

SMUCKER J M CO  
Form 8-K  
September 10, 2013

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

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d)**

**of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): September 6, 2013**

**The J. M. Smucker Company**

**(Exact Name of Registrant as Specified in Charter)**

**Ohio**  
**(State or Other Jurisdiction**

**of Incorporation)**

**001-05111**  
**(Commission**

**File Number)**

**34-0538550**  
**(IRS 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**

**Not Applicable**

**(Former Name or Former Address, if Changed Since Last Report)**

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

- .. Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- .. Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- .. Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- .. Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01 Entry into a Material Definitive Agreement.**

On September 6, 2013, The J. M. Smucker Company, an Ohio corporation (the Company), and Smucker Foods of Canada Corp., a federally incorporated Canadian corporation and an indirect wholly owned subsidiary of the Company (Smucker Canada) and, together with the Company, the Borrowers, entered into a Third Amended and Restated Credit Agreement (the Third Amended Credit Agreement) with the various lenders named therein (the Lenders), the Guarantors (as defined below), and Bank of Montreal, a Canadian chartered bank acting through its Chicago branch, as administrative agent for the Lenders (the Agent). BMO Capital Markets, Merrill Lynch, Pierce, Fenner & Smith Incorporated, J.P. Morgan Securities LLC, and PNC Bank, National Association acted as joint lead arrangers and joint book runners (the Joint Lead Arrangers); Bank of America, N.A., JPMorgan Chase Bank, N.A., and PNC Bank, National Association acted as syndication agents (the Syndication Agents); and Fifth Third Bank and U.S. Bank National Association acted as documentation agents (the Documentation Agents). The Third Amended Credit Agreement amends and restates in its entirety the Second Amended and Restated Credit Agreement, dated as of July 29, 2011, by and among the Company, Smucker Canada, the various Lenders named therein, the Guarantors, and the Agent, which was filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on August 2, 2011. J.M. Smucker LLC, an Ohio limited liability company and an indirect wholly owned subsidiary of the Company, and The Folgers Coffee Company, a Delaware corporation and a wholly owned subsidiary of the Company, are each guarantors under the Third Amended Credit Agreement (the Guarantors). The Third Amended Credit Agreement provides for a revolving credit line of \$1,500,000,000 (which may, at the option of the Borrowers, be increased up to \$2,250,000,000) and terminates on September 6, 2018. The proceeds under this revolving credit line will be used to refinance existing indebtedness, for general corporate and working capital purposes, and to fund certain fees and expenses associated with the closing of the Third Amended Credit Agreement.

The Borrowers may borrow in U.S. Dollars (USD) or Canadian Dollars (CAD) under the revolving credit line. The Company's USD borrowings under the Third Amended Credit Agreement will bear interest, at the Company's option, at either a base rate or a Eurodollar rate, in each case plus an applicable margin based on the Company's long-term unsecured debt rating. The base interest rate for USD borrowings is a rate equal to the greater of (i) the Agent's prime rate, (ii) the federal funds rate plus 0.50% and (iii) the one-month Eurodollar rate plus 1.00%. Smucker Canada's CAD borrowings under the Third Amended Credit Agreement will bear interest, at Smucker Canada's option, at either a base rate or a CDOR rate, in each case plus an applicable margin based on the Company's long-term unsecured debt rating. The base interest rate for CAD borrowings is a rate equal to the Agent's prime rate for CAD loans. The applicable margins on USD and CAD base rate loans range from 0.20% to 0.00%, and the applicable margins on Eurodollar loans and CDOR loans range from 1.20% to 0.70%.

Until maturity of the Third Amended Credit Agreement, the Company must maintain (i) a ratio of consolidated debt to consolidated EBITDA (as defined in the Third Amended Credit Agreement) of not greater than 3.50 : 1.00, and (ii) a ratio of consolidated EBITDA to Interest Expense (as defined in the Third Amended Credit Agreement) payable in cash of not less than 3.50 : 1.00, in each case for the 12-month period ended on the last day of each fiscal quarter.

The Third Amended Credit Agreement contains customary representations and warranties and usual and customary affirmative and negative covenants. The Third Amended Credit Agreement also contains certain customary events of default. If an Event of Default (as defined in the Third Amended Credit Agreement) has occurred and is continuing, the Agent may terminate the commitments and declare that the loans and any accrued interest are due and payable by the Borrowers.

Certain of the Lenders, the Agent, the Joint Lead Arrangers, the Syndication Agents, and the Documentation Agents (and each of their respective subsidiaries or affiliates) have in the past provided, and may in the future provide, investment banking, cash management, underwriting, lending, commercial banking, trust, leasing, foreign exchange, share repurchase, and other advisory services to, or engage in transactions with, the Company and its subsidiaries or affiliates. These parties have received, and may in the future receive, customary compensation from the Company and its subsidiaries or affiliates for such services.

The foregoing is a summary of the material terms and conditions of the Third Amended Credit Agreement and not a complete description of the Third Amended Credit Agreement. Accordingly, the foregoing is qualified in its entirety by reference to the full text of the Third Amended Credit Agreement attached to this Current Report on Form 8-K as Exhibit 10.1, which is incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The description of the Third Amended Credit Agreement set forth under Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 2.03 by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

| Exhibit No. | Exhibit Description  |
|-------------|--|
| 10.1        | Third Amended and Restated Credit Agreement, dated as of September 6, 2013, among the Company, Smucker Canada, the Guarantors, the Lenders, and the Agent. |

**SIGNATURE**

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

**THE J. M. SMUCKER COMPANY**

By: /s/ Mark R. Belgya

Name: Mark R. Belgya

Title: Senior Vice President and Chief  
Financial Officer

Date: September 10, 2013

**EXHIBIT INDEX**

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