with the Company and any other related employers of the Company (as determined under Code §414) terminates. Subsequent installments, if any, will be made on each anniversary date following the date of the first installment. The final installment will be the balance of the Grandfathered Portion of the Participant's Voluntary Deferral Account.

Section 1.3 Distribution Upon Death, Disability or Change in Control. Within 30 days following the date on which a Participant's employment with the Company and all other related employers of the Company (as determined under Code §414) terminates as a result of death, disability (as defined in Section 1.2 of this Addendum I), or change in control (as defined in Section 1.2 of this Addendum I), the Company will distribute in a single lump sum the amount constituting the Grandfathered Portion of the Participant's Voluntary Deferral Account in accordance with this Plan, to the Participant, or in the event of death, to the Participant's primary beneficiary. If the primary beneficiary is no longer alive, then such amounts shall be distributed to the Participant's secondary beneficiary. If a Participant has not designated a beneficiary, or if no designated beneficiary is living on the date of distribution, then such amounts shall be

distributed to such Participant's spouse, or if deceased, or none, then to the Participant's children, per stirpes, or if none, then to the Participant's estate in a lump sum distribution as soon as administratively feasible following such Participant's death.

Section 1.4 Distribution Upon Death if Payments have Commenced. If a Participant should die before distribution of the full amount of the Grandfathered Portion of the Voluntary Deferral Account has been made to the Participant, any remaining amounts shall be distributed to the Participant's primary beneficiary by the same method as distributions were being made to the Participant. If the primary beneficiary is no longer alive, then such amounts shall be distributed to the Participant's secondary beneficiary by the same method as distributions were being made to the Participant. If a Participant has not designated a beneficiary, or if no designated beneficiary is living on the date of distribution, then, such amounts shall be distributed to such Participant's spouse, or if deceased, or none, then to the Participant's children per stirpes, or if none, then to the Participant's estate, in a lump sum distribution as soon as administratively feasible following such Participant's death.

Section 1.5 Small Amount Distribution. If, at any time following termination of employment, the value of a Participant's Voluntary Deferral Account is less than \$10,000, the Company may elect to distribute such account balance in a lump sum payment regardless of the Participant's election.

Section 1.6 Distributions Not Deductible Under Code § 162(m). Notwithstanding the above provisions, no amount may be distributed from the Plan if the Company reasonably

anticipates that such amount would not be deductible under Code §162(m), as determined by the Board of Directors in its sole discretion.

Section 1.7 Distributions Subject to Tax. Notwithstanding the above provisions, if, at any time, a court or the Internal Revenue Service determines that an amount in the Grandfathered portion of a Participant's Voluntary Deferral Account is includable in the gross income of the Participant and subject to tax, the Board of Directors of the Company may, in its sole discretion, permit a lump sum distribution of an amount equal to the amount determined to be includable in the Participant's gross income.

Section 1.8 Distributions in Violation of Securities Laws. Notwithstanding the above provisions, a payment under the Plan may be delayed if the Company reasonably anticipates that the making of such payment will violate Federal securities laws or other applicable law, in the Company's sole discretion, provided that the payment is made on the earliest at which the Company reasonably anticipates that the making of the payment will not cause such violation.

EXHIBIT A
TO
VOLUNTARY DEFERRED COMPENSATION PLAN

Deferred amounts may be tracked with investments in either (or a combination of):

1. Common shares of the Company; or
2. Funds of Fidelity Management and Research Company or any of its affiliates, which are available as designated investments under the Company's 401(k) plan.

RULE 13a-14(a)/15d-14(a) CERTIFICATIONS

I, Timothy P. Smucker, Co-Chief Executive Officer of The J. M. Smucker Company, certify that:

- (1) I have reviewed this quarterly report on Form 10-Q of The J. M. Smucker Company;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 11, 2011

/s/ Timothy P. Smucker

Name: Timothy P. Smucker

Title: Co-Chief Executive Officer

RULE 13a-14(a)/15d-14(a) CERTIFICATIONS

I, Richard K. Smucker, Co-Chief Executive Officer of The J. M. Smucker Company, certify that:

- (1) I have reviewed this quarterly report on Form 10-Q of The J. M. Smucker Company;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 11, 2011

/s/ Richard K. Smucker

Name: Richard K. Smucker

Title: Co-Chief Executive Officer

RULE 13a-14(a)/15d-14(a) CERTIFICATIONS

I, Mark R. Belgya, Chief Financial Officer of The J. M. Smucker Company, certify that:

- (1) I have reviewed this quarterly report on Form 10-Q of The J. M. Smucker Company;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 11, 2011

/s/ Mark R. Belgya

Name: Mark R. Belgya

Title: Chief Financial Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of The J. M. Smucker Company (the "Company") for the quarter ended January 31, 2011, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to such officer's knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and for the periods expressed in the Report.

/s/ Timothy P. Smucker

Name: Timothy P. Smucker
Title: Co-Chief Executive Officer

/s/ Richard K. Smucker

Name: Richard K. Smucker
Title: Co-Chief Executive Officer

/s/ Mark R. Belgia

Name: Mark R. Belgia
Title: Chief Financial Officer

Date: March 11, 2011

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.