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

FORM 10-K

(Mark One)

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

For the fiscal year ended November 30, 2014
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 001-14920

McCORMICK & COMPANY, INCORPORATED
(Exact name of registrant as specified in its charter)

Maryland	**52-0408290**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
18 Loveton Circle, Sparks, Maryland	**21152**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (410) 771-7301

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

Title of Each Class	Name of Each Exchange on Which Registered
Common Stock, No Par Value	New York Stock Exchange
Common Stock Non-Voting, No Par Value	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: Not applicable.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes ☐ No ☒

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 the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T 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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☒

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 the 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	☐ (Do not check if a smaller reporting company)	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 ☒

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked prices of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter.

The aggregate market value of the Voting Common Stock held by non-affiliates at May 31, 2014: $859,593,668

The aggregate market value of the Non-Voting Common Stock held by non-affiliates at May 31, 2014: $8,504,657,615

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

Class	Number of Shares Outstanding	Date
Common Stock	11,963,137	December 31, 2014
Common Stock Non-Voting	116,305,343	December 31, 2014

DOCUMENTS INCORPORATED BY REFERENCE

Document	Part of 10-K into Which Incorporated
Proxy Statement for McCormick’s March 25, 2015 Annual Meeting of Stockholders (the “2015 Proxy Statement”)	Part III

PART I.

As used herein, references to “McCormick,” “we,” “us” and “our” are to McCormick & Company, Incorporated and its consolidated subsidiaries or, as the context may require, McCormick & Company, Incorporated only.

ITEM 1. BUSINESS

McCormick is a global leader in flavor. The company manufactures, markets and distributes spices, seasoning mixes, condiments and other flavorful products to the entire food industry–retail outlets, food manufacturers and foodservice businesses. Our major sales, distribution and production facilities are located in North America, Europe and China. Additional facilities are based in Australia, Mexico, India, Singapore, Central America, Thailand and South Africa. McCormick & Company, Incorporated was formed in 1915 under Maryland law as the successor to a business established in 1889.

Business Segments
We operate in two business segments, consumer and industrial. Demand for flavor is growing globally, and across both segments we have the customer base and product breadth to participate in all types of eating occasions. Our products deliver flavor when cooking at home, dining out, purchasing a quick service meal or enjoying a snack. We offer our customers and consumers a range of products from premium to value-priced.

Consistent with market conditions in each segment, our consumer business has a higher overall profit margin than our industrial business. Historically, the consumer business contributes approximately 60% of sales and 80% of operating income, and the industrial business contributes approximately 40% of sales and 20% of operating income.

For financial information about our business segments, please refer to “Management’s Discussion and Analysis–Results of Operations” and note 16 of the financial statements.

For a discussion of our recent acquisition activity, please refer to “Management’s Discussion and Analysis–Acquisitions” and note 2 of the financial statements.

Consumer Business. From locations around the world, our brands reach consumers in more than 135 countries and territories. Our leading brands in the Americas include McCormick®, Lawry’s® and Club House®. We also market authentic ethnic brands such as Zatarain’s®, Thai Kitchen® and Simply Asia®. In Europe, the Middle East and Africa (EMEA) our major brands include the Ducros®, Schwartz® and Kamis® brands of spices, herbs and seasonings and an extensive line of Vahiné® brand dessert items. In the Asia/Pacific region, we market products under the McCormick and DaQiao® brands in China. In Australia, we market our spices, herbs and seasonings under the McCormick brand and our dessert products under the Aeroplane® brand. In India, our majority-owned joint venture owns and trades under the Kohinoor® brand.

Our customers span a variety of retail outlets that include grocery, mass merchandise, warehouse clubs, discount and drug stores, served directly and indirectly through distributors or wholesalers. In addition to marketing our branded products to these customers, we are also a leading supplier of private label items, also known as store brands.

Approximately half of our consumer business is spices, herbs and seasonings. For these products, we are a category leader in our primary markets. There are a number of competitors in the spices, herbs and seasoning category, many with less than 3% share of sales.

More than 250 other brands of spices, herbs and seasonings are sold in the U.S. with additional brands in international markets. Some are owned by large food manufacturers, while others are supplied by small privately owned companies. In this competitive environment, we are leading with innovation and brand marketing, and applying our analytical tools to help customers optimize the profitability of their spice and seasoning category while simultaneously increasing our sales.

Industrial Business. In our industrial business, we provide a wide range of products to multinational food manufacturers and foodservice customers. The foodservice customers are supplied both directly and indirectly through distributors. Among food manufacturers and foodservice customers, many of our relationships have been active for decades. We focus our resources on our strategic partners that we believe offer the greatest prospects for growth. Our range of products remains one of the broadest in the industry and includes seasoning blends, spices and herbs, condiments, coating systems and compound flavors. In addition to a broad range of flavor solutions, we strive to achieve customer intimacy. Our customers benefit from our expertise in many areas, including sensory testing, culinary research, food safety and flavor application.

Our industrial business has a number of competitors. Some tend to specialize in a particular range of products and have a limited geographic reach. Other competitors include larger publicly held flavor companies that are more global in nature, but which also tend to specialize in a more limited range of flavor solutions.

Raw Materials

The most significant raw materials used in our business are pepper, dairy products, rice, capsicums (red peppers and paprika), onion, garlic and wheat flour. Pepper and other spices and herbs are generally sourced from countries other than the United States. Other raw materials, like dairy products and onion, are primarily sourced from within the U.S. and locally, for many of our international locations. Because the raw materials are agricultural products, they are subject to fluctuations in market price and availability caused by weather, growing and harvesting conditions, market conditions, and other factors beyond our control.

We respond to this volatility in a number of ways, including strategic raw material purchases, purchases of raw material for future delivery, customer price adjustments and cost savings from our Comprehensive Continuous Improvement program.

Customers

Our products are sold directly to customers and also through brokers, wholesalers and distributors. In the consumer segment, products are then sold to consumers through a variety of retail outlets, including grocery, mass merchandise, warehouse clubs, discount and drug stores under a variety of brands. In the industrial segment, products are used by food and beverage manufacturers as ingredients for their finished goods and by foodservice customers as ingredients for menu items to enhance the flavor of their foods. Customers for the industrial segment include food manufacturers and the foodservice industry supplied both directly and indirectly through distributors.

We have a large number of customers for our products. Sales to one of our consumer business customers, Wal-Mart Stores, Inc., accounted for 11% of consolidated sales in 2014, 12% of consolidated sales in 2013 and 11% of consolidated sales in 2012. Sales to one of our industrial business customers, PepsiCo, Inc., accounted for 11% of consolidated sales in 2014, 2013 and 2012. In 2014, 2013 and 2012 the top three customers in our industrial business represented between 53% and 54% of our global industrial sales.

The dollar amount of backlog orders for our business is not material to an understanding of our business, taken as a whole. No material portion of our business is subject to renegotiation of profits or termination of contracts or subcontracts at the election of the U.S. government.

Trademarks, Licenses and Patents

We own a number of trademark registrations. Although in the aggregate these trademarks are material to our business, the loss of any one of those trademarks, with the exception of our “McCormick,” “Lawry’s,” “Zatarain’s,” “Club House,” “Ducros,” “Schwartz,” “Vahiné,” “Kamis,” "DaQiao" and “Kohinoor” trademarks, would not have a material adverse effect on our business. The “Mc – McCormick” trademark is extensively used by us in connection with the sale of our food products in the U.S. and certain non-U.S. markets. The terms of the trademark registrations are as prescribed by law, and the registrations will be renewed for as long as we deem them to be useful.

We have entered into a number of license agreements authorizing the use of our trademarks by affiliated and non-affiliated entities. The loss of these license agreements would not have a material adverse effect on our business. The term of the license agreements is generally three to five years or until such time as either party terminates the agreement. Those agreements with specific terms are renewable upon agreement of the parties.

We also own various patents, none of which individually are material to our business.

Seasonality

Due to seasonal factors inherent in our business, our sales, income and cash from operations generally are lower in the first two quarters of the fiscal year, increase in the third quarter and are significantly higher in the fourth quarter due to the holiday season. This seasonality reflects customer and consumer buying patterns, primarily in the consumer segment.

Working Capital
In order to meet increased demand for our consumer products during our fourth quarter, we usually build our inventories during the third quarter of the fiscal year. We generally finance working capital items (inventory and receivables) through short-term borrowings, which include the use of lines of credit and the issuance of commercial paper. For a description of our liquidity and capital resources, see note 6 of the financial statements and the “Liquidity and Financial Condition” section of “Management’s Discussion and Analysis.”

Competition
Each segment operates in markets around the world that are highly competitive. In this competitive environment, our growth strategies include customer intimacy and product innovation based on consumer insights. Additionally, in the consumer segment we are building brand recognition and loyalty through increased advertising and promotions.

Research and Development
Many of our products are prepared from confidential formulas developed by our research laboratories and product development teams, and, in some cases, customer proprietary formulas. Expenditures for research and development were $62.0 million in 2014, $61.3 million in 2013, and $57.8 million in 2012. The amount spent on customer-sponsored research activities is not material.

Governmental Regulation
We are subject to numerous laws and regulations around the world that apply to our global businesses. In the United States, the safety, production, transportation, distribution, advertising, labeling and sale of many of our products and their ingredients are subject to the Federal Food, Drug, and Cosmetic Act, the Food Safety Modernization Act, the Federal Trade Commission Act, state consumer protection laws, competition laws, anti-corruption laws, customs and trade laws, federal, state and local workplace health and safety laws, various federal, state and local environmental protection laws, and various other federal, state and local statutes and regulations. Outside the United States, our business is subject to numerous similar statutes, laws and regulatory requirements.

Environmental Regulations
The cost of compliance with federal, state and local provisions related to protection of the environment has had no material effect on our business. There were no material capital expenditures for environmental control facilities in fiscal year 2014, and there are no material expenditures planned for such purposes in fiscal year 2015.

Employees
We had approximately 10,000 full-time employees worldwide as of November 30, 2014. Our operations have not been affected significantly by work stoppages and, in the opinion of management, employee relations are good. We have no collective bargaining contracts in the United States. At our foreign subsidiaries, approximately 1,300 employees are covered by collective bargaining agreements or similar arrangements.

Financial Information about Geographic Locations
For information on the net sales and long-lived assets of McCormick by geographic area, see note 16 of the financial statements.

Foreign Operations
We are subject in varying degrees to certain risks typically associated with a global business, such as local economic and market conditions, exchange rate fluctuations, restrictions on investments, royalties and dividends. Approximately 45% of sales in fiscal year 2014 were from non-U.S. operations. For information on how we manage some of these risks, see the “Market Risk Sensitivity” section of “Management’s Discussion and Analysis.”

Forward-Looking Information
Certain statements contained in this report, including statements concerning expected performance such as those relating to net sales, earnings, cost savings, acquisitions and brand marketing support, are “forward-looking statements” within the meaning of Section 21E of the Securities Exchange Act of 1934. These statements may be identified by the use of words such as “may,” “will,” “expect,” "should," "anticipate," "intend," “believe” and “plan.” These statements may relate to: the expected results of operations of businesses acquired by us, the expected impact of raw material costs and our pricing actions on our results of operations and gross margins, the expected productivity and working capital improvements, expected trends in net sales and earnings performance and other financial measures, the expectations of pension and postretirement plan contributions, the holding period and market risks associated with financial instruments, the impact of foreign exchange fluctuations, the adequacy of internally generated funds and existing sources of liquidity, such as the availability of bank financing, our ability to

issue additional debt or equity securities and our expectations regarding purchasing shares of our common stock under the existing authorizations.

These and other forward-looking statements are based on management's current views and assumptions and involve risks and uncertainties that could significantly affect expected results. Results may be materially affected by factors such as: damage to our reputation or brand name; loss of brand relevance; increased use of private label or other competitive products; product quality, labeling, or safety concerns; negative publicity about our products; business interruptions due to natural disasters or unexpected events; actions by, and the financial condition of, competitors and customers; our ability to achieve expected and/or needed cost savings or margin improvements; negative employee relations; the successful acquisition and integration of new businesses; issues affecting our supply chain and raw materials, including fluctuations in the cost and availability of raw and packaging materials; government regulation, and changes in legal and regulatory requirements and enforcement practices; global economic and financial conditions generally, including the availability of financing, and interest and inflation rates; the investment return on retirement plan assets, and the costs associated with pension obligations; foreign currency fluctuations; the stability of credit and capital markets; risks associated with our information technology systems, the threat of data breaches and cyber attacks; volatility in our effective tax rate; climate change; infringement of our intellectual property rights, and those of customers; litigation, legal and administrative proceedings; and other risks described herein under Part I, Item 1A "Risk Factors."

Actual results could differ materially from those projected in the forward-looking statements. We undertake no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required by law.

Available Information

Our principal corporate internet website address is: www.mccormickcorporation.com. We make available free of charge through our website our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") as soon as reasonably practicable after such documents are electronically filed with, or furnished to, the United States Securities and Exchange Commission (the "SEC"). The SEC maintains an Internet website at www.sec.gov that contains reports, proxy and information statements, and other information regarding McCormick. Our website also includes our Corporate Governance Guidelines, Business Ethics Policy and charters of the Audit Committee, Compensation Committee, and Nominating/Corporate Governance Committee of our Board of Directors.

ITEM 1A. RISK FACTORS

The following are certain risk factors that could affect our business, financial condition and results of operations. These risk factors should be considered in connection with evaluating the forward-looking statements contained in this Annual Report on Form 10-K because these factors could cause the actual results and conditions to differ materially from those projected in forward-looking statements. Before you buy our Common Stock or Common Stock Non-Voting, you should know that making such an investment involves risks, including the risks described below. Additional risks and uncertainties that are not presently known to the company or are currently deemed to be immaterial also may materially adversely affect our business, financial condition, or results of operations in the future. If any of the risks actually occur, our business, financial condition or results of operations could be negatively affected. In that case, the trading price of our securities could decline, and you may lose part or all of your investment.

Damage to our reputation or brand name, loss of brand relevance, increase in use of private label or other competitive brands by customers or consumers, or product quality or safety concerns could negatively impact our business, financial condition or results of operations.

We have many iconic brands with long-standing consumer recognition. Our success depends on our ability to maintain our brand image for our existing products, extend our brands to new platforms, and expand our brand image with new product offerings.

We continually make efforts to maintain and improve relationships with our customers and consumers and to increase awareness and relevance of our brands through effective marketing and other measures. From time to time, our customers evaluate their mix of product offerings, and consumers have the option to purchase private label or other competitive products instead of our branded products. If a significant portion of our branded business was switched to private label or competitive products, it could have a material negative impact on our consumer business.

Our reputation for manufacturing high-quality products is widely recognized. In order to safeguard that reputation, we have adopted rigorous quality assurance and quality control procedures which are designed to ensure the safety of our products. A serious breach of our quality assurance or quality control procedures, deterioration of our quality image, impairment of our customer or consumer relationships or failure to adequately protect the relevance of our brands may lead to litigation, customers purchasing from our competitors or consumers purchasing other brands or private label items that may or may not be manufactured by us, any of which could have a material negative impact on our business, financial condition or results of operations.

The food industry generally is subject to risks posed by food spoilage and contamination, product tampering, product recall, import alerts and consumer product liability claims. For instance, we may be required to recall certain of our products should they be mislabeled, contaminated or damaged, and certain of our raw materials could be blocked from entering the country if they were subject to import alerts. We also may become involved in lawsuits and legal proceedings if it is alleged that the consumption of any of our products could cause injury or illness, are mislabeled or fail to meet applicable legal requirements (even if the allegation is untrue). A product recall, import alert or an adverse result in any such litigation, or negative perceptions regarding food products and ingredients, could result in our having to pay fines or damages, incur additional costs or cause customers and consumers in our principal markets to lose confidence in the safety and quality of certain products or ingredients, any of which could have a negative effect on our business or financial results and, depending upon the significance of the affected product, that negative effect could be material to our business or financial results. Negative publicity about these concerns, whether or not valid, may discourage customers and consumers from buying our products or cause disruptions in production or distribution of our products and adversely affect our business, financial condition or results of operations.

The rising popularity of social networking and other consumer-oriented technologies has increased the speed and accessibility of information dissemination (whether or not accurate), and, as a result, negative, inaccurate, or misleading posts or comments on websites may generate adverse publicity that could damage our reputation or brands.

Customer consolidation, and competitive, economic and other pressures facing our customers, may put pressure on our operating margins and profitability.

A number of our customers, such as supermarkets, warehouse clubs and food distributors, have consolidated in recent years and consolidation could continue. Such consolidation could present a challenge to margin growth and profitability in that it has produced large, sophisticated customers with increased buying power who are more capable of operating with reduced inventories; resisting price increases; demanding lower pricing, increased promotional programs and specifically tailored products; and shifting shelf space currently used for our products to private label products. The economic and competitive landscape for our customers is constantly changing, and their response to those changes could impact our business. Our industrial business may be impacted if the reputation or perception of the customers of our industrial business declines. These factors and others could have an adverse impact on our business, financial condition or results of operations.

The inability to maintain mutually beneficial relationships with large customers could adversely affect our business.

We have a number of major customers, including two large customers that, in the aggregate, constituted approximately 22% of our consolidated sales in 2014. The loss of either of these large customers or a material negative change in our relationship with these large customers or other major customers could have an adverse effect on our business.

Disruption of our supply chain and issues regarding procurement of raw materials may negatively impact us.

Our purchases of raw materials are subject to fluctuations in market price and availability caused by weather, growing and harvesting conditions, market conditions, governmental actions and other factors beyond our control. The most significant raw materials used by us in our business are pepper, dairy products, rice, capsicums (red pepper and paprika), onion, garlic and wheat flour. While future price movements of raw material costs are uncertain, we seek to mitigate the market price risk in a number of ways, including strategic raw material purchases, purchases of raw material for future delivery, customer price adjustments and cost savings from our Comprehensive Continuous Improvement program. We generally have not used derivatives to manage the volatility related to this risk. To the extent that we have used derivatives for this purpose, it has not been material to our business. Any actions we take in response to market price fluctuations may not effectively limit or eliminate our exposure to changes in raw material prices. Therefore, we cannot provide assurance that future raw material price fluctuations will not have a negative impact on our business, financial condition or operating results.

In addition, we may have very little opportunity to mitigate the risk of availability of certain raw materials due to the effect of weather on crop yield, government actions, political unrest in producing countries, action or inaction by suppliers in response to laws and regulations, changes in agricultural programs and other factors beyond our control. Therefore, we cannot provide assurance that future raw material availability will not have a negative impact on our business, financial condition or operating results.

Political, socio-economic and cultural conditions, as well as disruptions caused by terrorist activities or otherwise, could also create additional risks for regulatory compliance. Although we have adopted rigorous quality assurance and quality control procedures which are designed to ensure the safety of our imported products, we cannot provide assurance that such events will not have a negative impact on our business, financial condition or operating results.

Our profitability may suffer as a result of competition in our markets.

The food industry is intensely competitive. Competition in our product categories is based on price, product innovation, product quality, brand recognition and loyalty, effectiveness of marketing and promotional activity, and the ability to identify and satisfy consumer preferences. From time to time, we may need to reduce the prices for some of our products to respond to competitive and customer pressures, which may adversely affect our profitability. Such pressures could reduce our ability to take appropriate remedial action to address commodity and other cost increases.

Laws and regulations could adversely affect our business.

Food products are extensively regulated in most of the countries in which we sell our products. We are subject to numerous laws and regulations relating to the growing, sourcing, manufacture, storage, labeling, marketing, advertising and distribution of food products, as well as laws and regulations relating to financial reporting requirements, the environment, competition, anti-corruption, privacy, relations with distributors and retailers, foreign supplier verification, the import and export of products and product ingredients, employment, health and safety, and trade practices. Enforcement of existing laws and regulations, changes in legal requirements, and/or evolving interpretations of existing regulatory requirements may result in increased compliance costs and create other obligations, financial or otherwise, that could adversely affect our business, financial condition or operating results. Increased regulatory scrutiny of, and increased litigation involving, product claims and concerns regarding the attributes of food products and ingredients may increase compliance costs and create other obligations that could adversely affect our business, financial condition or operating results. Governments may also impose requirements and restrictions that impact our business, such as labeling disclosures pertaining to ingredients. For example, "Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986," in California exposes all food companies to the possibility of having to provide warnings on their products in that state. If we were required to add warning labels to any of our products or place warnings in locations where our products are sold in order to comply with Proposition 65, the sales of those products and other products of our company could suffer, not only in those locations but elsewhere. These factors and others could have an adverse impact on our business, financial condition or results of operations.

Our operations may be impaired as a result of disasters, business interruptions or similar events.

We could have an interruption in our business, loss of inventory or data, or be rendered unable to accept and fulfill customer orders as a result of a natural disaster, catastrophic event, epidemic or computer system failure. Natural disasters could include an earthquake, fire, flood, tornado or severe storm. A catastrophic event could include a terrorist attack. An epidemic could affect our operations, major facilities or employees' and consumers' health. In addition, some of our inventory and production facilities are located in areas that are susceptible to harsh weather; a major storm, heavy snowfall or other similar event could prevent us from delivering products in a timely manner. Production of certain of our products is concentrated in a single manufacturing site.

We cannot provide assurance that our disaster recovery plan will address all of the issues we may encounter in the event of a disaster or other unanticipated issue, and our business interruption insurance may not adequately compensate us for losses that may occur from any of the foregoing. In the event that a natural disaster, terrorist attack or other catastrophic event were to destroy any part of our facilities or interrupt our operations for any extended period of time, or if harsh weather or health conditions prevent us from delivering products in a timely manner, our business, financial condition or operating results could be adversely affected.

We may not be able to successfully consummate and manage ongoing acquisition, joint venture and divestiture activities which could have an impact on our results.

From time to time, we may acquire other businesses and, based on an evaluation of our business portfolio, divest existing businesses. These acquisitions, joint ventures and divestitures may present financial, managerial and operational challenges, including diversion of management attention from existing businesses, difficulty with integrating or separating personnel and financial and other systems, increased expenses and raw material costs, assumption of unknown liabilities and indemnities, and potential disputes with the buyers or sellers. In addition, we may be required to incur asset impairment charges (including charges related to goodwill and other intangible assets) in connection with acquired businesses which may reduce our profitability. If we are unable to consummate such transactions, or successfully integrate and grow acquisitions and achieve contemplated revenue synergies and cost savings, our financial results could be adversely affected. Additionally, joint ventures inherently involve a lesser degree of control over business operations, thereby potentially increasing the financial, legal, operational and/or compliance risks.

Our foreign operations are subject to additional risks.

We operate our business and market our products internationally. In fiscal year 2014, approximately 45% of our sales were generated in foreign countries. Our foreign operations are subject to additional risks, including fluctuations in currency values, foreign currency exchange controls, discriminatory fiscal policies, compliance with U.S. and foreign laws, enforcement of remedies in foreign jurisdictions and other economic or political uncertainties. Beginning in 2011, several countries within the European Union experienced sovereign debt and credit issues. This has caused more volatility in the economic environment throughout the European Union. Additionally, international sales are subject to risks related to imposition of tariffs, quotas, trade barriers and other similar restrictions. All of these risks could result in increased costs or decreased revenues, which could adversely affect our profitability.

Fluctuations in foreign currency markets may negatively impact us.

We are exposed to fluctuations in foreign currency in the following main areas: cash flows related to raw material purchases; the translation of foreign currency earnings to U.S. dollars; the value of foreign currency investments in subsidiaries and unconsolidated affiliates and cash flows related to repatriation of these investments. Primary exposures include the U.S. dollar versus the Euro, British pound sterling, Canadian dollar, Polish zloty, Australian dollar, Mexican peso, Chinese renminbi, Indian rupee, Thai baht and Swiss franc, as well as the British pound sterling versus the Euro. We routinely enter into foreign currency exchange contracts to facilitate managing certain of these foreign currency risks. However, these contracts may not effectively limit or eliminate our exposure to a decline in operating results due to foreign currency exchange changes. Therefore, we cannot provide assurance that future exchange rate fluctuations will not have a negative impact on our business, financial position or operating results.

Increases in interest rates may negatively impact us.

We had total outstanding short-term borrowings of $270 million at an average interest rate of approximately 1.3% on November 30, 2014. Our policy is to manage our interest rate risk by entering into both fixed and variable rate debt arrangements. We also use interest rate swaps to minimize worldwide financing cost and to achieve a desired mix of fixed and variable rate debt. We utilize derivative financial instruments to enhance our ability to manage risk, including interest rate exposures that exist as part of our ongoing business operations. We do not enter into contracts for trading purposes, nor are we a party to any leveraged derivative instruments. Our use of derivative financial instruments is monitored through regular communication with senior management and the utilization of written guidelines. However, our use of these instruments may not effectively limit or eliminate our exposure to changes in interest rates. Therefore, we cannot provide assurance that future interest rate changes will not have a material negative impact on our business, financial position or operating results.

The deterioration of credit and capital markets may adversely affect our access to sources of funding.

We rely on our revolving credit facilities, or borrowings backed by these facilities, to fund a portion of our seasonal working capital needs and other general corporate purposes. If any of the banks in the syndicates backing these facilities were unable to perform on its commitments, our liquidity could be impacted, which could adversely affect funding of seasonal working capital requirements. We engage in regular communication with all of the banks participating in our revolving credit facilities. During these communications none of the banks have indicated that they may be unable to perform on their commitments. In addition, we periodically review our banking and financing relationships, considering the stability of the institutions, pricing we receive on services and other aspects of the relationships. Based on these communications and our monitoring activities, we believe the likelihood of one of our banks not performing on its commitment is remote.

In addition, global capital markets have experienced volatility in the past that has tightened access to capital markets and other sources of funding, and such volatility and tightened access could reoccur in the future. In the event we need to access the capital markets or other sources of financing, there can be no assurance that we will be able to obtain financing on acceptable terms or within an acceptable time. Our inability to obtain financing on acceptable terms or within an acceptable time period could have an adverse impact on our operations, financial condition and liquidity.

We face risks associated with certain pension assets and obligations.

We hold investments in equity and debt securities in our qualified defined benefit pension plans and in a rabbi trust for our U.S. non-qualified pension plan. Deterioration in the value of plan assets resulting from a general financial downturn or otherwise, or an increase in the actuarial valuation of the plans' liability due to a low interest rate environment, could cause (or increase) an underfunded status of our defined benefit pension plans, thereby increasing our obligation to make contributions to the plans. An obligation to make contributions to pension plans could reduce the cash available for working capital and other corporate uses, and may have an adverse impact on our operations, financial condition and liquidity.

The global financial downturn exposes us to credit risks from customers and counterparties.

Consolidations in some of the industries in which our customers operate have created larger customers, some of which are highly leveraged. In addition, competition has increased with the growth in alternative channels through our customer base. These factors have caused some customers to be less profitable and increased our exposure to credit risk. Current credit markets are volatile, and some of our customers and counterparties are highly leveraged. A significant adverse change in the financial and/or credit position of a customer or counterparty could require us to assume greater credit risk relating to that customer or counterparty and could limit our ability to collect receivables. This could have an adverse impact on our financial condition and liquidity.

Our operations may be impaired if our information technology systems fail to perform adequately or if we are the subject of a data breach or cyber attack.

Our information technology systems are critically important to operating our business efficiently. We rely on our information technology systems to manage our business data, communications, supply chain, order entry and fulfillment, and other business processes. The failure of our information technology systems to perform as we anticipate could disrupt our business and could result in transaction errors, processing inefficiencies and the loss of sales and customers, causing our business and results of operations to suffer.

Furthermore, our information technology systems may be vulnerable to security breaches beyond our control. We invest in security technology to protect our data and business processes against risk of data security breaches and cyber attacks. While we believe these measures provide some protection against security breaches and mitigate cybersecurity risks, there can be no assurance that security breaches and cyber attacks will not occur. A breach or successful attack could have a negative impact on our operations or business reputation.

The global nature of our business and the resolution of tax disputes create volatility in our effective tax rate.

As a global business, our tax rate from period to period can be affected by many factors, including changes in tax legislation, our global mix of earnings, the tax characteristics of our income, the timing and recognition of goodwill impairments, acquisitions and dispositions, adjustments to our reserves related to uncertain tax positions, changes in valuation allowances and the portion of the income of foreign subsidiaries that we expect to remit to the U.S. and that will be taxable.

In addition, significant judgment is required in determining our effective tax rate and in evaluating our tax positions. We establish accruals for certain tax contingencies when, despite the belief that our tax return positions are appropriately supported, the positions are uncertain. The tax contingency accruals are adjusted in light of changing facts and circumstances, such as the progress of tax audits, case law and emerging legislation. Our effective tax rate includes the impact of tax contingency accruals and changes to the accruals, including related interest and penalties, as considered appropriate by management. When particular matters arise, a number of years may elapse before such matters are audited and finally resolved. Favorable resolution of such matters could be recognized as a reduction to our effective tax rate in the year of resolution. Unfavorable resolution of any particular issue could increase the effective tax rate and may require the use of cash in the year of resolution.

Climate change may negatively affect our business, financial condition and results of operations.

Unseasonable or unusual weather or long-term climate changes may negatively impact the price or availability of spices, herbs and other raw materials. There is concern that greenhouse gases in the atmosphere may have an adverse impact on global temperatures, weather patterns and the frequency and severity of extreme weather and natural disasters. In the event that such climate change has a negative effect on agricultural productivity or practices, we may be subject to decreased availability or less favorable pricing for certain commodities that are necessary for our products.

Our intellectual property rights, and those of our customers, could be infringed, challenged or impaired, and reduce the value of our products and brands or our business with customers.

We possess intellectual property rights that are important to our business, and we are provided access by certain customers to particular intellectual property rights belonging to such customers. These intellectual property rights include ingredient formulas, trademarks, copyrights, patents, business processes and other trade secrets which are important to our business and relate to some of our products, our packaging, the processes for their production, and the design and operation of equipment used in our businesses. We protect our intellectual property rights, and those of certain customers, globally through a variety of means, including trademarks, copyrights, patents and trade secrets, third-party assignments and nondisclosure agreements, and monitoring of third-party misuses of intellectual property. If we fail to obtain or adequately protect our intellectual property (and the intellectual property of customers to which we have been given access), the value of our products and brands could be reduced and there could be an adverse impact on our business, financial condition and results of operations.

Litigation, legal or administrative proceedings could have an adverse impact on our business, financial condition and results of operations, and damage our reputation.

We are party to a variety of legal claims and proceedings in the ordinary course of business. Since litigation is inherently uncertain, there is no guarantee that we will be successful in defending ourselves against such claims or proceedings, or that management’s assessment of the materiality or immateriality of these matters, including any reserves taken in connection with such matters, will be consistent with the ultimate outcome of such claims or proceedings. In the event that management’s assessment of the materiality or immateriality of current claims and proceedings proves inaccurate, or litigation that is material arises in the future, there may be a material adverse effect on our financial condition. Any adverse publicity resulting from allegations made in litigation claims or legal or administrative proceedings (even if untrue) may also adversely affect our reputation. These factors and others could have an adverse impact on our business, financial condition or results of operations.

Streamlining actions to reduce fixed costs, simplify or improve processes, and improve our competitiveness may have a negative effect on employee relations.

During 2014 and 2013, we evaluated changes to our organization structure to enable us to reduce fixed costs, simplify or improve processes, and improve our competitiveness, and we expect to continue such actions in the future. As a result of such fixed cost reductions and process simplifications or improvements, we may, from time to time, transfer production from one manufacturing facility to another or eliminate certain manufacturing, selling and administrative positions. These actions may result in a deterioration of employee relations at the impacted locations or elsewhere in McCormick.

If we are unable to fully realize the benefits from our Comprehensive Continuous Improvement (CCI) program, our financial results could be negatively affected.

Our future success depends in part on our ability to be an efficient producer in a highly competitive industry. Any failure by us to achieve our planned cost savings and efficiencies under our CCI program, or other similar programs, could have an adverse effect on our business, results of operations and financial position.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

Our principal executive offices and primary research facilities are owned and are located in suburban Baltimore, Maryland.

The following is a list of our principal manufacturing properties, all of which are owned except for the facilities in Commerce, California and Melbourne, Australia, and a portion of the facility in Littleborough, England, which are leased:

United States:
- Hunt Valley, Maryland–consumer and industrial
  (3 principal plants)
- Gretna, Louisiana–consumer and industrial
- South Bend, Indiana–industrial and consumer
- Atlanta, Georgia–industrial
- Commerce, California–consumer
- Irving, Texas–industrial

Canada:
- London, Ontario–consumer and industrial

Mexico:
- Cuautitlan de Romero Rubio–industrial

United Kingdom:
- Haddenham, England–consumer and industrial
- Littleborough, England–industrial

France:
- Carpentras–consumer and industrial
- Monteux–consumer and industrial

Poland:
- Stefanowo–consumer

India:
- New Dehli–consumer

Australia:
- Melbourne–consumer and industrial

China:
- Guangzhou–consumer and industrial
- Shanghai–consumer and industrial
- Wuhan–consumer

In addition to distribution facilities and warehouse space available at our manufacturing facilities, we lease regional distribution facilities in Belcamp, Maryland; Salinas, California; Irving, Texas; Mississauga and London, Ontario, Canada; and Genvilliers, France; and own distribution facilities in Monteux, France. We also own, lease or contract other properties used for manufacturing consumer and industrial products and for sales, warehousing, distribution and administrative functions.

We believe our plants are well maintained and suitable for their intended use. We further believe that these plants generally have adequate capacity or the ability to expand, and can accommodate seasonal demands, changing product mixes and additional growth.

ITEM 3. LEGAL PROCEEDINGS

There are no material pending legal proceedings in which we or any of our subsidiaries are a party or to which any of our or their property is the subject.

ITEM 4. MINE SAFETY DISCLOSURES

Not Applicable.

PART II.

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

We have disclosed in note 18 of the financial statements the information relating to the market price and dividends paid on our classes of common stock. The market price of our common stock at the close of business on December 31, 2014 was $75.96 per share for the Common Stock and $74.30 per share for the Common Stock Non-Voting.

Our Common Stock and Common Stock Non-Voting are listed and traded on the New York Stock Exchange ("NYSE"). The approximate number of holders of our common stock based on record ownership as of December 31, 2014 was as follows:

Title of Class	Approximate Number of Record Holders
Common Stock, no par value	2,000
Common Stock Non-Voting, no par value	9,900

The following table summarizes our purchases of Common Stock (CS) and Common Stock Non-Voting (CSNV) during the fourth quarter of 2014:

ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs
September 1, 2014 to September 30, 2014	CS-0 CSNV-315,000	- $68.59	- 315,000	$160 million
October 1, 2014 to October 31, 2014	CS-17,677 CSNV-345,000	$66.40 $67.65	17,677 345,000	$135 million
November 1, 2014 to November 30, 2014	CS-18,106 CSNV-257,376	$72.22 $72.00	18,106 257,376	$116 million
Total	CS-35,783 CSNV-917,376	$69.34 $69.19	35,783 917,376	$116 million

As of November 30, 2014, approximately $116 million remained of a $400 million share repurchase authorization approved by the Board of Directors in April 2013. There is no expiration date for our repurchase program. The timing and amount of any shares repurchased is determined by our management based on its evaluation of market conditions and other factors. The repurchase program may be suspended or discontinued at any time.

In certain circumstances, we issue shares of CS in exchange for shares of CSNV, or issue shares of CSNV in exchange for shares of CS, in either case pursuant to the exemption from registration provided by Section 3(a)(9) of the Securities Act of 1933, as amended. Typically, these exchanges are made in connection with the administration of our employee benefit plans, executive compensation programs and dividend reinvestment/direct purchase plans. The number of shares issued in an exchange is generally equal to the number of shares received in the exchange, although the number may differ slightly to the extent necessary to comply with the requirements of the Employee Retirement Income Security Act of 1974. During fiscal 2014, we issued 801,705 shares of CSNV in exchange for shares of CS and issued 21,490 shares of CS in exchange for shares of CSNV.

ITEM 6. SELECTED FINANCIAL DATA

HISTORICAL FINANCIAL SUMMARY

(millions except per share and percentage data)	2014	2013	2012	2011	2010
For the Year					
Net sales	$ 4,243.2	$ 4,123.4	$ 4,014.2	$ 3,697.6	$ 3,336.8
Percent increase	2.9%	2.7%	8.6%	10.8%	4.5%
Operating income	603.0	550.5	578.3	540.3	509.8
Income from unconsolidated operations	29.4	23.2	21.5	25.4	25.5
Net income	437.9	389.0	407.8	374.2	370.2
Per Common Share					
Earnings per share–basic	$ 3.37	$ 2.94	$ 3.07	$ 2.82	$ 2.79
Earnings per share–diluted	3.34	2.91	3.04	2.79	2.75
Common dividends declared	1.51	1.39	1.27	1.15	1.06
Closing price, non-voting shares–end of year	74.33	69.00	64.56	48.70	44.01
Book value per share	14.10	14.85	12.83	12.17	11.00
At Year-End					
Total assets	$ 4,414.3	$ 4,449.7	$ 4,165.4	$ 4,087.8	$ 3,419.7
Current debt	270.8	214.1	392.6	222.4	100.4
Long-term debt	1,014.1	1,019.0	779.2	1,029.7	779.9
Shareholders’ equity	1,809.4	1,947.7	1,700.2	1,618.5	1,462.7
Other Financial Measures					
Percentage of net sales					
Gross profit	40.8%	40.4%	40.3%	41.2%	42.5%
Operating income	14.2%	13.4%	14.4%	14.6%	15.3%
Capital expenditures	$ 132.7	$ 99.9	$ 110.3	$ 96.7	$ 89.0
Depreciation and amortization	102.7	106.0	102.8	98.3	95.1
Common share repurchases	244.3	177.4	132.2	89.3	82.5
Average shares outstanding					
Basic	129.9	132.1	132.7	132.7	132.9
Diluted	131.0	133.6	134.3	134.3	134.7

The historical financial summary includes the impact of certain items that affect the comparability of financial results year to year. In 2014 and 2013, we recorded special charges related to the completion of a reorganization in EMEA and streamlining actions in the U.S. and Australian businesses. Also in 2013, we recognized a loss on a voluntary pension settlement in the U.S. In 2010, we had the benefit of the reversal of a significant tax accrual for a closed tax year. This tax accrual was recorded in a prior period based on uncertainties about the tax aspects of transactions related to the reorganization of our European operations and divestment of certain of our joint ventures. The net impact of these items is reflected in the following table:

(millions except per share data)	2014	2013	2012	2011	2010
Operating income	$ (5.2)	$ (40.3)	—	—	—
Net income	(3.7)	(29.2)	—	—	$ 13.9
Earnings per share–diluted	(0.03)	(0.22)	—	—	0.10

ITEM 7. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

The following Management’s Discussion and Analysis of Financial Condition and Results of Operations (MD&A) is intended to help the reader understand McCormick & Company, Incorporated, our operations and our present business environment. MD&A is provided as a supplement to, and should be read in conjunction with, our Consolidated Financial Statements and the accompanying notes thereto contained in Item 8 of this report. We use certain non-GAAP information that we believe is important for purposes of comparison to prior periods and development of future projections and earnings growth prospects. This information is also used by management to measure the profitability of our ongoing operations and analyze our business performance and trends. The dollar and share information in the charts and tables in the MD&A are in millions, except per share data.

McCormick is a global leader in flavor. The company manufactures, markets and distributes spices, seasoning mixes, condiments and other flavorful products to the entire food industry–retail outlets, food manufacturers and foodservice businesses. We manage our business in two operating segments, consumer and industrial, as described in Item 1 of this report.

Our long-term annual growth objectives are to increase sales 4% to 6%, increase operating income 7% to 9% and increase earnings per share 9% to 11%. Over time, we expect to grow sales with similar contributions from: 1) our base business–driven by brand marketing support, customer intimacy and category growth; 2) product innovation; and 3) acquisitions. We are fueling our investment in growth with cost savings from our Comprehensive Continuous Improvement (CCI) program, an ongoing initiative to improve productivity and reduce costs throughout the organization. In addition to funding brand marketing support, product innovation and other growth initiatives, our CCI program helps offset higher material costs and is contributing to higher operating income and earnings per share.

Our business generates strong cash flow, and we have a balanced use of cash. We are using our cash to fund shareholder dividends, with annual increases in each of the past 29 years, and to fund capital expenditures, acquisitions and share repurchases. Each year, we expect a combination of acquisitions and share repurchases to add about 2% to earnings per share growth.

In 2014, we grew net sales 3% with increases in both our consumer and industrial business. This rate of growth was below our long-term goal as a result of challenging conditions in certain parts of our business. In the U.S., our consumer business was impacted by smaller competitors that have gained retail distribution. We are addressing this competition through accelerated innovation, increased brand marketing and the sharing of our analytics with retail customers to help optimize their sales and profitability while simultaneously increasing our sales to those customers. In China, our industrial business was impacted by weak demand from quick service restaurants that related to a product quality issue from a protein supplier. We expect this situation to improve in 2015 as these quick service restaurants have addressed this issue and continue to invest in new restaurant locations in China. Operating income was $603.0 million in 2014. Excluding special charges and in 2013, a loss on a voluntary pension settlement, adjusted operating income rose to $608.2 million from $590.8 million in 2013. This was an increase of 3% and below our long-term objective due in part to a significant increase in brand marketing support and a less favorable mix of business. Diluted earnings per share was $3.34 in 2014. Excluding the effect of the aforementioned special charges and the 2013 loss on voluntary pension settlement, adjusted diluted earnings per share was $3.37 in 2014, an increase of approximately 8% over adjusted diluted earnings per share of $3.13 in 2013. This increase was mainly driven by higher adjusted operating income, higher income from unconsolidated operations and our share repurchases.

McCormick continues to generate strong cash flow. Net cash provided by operating activities reached $503.6 million in 2014, an increase from $465.2 million in 2013. We continued to have a balanced use of cash for capital expenditures, acquisitions and the return of cash to shareholders through dividends and share repurchases. In 2014, that return of cash to our shareholders was a record $436.7 million.

RESULTS OF OPERATIONS—2014 COMPARED TO 2013

	2014	2013
Net sales	$ 4,243.2	$ 4,123.4
Percent growth	2.9 %	2.7 %
Components of percent growth in net sales - increase (decrease):		
Volume and product mix	(0.2)%	0.1 %
Pricing actions	1.9 %	1.5 %
Acquisitions	1.8 %	1.5 %
Foreign exchange	(0.6)%	(0.4)%

Sales for the fiscal year 2014 rose 2.9% from 2013, with growth in both the consumer and industrial segments. Pricing actions, taken in response to increased raw material and packaging costs, added 1.9% to sales. The incremental impact of the Wuhan Asia Pacific Condiments (WAPC) acquisition, completed in mid-2013, accounted for a 1.8% increase to sales, while volume and product mix in the base business reduced sales 0.2%. The impact of foreign exchange rates was unfavorable in 2014, reducing sales by 0.6%.

In 2015, we expect to grow sales in local currency by 4% to 6% from 2014, to include the impact of higher volume and pricing. We expect this range to be significantly reduced as a result of unfavorable foreign currency exchange rates.

	2014	2013
Gross profit	$ 1,730.2	$ 1,665.8
Gross profit margin	40.8%	40.4%

In 2014, gross profit increased 3.9% while gross profit margin rose 40 basis points over the 2013 level to 40.8%. We offset a low single-digit increase in raw material and packaging costs with our pricing actions and CCI cost savings. Our CCI program generated cost savings of $65 million in 2014, of which $54 million lowered cost of goods sold. In 2015, we expect a favorable impact from pricing actions and cost savings, largely offset by a mid-single digit increase in raw material and packaging costs.

	2014	2013
Selling, general & administrative expense (SG&A)	$ 1,122.0	$ 1,075.0
Percent of net sales	26.5%	26.1%

Selling, general and administrative expenses were $1,122.0 million in 2014 compared to $1,075.0 million in 2013, an increase of $47.0 million or 40 basis points as a percentage of net sales. That 40 basis point increase was driven by an $18.8 million increase in our brand marketing support from the 2013 level to $226.6 million in 2014, with 40% of that increase related to digital marketing, which is one of our highest return investments in brand marketing support. In addition, compared to 2013, lower pension and other postretirement benefit expenses in 2014 were partially offset by increased employee incentive compensation expenses in 2014.

	2014	2013
Special charges	$ 5.2	$ 25.0
Loss on voluntary pension settlement	—	15.3

We are evaluating changes to our organization structure to enable us to reduce fixed costs, simplify or improve processes, and improve our competitiveness. Special charges of $5.2 million were recorded in 2014 to enable us to implement these changes. Of the $5.2 million of special charges recorded in 2014, which were principally related to employee severance, $2.1 million related to actions undertaken with respect to the EMEA reorganization announced in late 2013, $1.3 million related to the realignment of certain manufacturing activities in the U.S. industrial business, $1.1 million related to the elimination of certain administrative positions in the U.S. consumer and industrial businesses, and $0.7 million related to the elimination of certain administrative and manufacturing positions in the Australian consumer business.

In late 2013, we announced several reorganization activities in the EMEA region to further improve EMEA's profitability and process standardization while supporting its competitiveness and long-term growth. At that time, we indicated our expectation that we would recognize approximately $27 million of cash and non-cash charges related to this plan, of which $25.0 million in special charges was recognized in 2013, with $15.9 million related to employee severance, $6.4 million for asset write-downs and $2.7 million for other exit costs. Total cash expenditures to implement this EMEA reorganization plan were $10.7 million in 2014. We expect to complete the implementation of this plan in 2015, spending an additional $10 million in cash in that year. See note 3 of the financial statements for further information with respect to special charges recorded in 2014 and 2013.

In addition to the special charges outlined above, we recorded a loss on voluntary pension settlement of $15.3 million in 2013 for the settlement of a portion of our U.S. defined benefit obligation, which reduced the size of our pension obligation and should reduce potential pension volatility in the future. The settlement charge relates to a lump sum distribution elected by certain former U.S. employees in exchange for their deferred vested pension plan benefits. This lump sum payout program was completed in 2013. See note 10 of the financial statements for additional information.

	2014	2013
Interest expense	$ 49.7	$ 53.3
Other income, net	1.1	2.2

Interest expense for 2014 was lower than the prior year, primarily due to the refinancing of long-term debt in the second half of 2013. In August 2013, we issued $250 million of 3.50% notes (at an effective interest rate of 3.30%), the net cash proceeds of which, plus cash on hand, were used to pay off $250 million of 5.25% notes (at an effective interest rate of 5.54%) that matured in September 2013.

	2014	2013
Income from consolidated operations before income taxes	$ 554.4	$ 499.4
Income taxes	145.9	133.6
Effective tax rate	26.3%	26.8%

The effective tax rate declined 50 basis points to 26.3% in 2014 from 26.8% in 2013, primarily as a result of the following factors: Discrete tax benefits were $10.8 million in 2014 compared to $3.9 million in 2013. That increase in 2014 is primarily due to the reversal of previously established reserves for unrecognized tax benefits, net of additional taxes provided, upon the following tax settlements reached during 2014: (1) a settlement with respect to the French taxing authority's audits of the 2007-2013 tax years; and (2) a settlement with respect to the Internal Revenue Service (IRS) examination of our U.S. federal income tax return for the 2007 and 2008 tax years. Discrete tax benefits in 2013 of $3.9 million resulted from the 2013 recognition of a 2012 U.S. research tax credit and reversal of valuation allowances for two subsidiaries originally established against net operating losses. During 2013, a new law was enacted that retroactively granted the research tax credit in 2012 and allowed for a research tax credit in 2013. No research tax credit was recognized in 2014 as the tax law which retroactively granted the research tax credit for 2014 was not enacted until after the company's 2014 fiscal year end. See note 12 of the financial statements for a reconciliation of the U.S. federal tax rate with the effective tax rate.

In November 2012, we deposited $18.8 million with the IRS to stop any potential interest on proposed adjustments associated with the IRS examination of our U.S. federal income tax returns for the 2007 and 2008 tax years. In November 2014, $14.9 million of that deposit was refunded to us upon our settlement with the IRS.

We expect the effective tax rate in 2015 to range from 27% to 28%.

	2014	2013
Income from unconsolidated operations	$ 29.4	$ 23.2

Income from unconsolidated operations rose $6.2 million in 2014 compared to 2013, which was a 26.7% increase. This increase is attributable to our largest joint venture, McCormick de Mexico, which benefited in 2014 from its transition to a more efficient manufacturing facility and from lower commodity costs.

In 2014, our 50% interest in the McCormick de Mexico joint venture represented 64% of the sales and 91% of the net income of our unconsolidated joint ventures. We own 50% of most of our other unconsolidated joint ventures.

We reported diluted earnings per share of $3.34 in 2014, compared to $2.91 in 2013. The following table outlines the major components of the change in diluted earnings per share from 2013 to 2014:

2013 Earnings per share—diluted	$	2.91
Impact of reduction in special charges and loss on voluntary pension settlement		0.19
Increase in adjusted operating income		0.09
Impact of lower shares outstanding		0.07
Increase in income from unconsolidated operations		0.04
Decrease in effective income tax rate		0.02
Lower interest expense		0.02
2014 Earnings per share—diluted	$	3.34

We measure segment performance based on operating income excluding special charges and, in 2013, the loss on voluntary pension settlement as these activities are managed separately from the business segments.

Consumer Business

	2014	2013
Net sales	$ 2,625.5	$ 2,538.0
Percent growth	3.4 %	5.1 %
Components of percent growth in net sales - increase (decrease):		
Volume and product mix	(1.1)%	1.0 %
Pricing actions	2.0 %	1.7 %
Acquisitions	2.9 %	2.5 %
Foreign exchange	(0.4)%	(0.1)%
Operating income, excluding special charges and loss on voluntary pension settlement	$ 474.3	$ 472.3
Operating income margin, excluding special charges and loss on voluntary pension settlement	18.1 %	18.6 %

We grew sales in the consumer business 3.4% in 2014 from 2013. This growth rate included a 2.9% increase due to the mid-2013 acquisition of WAPC and a 2.0% increase due to higher price, offset in part by a 1.1% decline in volume and product mix and 0.4% decline from unfavorable foreign exchange rates in 2014 from 2013.

In the Americas, consumer business sales declined 0.7%. Although higher pricing added 1.6%, a decline in volume and product mix reduced sales 1.6% and unfavorable foreign exchange rates reduced sales 0.7%. In the latter part of 2013, our sales growth was hampered as smaller competitors gained category share. This competitive activity persisted in 2014. Throughout 2014, we had actions underway to regain momentum with this part of our business that included additional brand marketing support, accelerated innovation and working with our retail customers to optimize their spices and seasonings and their recipe mix categories while simultaneously increasing sales of our products to these customers. We are making progress and have gained category share in 2014 in recipe mixes, driven in part by new grilling products, gluten-free products and liquid skillet sauces. In 2014, our category share of spices and seasonings had a further decline, although we expect better results in 2015 as we continue with our actions to improve the performance of our consumer business in the Americas.

In EMEA, consumer business sales increased 3.3%, with 2.0% added by pricing and 1.5% added by favorable foreign currency exchange rates. Volume and product mix declined slightly, reducing sales by 0.2%. While we had success with new product introductions, increased brand marketing and distribution gains, economic conditions across the region remained challenging. Our innovation activity in 2014 included the roll-out of Flavour Shots in the U.K., dessert items in France and additional recipe mixes in Poland. In this region, higher brand marketing support was devoted to building awareness and trial of new products, as well as digital marketing.

In the Asia/Pacific region, sales rose 31.2%. Our mid-2013 acquisition of WAPC added 28.2% to net sales, pricing actions added 4.0%, and base business volume and product mix added 2.2%, while unfavorable foreign currency exchange rates lowered sales 3.2%. We achieved a double-digit increase in our base business volume and product mix in China. However, crop shortages of basmati rice led to another year of steep increases in cost and pricing of basmati rice in India during 2014, and a subsequent decline in our sales volume as consumers turned toward lower cost rice varieties.

Consumer business operating income, excluding special charges and, for 2013, loss on voluntary pension settlement, rose 0.4% to $474.3 million from $472.3 million in 2013. Higher sales and CCI cost savings contributed to this profit growth, but were largely offset by higher material costs and a $16.8 million increase in brand marketing support. Operating income margin, excluding the impact of special charges and the 2013 loss on voluntary pension settlement, was 18.1% in 2014 compared to 18.6% in 2013. This reduction was due, in part, to the higher brand marketing support and the mix of business across regions, as sales in international markets grew at a faster rate than in the U.S., where our profit margin is higher due to larger scale and less complexity.

Industrial Business

	2014	2013
Net sales	$ 1,617.7	$ 1,585.4
Percent change - increase (decrease)	2.0 %	(0.8)%
Components of percent growth in net sales - increase (decrease):		
Volume and product mix	0.9 %	(1.2)%
Pricing actions	1.8 %	1.2 %
Foreign exchange	(0.7)%	(0.8)%
Operating income, excluding special charges and loss on voluntary pension settlement	$ 133.9	$ 118.5
Operating income margin, excluding special charges and loss on voluntary pension settlement	8.3 %	7.5 %

We grew sales for the industrial business 2.0% in 2014. Pricing actions taken to offset the impact of higher material costs added 1.8% and volume and product mix added 0.9%. Unfavorable foreign exchange rates decreased sales 0.7%. The growth in volume and product mix was led by sales of snack seasonings in the Americas and sales to quick service restaurants in our EMEA region.

In the Americas, industrial business sales rose 0.4%. Pricing added 1.0% and volume and product mix added 0.3% to sales, offset in part by unfavorable foreign currency exchange rates that lowered sales 0.9%. Innovation and category growth drove increased sales of seasonings for snack products and we also grew sales of branded foodservice items in 2014. However, demand from quick service restaurants was weak in the U.S. in 2014. This weakness is likely to extend into the first part of 2015.

In EMEA, we grew industrial business sales 9.3%, with a 5.0% increase from pricing actions, a 3.2% increase in volume and product mix, and a 1.1% increase from favorable foreign exchange rates. Demand from quick service restaurants remained robust, and we met this demand with products that we supply from our facilities in the U.K., Turkey and South Africa.

In the Asia/Pacific region, industrial business sales declined by 0.5%. While pricing actions added 1.0% and higher volume and product mix added 0.9%, unfavorable foreign exchange rates reduced sales 2.4%. Sales to quick service restaurants in China were adversely impacted by consumer concerns regarding quality issues from a supplier of protein in 2014 and regarding avian flu in 2013. In 2015, we expect demand from these quick service restaurant customers to improve in China as they address these issues and continue to expand the number of restaurant locations.

Industrial business operating income, excluding special charges and, for 2013, loss on voluntary pension settlement, was $133.9 million compared to $118.5 million in 2013. Higher sales, the benefit of CCI cost savings and a more favorable mix of business, more than offset increased material costs and a $2.0 million increase in marketing support for branded foodservice items. Industrial business operating income margin, excluding the impact of special charges and the 2013 loss on voluntary pension settlement, was 8.3% in 2014 compared to 7.5% in 2013.

RESULTS OF OPERATIONS—2013 COMPARED TO 2012

	2013	2012
Net sales	$ 4,123.4	$ 4,014.2
Percent growth	2.7 %	8.6 %
Components of percent growth in net sales - increase (decrease):		
Volume and product mix	0.1 %	1.4 %
Pricing actions	1.5 %	4.4 %
Acquisitions	1.5 %	4.3 %
Foreign exchange	(0.4)%	(1.5)%

Sales for the fiscal year 2013 rose 2.7% from 2012, with growth in the consumer segment partially offset by a decline in the industrial segment. Pricing actions, taken in response to increased raw material and packaging costs, added 1.5% to sales. The incremental impact of the WAPC acquisition, completed in mid-2013, accounted for a 1.5% increase to sales, and increased volume and product mix in the base business added 0.1% to sales. The impact of foreign exchange rates was unfavorable in 2013, reducing sales by 0.4%.

	2013	2012
Gross profit	$ 1,665.8	$ 1,617.8
Gross profit margin	40.4%	40.3%

In 2013, gross profit increased 3.0% while gross profit margin rose 10 basis points. We were able to offset the dollar impact of 3% inflation in raw material and packaging costs with our pricing actions and CCI cost savings. In 2013, CCI cost savings totaled $63 million, of which $48 million lowered cost of goods sold.

	2013	2012
Selling, general & administrative expense (SG&A)	$ 1,075.0	$ 1,039.5
Percent of net sales	26.1%	25.9%

Selling, general and administrative expenses were $1,075.0 million in 2013 compared to $1,039.5 million in 2012, an increase of $35.5 million or 20 basis points as a percentage of net sales. Retirement benefit expense increased $20.0 million in 2013 largely as a result of a lower interest rate environment at the November 30, 2012 pension measurement date which negatively impacted 2013 expense. Of the increase in retirement benefit expense, approximately 60% impacted selling, general and administrative expenses. In addition, we increased our brand marketing support by $9.6 million to $207.8 million in 2013, with about half of the increase in digital marketing, which is one of our highest return investments in brand marketing support.

	2013
Special charges	$ 25.0
Loss on voluntary pension settlement	15.3

In 2013, we announced several reorganization activities in the EMEA region and our expectation that we would record approximately $27 million of cash and non-cash charges related to this plan. For 2013, we recorded $25.0 million of special charges, with $15.9 million related to employee severance, $6.4 million for asset write-downs and $2.7 million for other exit costs. We expect to complete the implementation of this plan in 2015. See note 3 of the financial statements for additional information.

In addition to the $25.0 million in special charges outlined above, we recorded a loss on voluntary pension settlement of $15.3 million in 2013 for the settlement of a portion of our U.S. defined benefit obligation, which reduced the size of our pension obligation and should reduce potential pension volatility in the future. The settlement charge relates to a lump sum distribution elected by certain former U.S. employees in exchange for their deferred vested pension plan benefits. This lump sum payout program was completed in 2013. See note 10 of the financial statements for additional information.

	2013	2012
Interest expense	$ 53.3	$ 54.6
Other income, net	2.2	2.4

Interest expense for 2013 was lower than the prior year. Most of this decrease is due to the impact of lower average debt balances for 2013 compared to 2012, and was partially aided by slightly lower average interest rates in 2013. The higher average debt balances in 2012 were due to the acquisitions completed late in 2011.

	2013	2012
Income from consolidated operations before income taxes	$ 499.4	$ 526.1
Income taxes	133.6	139.8
Effective tax rate	26.8%	26.6%

Discrete tax benefits in 2013 were $3.9 million compared to $2.0 million in 2012. The increase in 2013 was due to the 2013 recognition of a 2012 U.S. research tax credit and reversal of valuation allowances for two subsidiaries originally established against net operating losses. A new law was enacted in 2013 that retroactively granted the research tax credit in 2012.

Tax expense for 2012 benefited from U.S. foreign tax credits that reduced tax expense by $9.7 million due to the repatriation of $70 million of cash from foreign subsidiaries. While no such benefit or repatriation occurred in 2013, tax expense in 2013 as a percentage of pre-tax income approximated the 2012 level due primarily to certain favorable items in 2013, which included the utilization of non-U.S. operating losses, lower state and local income taxes, and the inclusion of the U.S. research tax credit for 2013, as well as the increase in discrete tax benefits described above.

In addition, see note 12 of the financial statements for a reconciliation of the U.S. federal statutory tax rate with the effective tax rate.

	2013	2012
Income from unconsolidated operations	$ 23.2	$ 21.5

Income from unconsolidated operations increased $1.7 million in 2013 compared to 2012. Most of this increase was attributable to our largest joint venture, McCormick de Mexico, through strong sales growth, along with improved performance by our Eastern Condiments joint venture in India.

In 2013, our McCormick de Mexico joint venture represented 63% of the sales and 78% of the net income of our unconsolidated joint ventures.

We reported diluted earnings per share of $2.91 in 2013, compared to $3.04 in 2012. The following table outlines the major components of the change in diluted earnings per share from 2012 to 2013:

2012 Earnings per share—diluted	$ 3.04
Impact of special charge and loss on voluntary pension settlement	(0.22)
Increase in adjusted operating income	0.06
Impact of lower shares outstanding	0.02
Increase in income from unconsolidated operations	0.01
Increase in effective income tax rate	(0.01)
Lower interest expense	0.01
2013 Earnings per share—diluted	$ 2.91

We measure segment performance based on operating income excluding special charges and the loss on a voluntary pension settlement as these activities are managed separately from the business segments.

Consumer Business

	2013	2012
Net sales	$ 2,538.0	$ 2,415.3
Percent growth	5.1 %	9.8 %
Components of percent growth in net sales - increase (decrease):		
Volume and product mix	1.0 %	0.3 %
Pricing actions	1.7 %	3.7 %
Acquisitions	2.5 %	7.2 %
Foreign exchange	(0.1)%	(1.4)%
Operating income, excluding special charges and loss on voluntary pension settlement	$ 472.3	$ 456.1
Operating income margin, excluding special charges and loss on voluntary pension settlement	18.6 %	18.9 %

We grew sales in the consumer business 5.1% in 2013 from 2012, which included a 2.5% increase due to the mid-2013 acquisition of WAPC, a 1.7% increase due to higher price, and a 1.0% increase from higher volumes and improved product mix. The effect of foreign exchange rates in 2013 from 2012 was slightly unfavorable, reducing sales by 0.1%.

In the Americas, consumer business sales rose 2.4%, with volume and product mix adding 1.7%, higher pricing adding 0.9% and unfavorable foreign exchange rates lowering sales by 0.2%. Higher volume and product mix was the result of new product introductions and increased brand marketing. In 2013, our new product launches included grilling items, premium recipe mixes, authentic Hispanic rice mixes and new varieties of Lawry's, Zatarain's and Simply Asia brand products in the U.S. In Canada, we had particular success with gluten-free gravy mixes, introduced new grilling items and imported products from our business in China and affiliate in the Philippines. Across the Americas region, a portion of our incremental brand marketing support was in support of our new products and seasonal events. We also increased our digital marketing activity, which offers a more personalized way to interact with consumers. While we made good progress with these growth initiatives which contributed to strong consumer demand for spices and seasonings throughout 2013, our U.S. sales slowed in the second half of the year. During this period, private label and smaller competitors gained category share. In 2014, we had actions underway to regain momentum with this part of our business that include a significant increase in brand marketing support, accelerated innovation and improved agility in the marketplace.

In EMEA, consumer business sales increased 3.3%, with pricing and favorable foreign currency exchange rates each adding 1.3%, and higher volume and product mix adding 0.7%. While we had success with new product introductions, increased brand marketing and distribution gains, economic conditions across the region remained challenging. Our innovation in 2013 included the development and introduction of recipe mixes in France and Poland, the launch of grilling items in a number of markets, and new varieties of Vahiné brand dessert items. As in the Americas, higher brand marketing support was devoted to building awareness and trial of new products and towards digital marketing.

In the Asia/Pacific region, sales rose 32.6%. The impact of our 2013 acquisition of WAPC added 30.6% to net sales, pricing added 10.0%, base business volume and product mix declined 4.7% and unfavorable foreign currency exchange rates lowered sales by 3.3%. We achieved a double-digit increase in our base business volume and product mix in China. However, crop shortages of basmati rice led to a steep increase in cost and pricing of basmati rice in India during 2013, and a subsequent decline in our sales volume as consumers turned toward lower cost rice varieties.

Consumer business operating income, excluding special charges and loss on voluntary pension settlement, rose to $472.3 million from $456.1 million in 2012, a 3.6% increase. The growth in operating income was the result of higher sales and CCI savings, offset, in part, by higher retirement benefit expense, a $6.9 million increase in brand marketing support, $4.3 million of transaction costs related to the acquisition of WAPC and higher material costs. Operating income margin, excluding the impact of special charges and loss on voluntary pension settlement, was 18.6% in 2013 compared to 18.9% in 2012. This reduction was due, in part, to the mix of business across regions, as sales in international markets grew at a faster rate than in the U.S., where our profit margin is higher due to larger scale and less complexity.

Industrial Business

	2013	2012
Net sales	$ 1,585.4	$ 1,598.9
Percent change - increase (decrease)	(0.8)%	6.8 %
Components of percent change in net sales - increase (decrease):		
Volume and product mix	(1.2)%	3.1 %
Pricing actions	1.2 %	5.3 %
Foreign exchange	(0.8)%	(1.6)%
Operating income, excluding special charges and loss on voluntary pension settlement	$ 118.5	$ 122.2
Operating income margin, excluding special charges and loss on voluntary pension settlement	7.5 %	7.6 %

Sales for the industrial business declined 0.8% in 2013. Pricing actions taken to offset the impact of higher material costs added 1.2%, while volume and product mix lowered sales by 1.2% and unfavorable foreign exchange rates decreased sales 0.8%. The decline in volume and product mix was largely attributable to weak demand from quick service restaurants in the U.S. and China. In the U.S., sales to quick service restaurants were impacted by lower restaurant traffic and customer emphasis on menu items for which McCormick is not a leading supplier. In China, consumer concerns, including avian flu, led to reduced demand for poultry throughout most of 2013. As a leading supplier of coatings and seasonings for chicken, this adversely impacted our sales in 2013.

In the Americas, industrial business sales declined 1.7%. While pricing added 1.2% to sales and favorable foreign currency exchange rates added 0.1%, lower volume and product mix reduced sales 3.0%. Innovation and category growth drove increased sales of seasonings for snack products and sales of branded foodservice items were steady in 2013. However, as indicated, demand from quick service restaurants was weak in the U.S. in 2013.

In EMEA, industrial business sales rose 1.4%, with a 3.9% increase in volume and product mix as well as a 2.0% increase from pricing actions. These increases were partially offset by unfavorable foreign exchange rates that reduced sales by 4.5%. Demand from quick service restaurants remained robust, and we met this demand with products that we supply from our facilities in the U.K., Turkey and South Africa.

Industrial business sales in the Asia/Pacific region rose slightly, increasing by 0.2%. Higher volume and product mix added 0.6% and was largely offset by lower pricing of 0.1% and unfavorable foreign exchange rates of 0.3%. Product innovation in other parts of the region largely offset the weaker demand from quick service restaurants in China that was previously described. By the end of our fiscal year 2013, the situation in China had improved.

Industrial business operating income, excluding special charges and loss on voluntary pension settlement, was $118.5 million compared to $122.2 million in 2012. The benefit of CCI cost savings was more than offset by higher retirement benefit expense, increased material costs and a $2.7 million increase in marketing support for branded foodservice items. Industrial business operating income margin, excluding the impact of special charges and loss on voluntary pension settlement, was 7.5% in 2013 compared to 7.6% in 2012.

NON-GAAP FINANCIAL MEASURES

The tables below include financial measures of adjusted operating income, adjusted net income and adjusted diluted earnings per share, each excluding the impact of special charges in 2014 and 2013, and loss on voluntary pension settlement in 2013. There were no adjustments to 2012 financial results. These represent non-GAAP financial measures, which are prepared as a complement to our financial results prepared in accordance with United States generally accepted accounting principles. We believe this non-GAAP information is important for purposes of comparison to prior periods and development of future projections and earnings growth prospects. This information is also used by management to measure the profitability of our ongoing operations and analyze our business performance and trends.

Special charges of $5.2 million were recorded in 2014 to enable us to implement changes to our organization structure in order to reduce fixed costs, simplify or improve processes, and improve our competitiveness. Of the $5.2 million of special charges recorded in 2014, $2.1 million related to actions undertaken with respect to the EMEA reorganization announced in 2013, $1.3 million related to the realignment of manufacturing activities in the U.S. industrial business, and $1.1 million and $0.7 million related to the elimination of administrative and/or manufacturing positions in the consumer and industrial businesses in the U.S. and Australia, respectively.

In 2013, we recorded $25.0 million of special charges related to reorganization activities in the EMEA region and $15.3 million of loss on voluntary pension settlement related to our U.S. pension plan for a lump sum distribution to former employees in exchange for their deferred vested pension plan benefits.

We are treating these special charges and loss on voluntary pension settlement as adjustments to our operating income, net income and diluted earnings per share. We are providing non-GAAP results that exclude the impact of these special charges and loss on voluntary pension settlement as it allows for a better comparison of 2014 financial results to 2013 and 2012. See notes 3 and 10 of the financial statements for additional information on the special charges and the loss on voluntary pension settlement, respectively.

These non-GAAP measures may be considered in addition to results prepared in accordance with GAAP, but they should not be considered a substitute for, or superior to, GAAP results. We intend to continue to provide these non-GAAP financial measures as part of our future earnings discussions and, therefore, the inclusion of these non-GAAP financial measures will provide consistency in our financial reporting. A reconciliation of these non-GAAP measures to GAAP financial results is provided below.

	2014	2013	2012
Operating income	$ 603.0	$ 550.5	$ 578.3
Impact of special charges and loss on voluntary pension settlement	5.2	40.3	—
Adjusted operating income	$ 608.2	$ 590.8	$ 578.3
% increase versus prior year	2.9%	2.2%	7.0%
Net income	$ 437.9	$ 389.0	$ 407.8
Impact of special charges and loss on voluntary pension settlement	3.7	29.2	—
Adjusted net income	$ 441.6	$ 418.2	$ 407.8
% increase versus prior year	5.6%	2.6%	9.0%
Earnings per share—diluted	$ 3.34	$ 2.91	$ 3.04
Impact of special charges and loss on voluntary pension settlement	0.03	0.22	—
Adjusted earnings per share—diluted	$ 3.37	$ 3.13	$ 3.04
% increase versus prior year	7.7%	3.0%	9.0%

In addition to the above non-GAAP measures, we use total debt to adjusted earnings before interest, tax, depreciation and amortization (adjusted EBITDA) as a measure of leverage. We define adjusted EBITDA as net income plus expenses of interest, income taxes, depreciation and amortization, special charges and loss on voluntary pension settlement. Adjusted EBITDA and the ratio of total debt to adjusted EBITDA are both non-GAAP financial measures. This ratio measures our ability to repay outstanding debt obligations. Our target for total debt to adjusted EBITDA, excluding the temporary impact from acquisition activity, is 1.5 to 1.8. We believe that total debt to adjusted EBITDA is a meaningful metric to investors in evaluating our financial leverage and may be different than the method used by other companies to calculate total debt to adjusted EBITDA.

The following table reconciles our adjusted EBITDA to our net income:

	2014	2013	2012
Net income	$ 437.9	$ 389.0	$ 407.8
Special charges and loss on voluntary pension settlement	5.2	40.3	—
Depreciation and amortization	102.7	106.0	102.8
Interest expense	49.7	53.3	54.6
Income tax expense	145.9	133.6	139.8
Adjusted EBITDA	$ 741.4	$ 722.2	$ 705.0
Total debt	$ 1,284.9	$ 1,233.1	$ 1,171.8
Total debt/adjusted EBITDA	1.73	1.71	1.66

LIQUIDITY AND FINANCIAL CONDITION

	2014	2013	2012
Net cash provided by operating activities	$ 503.6	$ 465.2	$ 455.0
Net cash used in investing activities	(131.6)	(239.7)	(109.0)
Net cash used in financing activities	(348.9)	(245.9)	(324.3)

We generate strong cash flow from operations which enables us to fund operating projects and investments that are designed to meet our growth objectives, increase our dividend, fund capital projects and make share repurchases when appropriate. In 2015, we expect to continue our share repurchase activity and fund all or a portion of possible future acquisitions with cash flow from operations.

In the cash flow statement, the changes in operating assets and liabilities are presented excluding the effects of changes in foreign currency exchange rates, as these do not reflect actual cash flows. Accordingly, the amounts in the cash flow statement do not agree with changes in the operating assets and liabilities that are presented in the balance sheet.

The reported values of our assets and liabilities held in our non-U.S. subsidiaries and affiliates can be significantly affected by fluctuations in foreign exchange rates between periods. At November 30, 2014, the exchange rate for the Euro, British pound sterling, Canadian dollar, Polish zloty and Australian dollar were lower versus the U.S. dollar than at November 30, 2013.

Operating Cash Flow – Operating cash flow was $503.6 million in 2014, $465.2 million in 2013 and $455.0 million in 2012. The variability between years is due in part to changes in pension contributions, which were $16.8 million in 2014, $42.7 million in 2013 and $104.3 million in 2012. These contributions include payments to unfunded plans. We did not make any contribution to our major U.S. pension plan in 2014 as the plan was already funded within our company funding guidelines. The change in inventory also had an impact on the variability in cash flow from operations, as it was a use of cash in 2014 and 2013 and a modest source of cash in 2012. Higher adjusted net income, which excludes the impact of special charges in 2014 and 2013 and the loss on voluntary pension settlement in 2013, in 2014 compared to 2013 and in 2013 compared to 2012 was also a factor in the increased cash flow from operations in 2014 and in 2013, respectively.

In addition to operating cash flow, we also use cash conversion cycle (CCC) to measure our working capital management. This metric is different than operating cash flow in that it uses average balances instead of specific point in time measures. CCC is a calculation of the number of days, on average, that it takes us to convert a cash outlay for resources, such as raw materials, to a cash inflow from collection of accounts receivable. Our goal is to lower our CCC over time. We calculate CCC as follows:

Days sales outstanding (average trade accounts receivable divided by average daily net sales) plus days in inventory (average inventory divided by average daily cost of goods sold) less days payable outstanding (average trade accounts payable divided by average daily cost of goods sold plus the average daily change in inventory).

The following table outlines our cash conversion cycle (in days) over the last three years:

	2014	2013	2012
Cash Conversion Cycle	91.4	84.8	82.1

The increase in CCC from 2013 to 2014 is mainly due to an increase in our days in inventory as a result of increased strategic raw material inventory. In the future we expect to reduce CCC by decreasing our days in inventory. The increase in CCC from 2012 to 2013 is due to an increase in our days sales outstanding and a decrease in our days payable outstanding. The increase in days sales outstanding was due in part to a greater customer response in 2013 to our U.S. holiday display program, which includes extended terms, than in 2012.

Investing Cash Flow – Net cash used in investing activities was $131.6 million in 2014, $239.7 million in 2013 and $109.0 million in 2012. The variability between years is principally a result of cash usage related to our acquisitions of businesses and joint venture interests, which amounted to $142.3 million in 2013. We did not make any acquisitions in either 2014 or 2012. See note 2 of the financial statements for further details related to the 2013 acquisition. Capital expenditures were $132.7 million in 2014, $99.9 million in 2013 and $110.3 million in 2012. We expect 2015 capital expenditures to range between $130 million and $140 million.

Financing Cash Flow – Net cash used in financing activities was $348.9 million in 2014, $245.9 million in 2013 and $324.3 million in 2012. The variability between years is principally a result of share repurchase and dividend activity, described below, and of changes in our net borrowing activity. In 2014 and 2013, our net borrowing activity provided cash of $56.1 million and $66.7 million, respectively. In 2013, we received net cash proceeds of $246.2 million from our issuance of $250 million of 3.50% notes due 2023. We used these net proceeds, together with cash on hand, to repay $250 million of maturing 5.25% notes and $1.4 million of other long-term debt, and we increased our net short-term borrowings by $71.9 million in 2013. In 2012, our net borrowing activity used cash of $80.5 million, due principally to a $76.6 million net reduction in short-term borrowings.

The following table outlines the activity in our share repurchase programs (in millions):

	2014	2013	2012
Number of shares of common stock	3.6	2.7	2.4
Dollar amount	$ 244.3	$ 177.4	$ 132.2

As of November 30, 2014, $116 million remained of a $400 million share repurchase program that was authorized by our Board of Directors in April 2013. During the fourth quarter of 2013, we completed a previous $400 million share repurchase program that had been authorized in June 2010.

The common stock issued in 2014, 2013 and 2012 relates to our stock compensation plans.

Our dividend history over the past three years is as follows:

	2014	2013	2012
Total dividends paid	$ 192.4	$ 179.9	$ 164.7
Dividends paid per share	1.48	1.36	1.24
Percentage increase per share	8.8%	9.7%	10.7%

In November 2014, the Board of Directors approved an 8.1% increase in the quarterly dividend from $0.37 to $0.40 per share. During the past five years, dividends per share have risen at a compound annual rate of 9.0%.

	2014	2013	2012
Total debt/adjusted EBITDA	1.73	1.71	1.66

For 2014, our total debt has increased slightly over the prior year to bring the ratio of total debt to adjusted EBITDA to 1.73. The increase was due to higher short-term borrowings to fund strategic purchases of inventory.
The changes in our total debt to adjusted EBITDA from 2012 to 2013 are mainly due to changes in our debt in conjunction with acquisition activity and the subsequent reduction of that debt. In 2011, we increased our debt levels to help fund our Kohinoor, Kamis and Kitchen Basics® acquisitions. During 2012, the debt associated with these acquisitions was reduced to bring our total debt to adjusted EBITDA within our target range of 1.5 to 1.8. For 2013, our EBITDA is lower due to the impact of the special charges and loss on voluntary pension settlement. Excluding the impact of special charges and loss on voluntary pension settlement, adjusted EBITDA for 2013 was $722.2 million and the ratio of total debt to adjusted EBITDA was 1.71.

Most of our cash is in our foreign subsidiaries. We manage our worldwide cash requirements by considering available funds among the many subsidiaries through which we conduct our business and the cost effectiveness with which those funds can be accessed. The permanent repatriation of cash balances from certain of our subsidiaries could have adverse tax consequences; however, those balances are generally available without legal restrictions to fund ordinary business operations, capital projects and future acquisitions. At November 30, 2014, we temporarily used $201.4 million of cash from our foreign subsidiaries to pay down short-term debt in the U.S. The average short-term borrowings outstanding for the years ended November 30, 2014 and 2013 were $423.7 million and $390.7 million, respectively. The total average debt outstanding for the years ended November 30, 2014 and 2013 was $1,428.7 million and $1,395.7 million, respectively.

In November 2012 and in April and August 2013, we entered into a total of $175 million of forward-starting interest rate swap and Treasury rate lock agreements to manage our interest rate risk associated with the anticipated issuance of fixed rate notes in August 2013. We cash settled all of these agreements, which were designated as cash flow hedges, for a gain of $9.0 million simultaneous with the issuance of the notes at an all-in effective fixed rate of 3.30% on the full $250 million of debt. The gain on these agreements is deferred in accumulated other comprehensive income and will be amortized to reduce interest expense over the life of the notes. Hedge ineffectiveness of these agreements was not material.

See notes 6 and 7 of the financial statements for further details of these transactions.

Credit and Capital Markets – Global credit and capital markets continued to improve in 2014. The following summarizes the more significant impacts of credit and capital markets on our business:

CREDIT FACILITIES – Cash flows from operating activities are our primary source of liquidity for funding growth, share repurchases, dividends and capital expenditures. We also rely on our revolving credit facility, or borrowings backed by this facility, to fund seasonal working capital needs and other general corporate requirements.

Our major revolving credit facility has a total committed capacity of $600 million, which expires in 2016. We generally use this facility to support our issuance of commercial paper. If the commercial paper market is not available or viable, we could borrow directly under our revolving credit facility. The facility is made available by a syndicate of banks, with various commitments per bank. If any of the banks in this syndicate are unable to perform on their commitments, our liquidity could be impacted, which could reduce our ability to grow through funding of seasonal working capital. In addition to our committed revolving credit facility, we have uncommitted credit facilities for $125.4 million as of November 30, 2014 that will expire in 2015. We engage in regular communication with all of the banks participating in our credit facilities. During these communications, none of the banks have indicated that they may be unable to perform on their commitments. In addition, we periodically review our banking and financing relationships, considering the stability of the institutions and other aspects of the relationships. Based on these communications and our monitoring activities, we believe our banks will perform on their commitments. See also note 6 of the financial statements for more details on our financing arrangements. We believe that our internally generated funds and the existing sources of liquidity under our credit facilities are sufficient to fund ongoing operations.

PENSION ASSETS AND OTHER INVESTMENTS – We hold investments in equity and debt securities in both our qualified defined benefit pension plans and through a rabbi trust for our nonqualified defined benefit pension plan. Cash payments to pension plans, including unfunded plans, were $16.8 million in 2014, $42.7 million in 2013 and $104.3 million in 2012. Our cash contributions in 2012 included a $35 million contribution made late in the fiscal year to bring the pension plan's funding status within our company guidelines. It is expected that the 2015 total pension plan contributions will be approximately $16 million primarily for international plans. Future increases or decreases in pension liabilities and required cash contributions are highly dependent on changes in interest rates and the actual return on plan assets. We base our investment of plan assets, in part, on the duration of each plan’s liabilities. Across all of our qualified defined benefit pension plans, approximately 66% of assets are invested in equities, 25% in fixed income investments and 9% in other investments. Assets in the rabbi trust are primarily invested in corporate-owned life insurance, the value of which approximates an investment mix of approximately 50% in equities and 50% in fixed income investments. See also note 10 of the financial statements, which provides details on our pension funding.

CUSTOMERS AND COUNTERPARTIES – See the subsequent section of this discussion under Market Risk Sensitivity–Credit Risk.

ACQUISITIONS

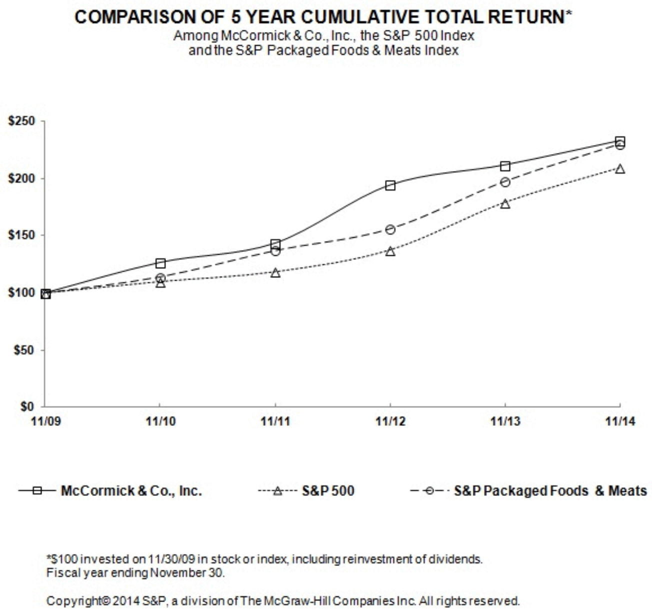
Acquisitions are part of our strategy to increase sales and profits. We have a particular interest in emerging markets.

In 2013, we purchased the assets of Wuhan Asia-Pacific Condiments Co. Ltd. (WAPC), a privately held company based in China, for $144.8 million, which included $142.3 million of cash paid, net of closing adjustments, and the assumption of $2.5 million of liabilities. The acquisition was financed with a combination of cash and debt. WAPC, included in our consumer business segment, manufactures and markets DaQiao and ChuShiLe® brand bouillon products, which have a leading position in the central region of China.

See note 2 of the financial statements for further details of this acquisition.

PERFORMANCE GRAPH—SHAREHOLDER RETURN

Below is a line graph comparing the yearly change in McCormick’s cumulative total shareholder return (stock price appreciation plus reinvestment of dividends) on McCormick’s Non-Voting Common Stock with (1) the cumulative total return of the Standard & Poor’s 500 Stock Price Index, assuming reinvestment of dividends, and (2) the cumulative total return of the Standard & Poor’s Packaged Foods & Meats Index, assuming reinvestment of dividends.



MARKET RISK SENSITIVITY

We utilize derivative financial instruments to enhance our ability to manage risk, including foreign exchange and interest rate exposures, which exist as part of our ongoing business operations. We do not enter into contracts for trading purposes, nor are we a party to any leveraged derivative instrument. The use of derivative financial instruments is monitored through regular communication with senior management and the utilization of written guidelines. The information presented below should be read in conjunction with notes 6 and 7 of the financial statements.

Foreign Exchange Risk – We are exposed to fluctuations in foreign currency in the following main areas: cash flows related to raw material purchases; the translation of foreign currency earnings to U.S. dollars; the value of foreign currency investments in subsidiaries and unconsolidated affiliates and cash flows related to repatriation of these investments. Primary exposures include the U.S. dollar versus the Euro, British pound sterling, Canadian dollar, Polish zloty, Australian dollar, Mexican peso, Chinese renminbi, Indian rupee, Thai baht and Swiss franc, as well as the British pound sterling versus the Euro. We routinely enter into foreign currency exchange contracts to manage certain of these foreign currency risks.

During 2014, the foreign currency translation component in other comprehensive income was principally related to the impact of exchange rate fluctuations on our net investments in France, the U.K., Poland, Canada and Australia. We did not hedge our net investments in subsidiaries and unconsolidated affiliates.

The following table summarizes the foreign currency exchange contracts held at November 30, 2014. All contracts are valued in U.S. dollars using year-end 2014 exchange rates and have been designated as hedges of foreign currency transactional exposures, firm commitments or anticipated transactions.

FOREIGN CURRENCY EXCHANGE CONTRACTS AT NOVEMBER 30, 2014

Currency sold	Currency received	Notional value	Average contractual exchange rate	Fair value
Euro	U.S. dollar	$ 22.5	1.27	$ 0.4
British pound sterling	U.S. dollar	11.7	1.68	0.9
Canadian dollar	U.S. dollar	35.8	0.93	2.1
Australian dollar	U.S. dollar	3.3	0.91	0.2
Polish zloty	U.S. dollar	9.5	3.19	0.5
U.S. dollar	Canadian dollar	59.5	0.89	(1.0)
U.S. dollar	Euro	28.0	1.25	(0.1)
U.S. dollar	British pound sterling	39.1	1.57	(0.2)
U.S. dollar	Mexican peso	14.4	13.67	0.3
British pound sterling	Euro	26.2	0.80	—

We have a number of smaller contracts with an aggregate notional value of $12.7 million to purchase or sell other currencies, such as the Swiss franc and the Thai baht, as of November 30, 2014. The aggregate fair value of these contracts was $0.4 million at November 30, 2014.

Included in the table above are $127.1 million notional value of contracts that have durations of less than seven days that are used to hedge short-term cash flow funding. Remaining contracts have durations of one to 12 months.

At November 30, 2013, we had foreign currency exchange contracts for the Euro, British pound sterling, Canadian dollar, Australian dollar and Polish zloty with a notional value of $204.9 million, all of which matured in 2014. The aggregate fair value of these contracts was $(0.5) million at November 30, 2013.

Interest Rate Risk – Our policy is to manage interest rate risk by entering into both fixed and variable rate debt arrangements. We also use interest rate swaps to minimize worldwide financing costs and to achieve a desired mix of fixed and variable rate debt. The table that follows provides principal cash flows and related interest rates, excluding the effect of interest rate swaps and the amortization of any discounts or fees, by fiscal year of maturity at November 30, 2014. For foreign currency-denominated debt, the information is presented in U.S. dollar equivalents. Variable interest rates are based on the weighted-average rates of the portfolio at the end of the year presented.

YEAR OF MATURITY AT NOVEMBER 30, 2014

	2015	2016	2017	2018	Thereafter	Total	Fair value
Debt							
Fixed rate	$ 0.9	$ 200.2	$ 0.2	$ 250.2	$ 556.3	$ 1,007.8	$ 1,103.3
Average interest rate	6.90%	5.21%	11.94%	5.76%	4.14%	—	—
Variable rate	$ 269.9	$ 0.4	$ 0.5	$ 0.5	$ 4.0	$ 275.3	$ 275.3
Average interest rate	1.28%	8.79%	8.79%	8.79%	8.79%	—	—

The table above displays the debt by the terms of the original debt instrument without consideration of fair value, interest rate swaps and any loan discounts or origination fees. Interest rate swaps have the following effects. The fixed interest rate on $100 million of the 5.20% notes due in December 2015 is effectively converted to a variable rate by interest rate swaps through 2015. Net interest payments are based on 3 month LIBOR minus 0.05% during this period. We issued $250 million of 5.75% notes due in December 2017 in December 2007. Forward treasury lock agreements of $150 million were settled upon the issuance of these notes and effectively fixed the interest rate on the full $250 million of notes at a weighted-average fixed rate of 6.25%. We issued $250 million of 3.90% notes due in 2021 in July 2011. Forward treasury lock agreements of $200 million were settled upon the issuance of these notes and effectively fixed the interest rate on the full $250 million of notes at a weighted-average fixed rate of 4.01%. We issued $250 million of 3.50% notes due in 2023 in August 2013. Forward treasury lock agreements of $175 million were settled upon the issuance of these notes and effectively fixed the interest rate on the full $250 million of notes at a weighted-average fixed rate of 3.30%.

Commodity Risk – We purchase certain raw materials which are subject to price volatility caused by weather, market conditions, growing and harvesting conditions, governmental actions and other factors beyond our control. In 2014, our most significant raw materials were pepper, dairy products, rice, capsicums (red peppers and paprika), onion, garlic and wheat flour. While future movements of raw material costs are uncertain, we respond to this volatility in a number of ways, including strategic raw material purchases, purchases of raw material for future delivery and customer price adjustments. We generally have not used derivatives to manage the volatility related to this risk. To the extent that we have used derivatives for this purpose, it has not been material to our business.

Credit Risk – The customers of our consumer business are predominantly food retailers and food wholesalers. Consolidations in these industries have created larger customers. In addition, competition has increased with the growth in alternative channels including mass merchandisers, dollar stores, warehouse clubs and discount chains. This has caused some customers to be less profitable and increased our exposure to credit risk. Some of our customers and counterparties are highly leveraged. We continue to closely monitor the credit worthiness of our customers and counterparties. We feel that the allowance for doubtful accounts properly recognizes trade receivables at realizable value. We consider nonperformance credit risk for other financial instruments to be insignificant.

CONTRACTUAL OBLIGATIONS AND COMMERCIAL COMMITMENTS

The following table reflects a summary of our contractual obligations and commercial commitments as of November 30, 2014:

CONTRACTUAL CASH OBLIGATIONS DUE BY YEAR

	Total	Less than 1 year	1–3 years	3–5 years	More than 5 years
Short-term borrowings	$ 269.6	$ 269.6	—	—	—
Long-term debt	1,013.5	1.2	$ 201.3	$ 251.5	$ 559.5
Operating leases	92.3	23.4	31.5	19.8	17.6
Interest payments	252.7	43.2	78.1	53.7	77.7
Raw material purchase obligations[a]	377.0	377.0	—	—	—
Other purchase obligations[b]	16.7	16.7	—	—	—
Total contractual cash obligations	$ 2,021.8	$ 731.1	$ 310.9	$ 325.0	$ 654.8

(a) Raw material purchase obligations outstanding as of year-end may not be indicative of outstanding obligations throughout the year due to our response to varying raw material cycles.
(b) Other purchase obligations primarily consist of advertising media commitments and electricity contracts.

Pension and postretirement funding can vary significantly each year due to changes in legislation, our significant assumptions and investment return on plan assets. As a result, we have not presented pension and postretirement funding in the table above.

COMMERCIAL COMMITMENTS EXPIRATION BY YEAR

	Total	Less than 1 year	1–3 years	3–5 years	More than 5 years
Guarantees	$ 0.6	$ 0.6	—	—	—
Standby letters of credit	8.1	8.1	—	—	—
Total commercial commitments	$ 8.7	$ 8.7	—	—	—

OFF-BALANCE SHEET ARRANGEMENTS

We had no off-balance sheet arrangements as of November 30, 2014 and 2013.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

New accounting pronouncements are issued periodically that affect our current and future operations. See note 1 of the financial statements for further details of these impacts.

CRITICAL ACCOUNTING ESTIMATES AND ASSUMPTIONS

In preparing the financial statements, we are required to make estimates and assumptions that have an impact on the assets, liabilities, revenue and expenses reported. These estimates can also affect supplemental information disclosed by us, including information about contingencies, risk and financial condition. We believe, given current facts and circumstances, our estimates and assumptions are reasonable, adhere to U.S. GAAP and are consistently applied. Inherent in the nature of an estimate or assumption is the fact that actual results may differ from estimates, and estimates may vary as new facts and circumstances arise. In preparing the financial statements, we make routine estimates and judgments in determining the net realizable value of accounts receivable, inventory, fixed assets and prepaid allowances. Our most critical accounting estimates and assumptions are in the following areas:

Customer Contracts

In several of our major geographic markets, the consumer business sells our products by entering into annual or multi-year customer contracts. These contracts include provisions for items such as sales discounts, marketing allowances and performance incentives. These items are recognized based on certain estimated criteria such as sales volume of indirect customers, customers reaching anticipated volume thresholds and marketing spending. We routinely review these criteria and make adjustments as facts and circumstances change.

Goodwill and Intangible Asset Valuation

We review the carrying value of goodwill and non-amortizable intangible assets and conduct tests of impairment on an annual basis as described below. We also test for impairment if events or circumstances indicate it is more likely than not that the fair value of a reporting unit is below its carrying amount. We test indefinite-lived intangible assets for impairment if events or changes in circumstances indicate that the asset might be impaired.

Determining the fair value of a reporting unit or an indefinite-lived purchased intangible asset is judgmental in nature and involves the use of significant estimates and assumptions. These estimates and assumptions include revenue growth rates and operating margins used to calculate projected future cash flows, risk-adjusted discount rates, assumed royalty rates, future economic and market conditions and determination of appropriate market comparables. We base our fair value estimates on assumptions we believe to be reasonable but that are inherently uncertain. Actual future results may differ from those estimates.

Goodwill Impairment

Our reporting units are the same as our operating segments. We calculate fair value of a reporting unit by using a discounted cash flow model. Our discounted cash flow model calculates fair value by present valuing future expected cash flows of our reporting units using our internal cost of capital as the discount rate. We then compare this fair value to the carrying amount of the reporting unit, including intangible assets and goodwill. If the carrying amount of the reporting unit exceeds the calculated fair value, then we would determine the implied fair value of the reporting unit's goodwill. An impairment charge would be recognized to the extent the carrying amount of goodwill exceeds the implied fair value. As of November 30, 2014, we had $1,722.2 million of goodwill recorded in our balance sheet ($1,581.1 million in the consumer segment and $141.1 million in the industrial segment). Our testing indicates that the current fair values of our reporting units are significantly in excess of carrying values. Accordingly we believe that only significant changes in the cash flow assumptions would result in an impairment of goodwill.

Indefinite-lived Intangible Asset Impairment

Our indefinite-lived intangible assets consist of brand names and trademarks. We calculate fair value by using a relief-from-royalty method or discounted cash flow model and then compare that to the carrying amount of the indefinite-lived intangible asset. As of November 30, 2014, we had $270.8 million of brand name assets and trademarks recorded in our balance sheet and none of the balances exceed their calculated fair values. At November 30, 2014, the percentage excess of calculated fair value over book value of our major brand names and trademarks ranges from a low of 8% to a high of over 70%. While we believe that it is reasonably possible that, in the event of an increase in discount rates and/or a decline in forecasted revenues, a non-cash impairment charge may be required, we do not believe that the amount of such an impairment charge would be significant. At November 30, 2014, a hypothetical 15% reduction in the calculated fair values of our major brand names and trademarks would result in an impairment charge for only one of our major brand names and trademarks and that impairment charge would be approximately $1.5 million. We intend to continue to support our brand names and trademarks.

Below is a table which outlines the book value of our major brand names and trademarks as of November 30, 2014:

Zatarain's	$	106.4
Lawry's		48.0
Kamis		37.5
DaQiao/ChuShiLe		28.4
Kohinoor		18.8
Simply Asia/Thai Kitchen		18.6
Other		13.1
Total	$	270.8

Income Taxes

We estimate income taxes and file tax returns in each of the taxing jurisdictions in which we operate and are required to file a tax return. At the end of each year, an estimate for income taxes is recorded in the financial statements. Tax returns are generally filed in the third or fourth quarter of the subsequent year. A reconciliation of the estimate to the final tax return is done at that time which will result in changes to the original estimate. We believe that our tax return positions are appropriately supported, but tax authorities may challenge certain positions. We evaluate our uncertain tax positions in accordance with the U.S. GAAP guidance for uncertainty in income taxes. We believe that our reserve for uncertain tax positions, including related interest, is adequate. The amounts ultimately paid upon resolution of audits could be materially different from the amounts previously included in our income tax expense and, therefore, could have a material impact on our tax provision, net income and cash flows. We have recorded valuation allowances to reduce our deferred tax assets to the amount that is more likely than not to be realized. In doing so, we have considered future taxable income and tax planning strategies in assessing the need for a valuation allowance. Both future taxable income and tax planning strategies include a number of estimates.

Pension and Postretirement Benefits

Pension and other postretirement plans' costs require the use of assumptions for discount rates, investment returns, projected salary increases, mortality rates and health care cost trend rates. The actuarial assumptions used in our pension and postretirement benefit reporting are reviewed annually and compared with external benchmarks to ensure that they appropriately account for our future pension and postretirement benefit obligations. While we believe that the assumptions used are appropriate, differences between assumed and actual experience may affect our operating results. A 1% increase or decrease in the actuarial assumption for the discount rate would impact 2015 pension and postretirement benefit expense by approximately $17 million. A 1% increase or decrease in the expected return on plan assets would impact 2015 pension expense by approximately $8 million.

Assumptions as to mortality of the participants in our pension plan is a key estimate in measuring the expected payments a participant may receive over their lifetime and therefore the amount of expense we will recognize. During 2014, the Society of Actuaries released a series of updated mortality tables resulting from recent studies conducted by them measuring mortality rates for various groups of individuals. The updated mortality tables released in 2014 reflect improved trends in longevity and therefore have the effect of increasing the estimate of benefits to be received by plan participants.

In determining the most appropriate mortality assumptions for our U.S. defined benefit pension and other postretirement benefit plans at November 30, 2014, we considered the updated mortality tables issued by the Society of Actuaries, coupled with other mortality information available from the Social Security Administration and our consulting actuaries that we believe is more closely aligned with our industry and participant mix to develop assumptions that we believe are most representative of the various characteristics of our participant populations.

The use of these updated mortality assumptions increased the benefit obligation for our U.S. defined benefit pension and other postretirement benefit plans by approximately $18 million at November 30, 2014 and will have the effect of increasing related expense by approximately $2 million in 2015. We will continue to evaluate the appropriateness of mortality and other assumptions used in the measurement of our pension obligations. In addition, see the preceding sections of MD&A and note 10 of the financial statements for a discussion of these assumptions and the effects on the financial statements.

Stock-Based Compensation

We estimate the fair value of our stock-based compensation using fair value pricing models which require the use of significant assumptions for expected volatility of stock, dividend yield and risk-free interest rate. Our valuation methodology and significant assumptions used are disclosed in note 11 of the financial statements.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

This information is set forth in the "Market Risk Sensitivity" section of "Management's Discussion and Analysis" and in note 7 of the financial statements.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

REPORT OF MANAGEMENT

We are responsible for the preparation and integrity of the consolidated financial statements appearing in our Annual Report. The consolidated financial statements were prepared in conformity with United States generally accepted accounting principles and include amounts based on our estimates and judgments. All other financial information in this report has been presented on a basis consistent with the information included in the financial statements.

We are also responsible for establishing and maintaining adequate internal control over financial reporting. We maintain a system of internal control that is designed to provide reasonable assurance as to the fair and reliable preparation and presentation of the consolidated financial statements, as well as to safeguard assets from unauthorized use or disposition.

Our control environment is the foundation for our system of internal control over financial reporting and is embodied in our Business Ethics Policy. It sets the tone of our organization and includes factors such as integrity and ethical values. Our internal control over financial reporting is supported by formal policies and procedures which are reviewed, modified and improved as changes occur in business conditions and operations.

The Audit Committee of the Board of Directors, which is composed solely of independent directors, meets periodically with members of management, the internal auditors and the independent registered public accounting firm to review and discuss internal control over financial reporting and accounting and financial reporting matters. The independent registered public accounting firm and internal auditors report to the Audit Committee and accordingly have full and free access to the Audit Committee at any time.

We conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework). This evaluation included review of the documentation of controls, evaluation of the design effectiveness of controls, testing of the operating effectiveness of controls and a conclusion on this evaluation. Although there are inherent limitations in the effectiveness of any system of internal control over financial reporting, based on our evaluation, we have concluded with reasonable assurance that our internal control over financial reporting was effective as of November 30, 2014.

Our internal control over financial reporting as of November 30, 2014 has been audited by Ernst & Young LLP.

Alan D. Wilson

Chairman &
Chief Executive Officer

Gordon M. Stetz, Jr.

Executive Vice President &
Chief Financial Officer

Christina M. McMullen

Vice President & Controller
Chief Accounting Officer

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Internal Control Over Financial Reporting

The Board of Directors and Shareholders of
McCormick & Company, Incorporated

We have audited McCormick & Company, Incorporated’s internal control over financial reporting as of November 30, 2014, based on criteria established in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework) (the COSO criteria). McCormick & Company, Incorporated’s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Report of Management. Our responsibility is to express an opinion on the company’s internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company’s internal control over financial reporting is a process designed 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. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, McCormick & Company, Incorporated maintained, in all material respects, effective internal control over financial reporting as of November 30, 2014, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of McCormick & Company, Incorporated as of November 30, 2014 and 2013, and the related consolidated income statements, statements of comprehensive income, statements of shareholders’ equity and cash flow statements for each of the three years in the period ended November 30, 2014 and our report dated January 29, 2015 expressed an unqualified opinion thereon.

Ernst + Young LLP

Baltimore, Maryland
January 29, 2015

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Consolidated Financial Statements

The Board of Directors and Shareholders of
McCormick & Company, Incorporated

We have audited the accompanying consolidated balance sheets of McCormick & Company, Incorporated as of November 30, 2014 and 2013, and the related consolidated income statements, statements of comprehensive income, statements of shareholders' equity and cash flow statements for each of the three years in the period ended November 30, 2014. Our audits also included the financial statement schedule listed in the Index at Item 15(2). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of McCormick & Company, Incorporated at November 30, 2014 and 2013, and the consolidated results of its operations and its cash flows for each of the three years in the period ended November 30, 2014, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), McCormick & Company, Incorporated's internal control over financial reporting as of November 30, 2014, based on criteria established in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (1992 framework) and our report dated January 29, 2015 expressed an unqualified opinion thereon.

Ernst + Young LLP

Baltimore, Maryland
January 29, 2015

CONSOLIDATED INCOME STATEMENT

for the year ended November 30 (millions except per share data)	2014	2013	2012
Net sales	$ 4,243.2	$ 4,123.4	$ 4,014.2
Cost of goods sold	2,513.0	2,457.6	2,396.4
Gross profit	1,730.2	1,665.8	1,617.8
Selling, general and administrative expense	1,122.0	1,075.0	1,039.5
Special charges	5.2	25.0	—
Loss on voluntary pension settlement	—	15.3	—
Operating income	603.0	550.5	578.3
Interest expense	49.7	53.3	54.6
Other income, net	1.1	2.2	2.4
Income from consolidated operations before income taxes	554.4	499.4	526.1
Income taxes	145.9	133.6	139.8
Net income from consolidated operations	408.5	365.8	386.3
Income from unconsolidated operations	29.4	23.2	21.5
Net income	$ 437.9	$ 389.0	$ 407.8
Earnings per share–basic	$ 3.37	$ 2.94	$ 3.07
Earnings per share–diluted	$ 3.34	$ 2.91	$ 3.04

See Notes to Consolidated Financial Statements.

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

for the year ended November 30 (millions)	2014	2013	2012
Net income	$ 437.9	$ 389.0	$ 407.8
Net income attributable to non-controlling interest	2.5	1.3	1.9
Other comprehensive income (loss):			
Unrealized components of pension and other postretirement plans	(89.0)	235.6	(126.9)
Currency translation adjustments	(134.1)	(3.5)	(15.5)
Change in derivative financial instruments	5.7	11.8	(2.4)
Deferred taxes	31.2	(87.1)	43.0
Total other comprehensive income (loss)	(186.2)	156.8	(101.8)
Comprehensive income	$ 254.2	$ 547.1	$ 307.9

See Notes to Consolidated Financial Statements.

CONSOLIDATED BALANCE SHEET

at November 30 (millions)	2014	2013
Assets		
Cash and cash equivalents	$ 77.3	$ 63.0
Trade accounts receivable, less allowances of $4.0 for 2014 and $4.1 for 2013	493.6	495.5
Inventories	713.8	676.9
Prepaid expenses and other current assets	131.5	134.8
Total current assets	1,416.2	1,370.2
Property, plant and equipment, net	602.7	576.6
Goodwill	1,722.2	1,798.5
Intangible assets, net	330.8	333.4
Investments and other assets	342.4	371.0
Total assets	$ 4,414.3	$ 4,449.7
Liabilities		
Short-term borrowings	$ 269.6	$ 211.6
Current portion of long-term debt	1.2	2.5
Trade accounts payable	372.1	387.3
Other accrued liabilities	479.1	461.7
Total current liabilities	1,122.0	1,063.1
Long-term debt	1,014.1	1,019.0
Other long-term liabilities	468.8	419.9
Total liabilities	2,604.9	2,502.0
Shareholders' equity		
Common stock, no par value; authorized 320.0 shares; issued and outstanding: 2014–12.0 shares, 2013–12.1 shares	367.2	352.8
Common stock non-voting, no par value; authorized 320.0 shares; issued and outstanding: 2014–116.4 shares, 2013–119.0 shares	628.4	609.6
Retained earnings	982.6	970.4
Accumulated other comprehensive loss	(186.0)	(0.3)
Non-controlling interests	17.2	15.2
Total shareholders' equity	1,809.4	1,947.7
Total liabilities and shareholders' equity	$ 4,414.3	$ 4,449.7

See Notes to Consolidated Financial Statements.

CONSOLIDATED CASH FLOW STATEMENT

for the year ended November 30 (millions)	2014	2013	2012
Operating activities			
Net income	$ 437.9	$ 389.0	$ 407.8
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	102.7	106.0	102.8
Stock-based compensation	18.2	18.7	20.2
Special charges	5.2	25.0	—
Loss on voluntary pension settlement	—	15.3	—
Loss on sale of assets	1.3	0.3	0.8
Deferred income taxes	6.1	(15.3)	24.3
Income from unconsolidated operations	(29.4)	(23.2)	(21.5)
Changes in operating assets and liabilities:			
Trade accounts receivable	(16.4)	(29.2)	(38.8)
Inventories	(54.4)	(59.9)	1.2
Trade accounts payable	(6.7)	12.1	8.2
Other assets and liabilities	23.3	21.8	(65.6)
Dividends received from unconsolidated affiliates	15.8	4.6	15.6
Net cash provided by operating activities	503.6	465.2	455.0
Investing activities			
Acquisitions of businesses and joint venture interests	—	(142.3)	—
Capital expenditures	(132.7)	(99.9)	(110.3)
Proceeds from sale of property, plant and equipment	1.1	2.5	1.3
Net cash used in investing activities	(131.6)	(239.7)	(109.0)
Financing activities			
Short-term borrowings, net	57.7	71.9	(76.6)
Long-term debt borrowings	—	246.2	0.8
Long-term debt repayments	(1.6)	(251.4)	(4.7)
Proceeds from exercised stock options	31.7	44.7	53.1
Common stock acquired by purchase	(244.3)	(177.4)	(132.2)
Dividends paid	(192.4)	(179.9)	(164.7)
Net cash used in financing activities	(348.9)	(245.9)	(324.3)
Effect of exchange rate changes on cash and cash equivalents	(8.8)	4.4	3.4
Increase (decrease) in cash and cash equivalents	14.3	(16.0)	25.1
Cash and cash equivalents at beginning of year	63.0	79.0	53.9
Cash and cash equivalents at end of year	$ 77.3	$ 63.0	$ 79.0

See Notes to Consolidated Financial Statements.

CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY

(millions)	Common Stock Shares	Common Stock Non-Voting Shares	Common Stock Amount	Retained Earnings	Accumulated Other Comprehensive (Loss) Income	Non-controlling Interests	Total Shareholders' Equity
Balance, November 30, 2011	12.4	120.5	$ 821.9	$ 838.8	$ (59.0)	$ 16.8	$ 1,618.5
Net income			—	407.8	—	—	407.8
Net income attributable to non-controlling interest			—	—	—	1.9	1.9
Other comprehensive loss, net of tax			—	—	(100.9)	(0.9)	(101.8)
Dividends			—	(168.4)	—	—	(168.4)
Dividends attributable to non-controlling interest			—	—	—	(0.5)	(0.5)
Stock-based compensation			20.2	—	—	—	20.2
Shares purchased and retired	(0.6)	(2.4)	(25.5)	(143.6)	—	—	(169.1)
Shares issued, including tax benefit of $13.3	2.0	0.6	91.6	—	—	—	91.6
Equal exchange	(1.4)	1.4	—	—	—	—	—
Balance, November 30, 2012	12.4	120.1	$ 908.2	$ 934.6	$ (159.9)	$ 17.3	$ 1,700.2
Net income			—	389.0	—	—	389.0
Net income attributable to non-controlling interest			—	—	—	1.3	1.3
Other comprehensive income (loss), net of tax			—	—	159.6	(2.8)	156.8
Dividends			—	(183.3)	—	—	(183.3)
Dividends attributable to non-controlling interest			—	—	—	(0.6)	(0.6)
Stock-based compensation			18.7	—	—	—	18.7
Shares purchased and retired	(0.3)	(2.5)	(19.5)	(169.9)	—	—	(189.4)
Shares issued, including tax benefit of $12.6	1.1	0.3	55.0	—	—	—	55.0
Equal exchange	(1.1)	1.1	—	—	—	—	—

(millions)	Common Stock Shares	Common Stock Non-Voting Shares	Common Stock Amount	Retained Earnings	Accumulated Other Comprehensive (Loss) Income	Non-controlling Interests	Total Shareholders' Equity
Balance, November 30, 2013	12.1	119.0	$ 962.4	$ 970.4	$ (0.3)	$ 15.2	$ 1,947.7
Net income			—	437.9	—	—	437.9
Net income attributable to non-controlling interest			—	—	—	2.5	2.5
Other comprehensive loss, net of tax			—	—	(185.7)	(0.5)	(186.2)
Dividends			—	(195.2)	—	—	(195.2)
Stock-based compensation			18.2	—	—	—	18.2
Shares purchased and retired	(0.2)	(3.5)	(25.3)	(230.5)	—	—	(255.8)
Shares issued, including tax benefit of $9.0	0.8	0.2	40.3	—	—	—	40.3
Equal exchange	(0.7)	0.7	—	—	—	—	—
Balance, November 30, 2014	12.0	116.4	$ 995.6	$ 982.6	$ (186.0)	$ 17.2	$ 1,809.4

See Notes to Consolidated Financial Statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Consolidation

The financial statements include the accounts of our majority-owned or controlled subsidiaries and affiliates. Intercompany transactions have been eliminated. Investments in unconsolidated affiliates, over which we exercise significant influence, but not control, are accounted for by the equity method. Accordingly, our share of net income or loss of unconsolidated affiliates is included in net income.

Foreign Currency Translation

For majority-owned or controlled subsidiaries and affiliates, if located outside of the U.S., with functional currencies other than the U.S. dollar, asset and liability accounts are translated at the rates of exchange at the balance sheet date and the resultant translation adjustments are included in accumulated other comprehensive income (loss), a separate component of shareholders' equity. Income and expense items are translated at average monthly rates of exchange. Gains and losses from foreign currency transactions of these majority-owned or controlled subsidiaries and affiliates-that is, transactions denominated in other than the functional currency-are included in net earnings.

Our unconsolidated affiliates located outside the U.S. generally use their local currencies as their functional currencies. The asset and liability accounts of those unconsolidated affiliates, and our investment in the net assets of those unconsolidated affiliates, are translated at the rates of exchange at the balance sheet date and the resultant translation adjustments are included in accumulated other comprehensive income (loss), a separate component of shareholders' equity. Our income from these unconsolidated operations is translated at average monthly rates of exchange.

Use of Estimates

Preparation of financial statements that follow accounting principles generally accepted in the U.S. requires us to make estimates and assumptions that affect the amounts reported in the financial statements and notes. Actual amounts could differ from these estimates.

Cash and Cash Equivalents

All highly liquid investments purchased with an original maturity of three months or less are classified as cash equivalents.

Inventories

Inventories are stated at the lower of cost or market. Cost is determined using standard or average costs which approximate the first-in, first-out costing method.

Property, Plant and Equipment

Property, plant and equipment is stated at historical cost and depreciated over its estimated useful life using the straight-line method for financial reporting and both accelerated and straight-line methods for tax reporting. The estimated useful lives range from 20 to 40 years for buildings and 3 to 12 years for machinery, equipment and computer software. Repairs and maintenance costs are expensed as incurred.

We capitalize costs of software developed or obtained for internal use. Capitalized software development costs include only (1) direct costs paid to others for materials and services to develop or buy the software, (2) payroll and payroll-related costs for employees who work directly on the software development project and (3) interest costs while developing the software. Capitalization of these costs stops when the project is substantially complete and ready for use. Software is amortized using the straight-line method over a range of 3 to 8 years, but not exceeding the expected life of the product. We capitalized $11.7 million of software development costs during the year ended November 30, 2014, $16.7 million during the year ended November 30, 2013 and $20.5 million during the year ended November 30, 2012.

Goodwill and Other Intangible Assets

We review the carrying value of goodwill and indefinite-lived intangible assets and conduct tests of impairment on an annual basis as described below. We also test goodwill for impairment if events or circumstances indicate it is more likely than not that the fair value of a reporting unit is below its carrying amount and test indefinite-lived intangible assets for impairment if events or changes in circumstances indicate that the asset might be impaired. Separable intangible assets that have finite useful lives are amortized over those lives.

Determining the fair value of a reporting unit or an indefinite-lived purchased intangible asset is judgmental in nature and involves the use of significant estimates and assumptions. These estimates and assumptions include revenue growth rates and operating margins used to calculate projected future cash flows, risk-adjusted discount rates, assumed royalty rates, future economic and market conditions and determination of appropriate market comparables. We base our fair value estimates on assumptions we believe to be reasonable but that are unpredictable and inherently uncertain. Actual future results may differ from these estimates.

Goodwill Impairment
Our reporting units used to assess potential goodwill impairment are the same as our business segments. We calculate fair value of a reporting unit by using a discounted cash flow model and then compare that to the carrying amount of the reporting unit, including intangible assets and goodwill. If the carrying amount of the reporting unit exceeds the calculated fair value, then we would determine the implied fair value of the reporting unit's goodwill. An impairment charge would be recognized to the extent the carrying amount of goodwill exceeds the implied fair value.

Indefinite-lived Intangible Asset Impairment
Our indefinite-lived intangible assets consist of brand names and trademarks. We calculate fair value by using a relief-from-royalty method or discounted cash flow model and then compare that to the carrying amount of the indefinite-lived intangible asset. If the carrying amount of the indefinite-lived intangible asset exceeds its fair value, an impairment charge would be recorded to the extent the recorded indefinite-lived intangible asset exceeds the fair value.

Long-lived Fixed Asset Impairment
Fixed assets and amortizable intangible assets are reviewed for impairment as events or changes in circumstances occur indicating that the carrying value of the asset may not be recoverable. Undiscounted cash flow analyses are used to determine if an impairment exists. If an impairment is determined to exist, the loss is calculated based on estimated fair value.

Revenue Recognition
We recognize revenue when we have an agreement with the customer; upon either shipment or delivery, depending upon contractual terms; and when the sales price is fixed or determinable and collectability is reasonably assured. We reduce revenue for estimated product returns, allowances and price discounts based on historical experience and contractual terms.

Trade allowances, consisting primarily of customer pricing allowances, merchandising funds and consumer coupons, are offered through various programs to customers and consumers. Revenue is recorded net of trade allowances.

Trade accounts receivable are amounts billed and currently due from customers. We have an allowance for doubtful accounts to reduce our receivables to their net realizable value. We estimate the allowance for doubtful accounts based on the aging of our receivables and our history of collections.

Shipping and Handling
Shipping and handling costs on our products sold to customers are included in selling, general and administrative expense in the income statement. Shipping and handling expense was $100.3 million, $96.9 million and $94.8 million for 2014, 2013 and 2012, respectively.

Research and Development
Research and development costs are expensed as incurred and are included in selling, general and administrative expense in the income statement. Research and development expense was $62.0 million, $61.3 million and $57.8 million for 2014, 2013 and 2012, respectively.

Brand Marketing Support
Total brand marketing support costs, which are included in selling, general and administrative expense in the income statement, were $226.6 million, $207.8 million and $198.3 million for 2014, 2013 and 2012, respectively. Brand marketing support costs include advertising, promotions and customer trade funds used for cooperative advertising. Promotion costs include public relations, shopper marketing, social marketing activities, general consumer promotion activities and depreciation on assets used in these promotional activities. Advertising costs include the development, production and communication of advertisements through television, digital, print and radio. Development and production costs are expensed in the period in which the advertisement is first run. All other costs of advertisement are expensed as incurred. Advertising expense was $100.4 million, $85.0 million and $86.2 million for 2014, 2013 and 2012, respectively.

Employee Benefit and Retirement Plans

We sponsor defined benefit pension plans in the U.S. and certain foreign locations. In addition, we sponsor defined contribution plans in the U.S. and contribute to government-sponsored retirement plans in locations outside the U.S. We also currently provide postretirement medical and life insurance benefits to certain U.S. employees.

We recognize the overfunded or underfunded status of our defined benefit pension plans as an asset or a liability in the balance sheet, with changes in the funded status recorded through comprehensive income in the year in which those changes occur.

The expected return on plan assets is determined using the expected rate of return and a calculated value of plan assets referred to as the market-related value of plan assets. Differences between assumed and actual returns are amortized to the market-related value of assets on a straight-line basis over five years.

We use the corridor approach in the valuation of defined benefit pension plans. The corridor approach defers all actuarial gains and losses resulting from variances between actual results and actuarial assumptions. For defined benefit pension plans, these unrecognized gains and losses are amortized when the net gains and losses exceed 10% of the greater of the market-related value of plan assets or the projected benefit obligation at the beginning of the year. The amount in excess of the corridor is amortized over the average remaining service period to retirement date of active plan participants.

Recently Issued Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update No. 2014-09 *Revenue from Contracts with Customers (Topic 606).* This guidance is intended to improve and converge with international standards the financial reporting requirements for revenue from contracts with customers. It will be effective for our first quarter of 2018 and early adoption is not permitted. We have not yet determined the impact from adoption of this new accounting pronouncement on our financial statements.

In February 2013, the FASB issued Accounting Standards Update No. 2013-02 *Comprehensive Income (Topic 220): Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income.* This guidance is intended to provide disclosure on items reclassified out of accumulated other comprehensive income (loss) either in the notes or parenthetically on the face of the income statement. We adopted this new accounting pronouncement in 2014 and have included the necessary disclosures in note 9, Accumulated Other Comprehensive Loss. There was no impact on our financial statements from adoption, other than the additional disclosures.

2. ACQUISITIONS

Acquisitions are part of our strategy to increase sales and profits.

On May 31, 2013, we completed the purchase of the assets of Wuhan Asia-Pacific Condiments Co. Ltd. (WAPC), a privately held company based in China, for $144.8 million, which included $142.3 million of cash paid, net of closing adjustments, and the assumption of $2.5 million of liabilities. The acquisition was financed with a combination of cash and debt. WAPC manufactures and markets DaQiao and ChuShiLe brand bouillon products, which have a leading position in the central region of China. WAPC is included in our consumer business segment from the date of acquisition. At the time of acquisition, annual sales of WAPC were approximately $122 million. During the second quarter of 2014, we completed the final valuation of the assets of WAPC which resulted in $26.9 million allocated to tangible net assets, $46.1 million allocated to other intangible assets and $71.8 million allocated to goodwill. The completion of the final valuation did not result in material changes to our consolidated income statement or our consolidated balance sheet from our preliminary purchase price allocation. Goodwill related to the WAPC acquisition is not deductible for tax purposes. During the years ended November 30, 2013 and 2012, we recorded $4.3 million and $1.7 million, respectively, in transaction-related expenses associated with the WAPC acquisition in selling, general and administrative expenses in our income statement.

Proforma financial information for the Wuhan acquisition has not been presented because the financial impact is not material.

3. SPECIAL CHARGES

In the fourth quarter of 2013, we announced a reorganization in parts of the Europe, Middle East and Africa (EMEA) region to further improve EMEA's profitability and process standardization while supporting its competitiveness and long-term growth. These actions include the closure of our current sales and distribution operations in The Netherlands, with the transition to a third-party distributor model to continue to sell the Silvo® brand, as well as actions intended to streamline selling, general and administrative activities throughout EMEA, including the centralization of certain shared service activity across parts of the region into Poland.

In 2014, we recorded $2.1 million of charges associated with this previously announced EMEA reorganization, with $1.1 million related to employee severance and $1.0 million for other exit costs. For 2013, we recorded $25.0 million of charges related to this reorganization. For both years, these charges have been included on a separate line in the consolidated income statement. Of the $25.0 million of special charges recognized in 2013, $15.9 million related to employee severance, $6.4 million to asset write-downs, and $2.7 million to other exit costs.

These reorganization actions in the EMEA region are expected to generate annual cost savings of approximately $10 million when completed in 2015. Total cash expenditures for the EMEA reorganization were $10.7 million in 2014 and are expected to be approximately $10 million in 2015. Of the $2.1 million of special charges recognized with respect to this reorganization in 2014, all have been recorded in the consumer business segment. Of the $25.0 million of special charges recognized in 2013, $22.2 million were recorded in the consumer business segment and $2.8 million were recorded in the industrial business segment.

The $6.4 million asset write-down included in the $25.0 million special charge for 2013 relates to an impairment charge for the reduction in the value of our Silvo brand name in The Netherlands. Our decision to transition to a third-party distributor model to continue to sell the Silvo brand led us to conclude an impairment indicator to the Silvo brand was present. We calculated the fair value of the Silvo brand using the relief-from-royalty method and determined that it was lower than its carrying value. Consequently, we recorded a non-cash impairment charge of $6.4 million as part of the $22.2 million in special charges included in our consumer business segment during the fourth quarter of 2013. The carrying value of the Silvo brand name as of November 30, 2014 is not significant.

The following table outlines the major components of accrual balances relating to the special charges associated with this EMEA reorganization as of November 30, 2013 and November 30, 2014 (in millions):

	Employee severance	Other exit costs	Total
Balance as of November 30, 2013	$ 15.9	$ 2.7	$ 18.6
Special charges	1.1	1.0	2.1
Amounts utilized	(7.7)	(3.0)	(10.7)
Balance as of November 30, 2014	$ 9.3	$ 0.7	$ 10.0

In 2014, we continued to evaluate changes to our organizational structure to enable us to reduce fixed costs, simplify or improve processes, and improve our competitiveness. In addition to the $2.1 million of special charges recognized in 2014 related to the previously announced EMEA reorganization, we also undertook reorganization actions in the U.S. and Australian businesses in 2014 and recognized an additional $3.1 million of special charges, consisting of the following: (1) During the third quarter of 2014, we recorded special charges in the amount of $1.3 million, principally related to employee severance, to realign certain manufacturing operations in the U.S. industrial business. Cash expenditures in 2014 associated with this action totaled $0.4 million. We expect that this action will be completed by 2015 and, upon completion, generate annual savings of approximately $2.3 million. (2) During the fourth quarter of 2014, we recorded special charges in the Australian business in the amount of $0.7 million, all related to the consumer segment business, consisting of employee severance and related expenses, to streamline costs through the elimination of certain manufacturing and administrative positions. Cash expenditures in 2014 associated with this reorganization totaled $0.2 million. We expect that this reorganization will be completed in 2015 and, upon completion, generate annual savings of approximately $0.8 million. (3) During the fourth quarter of 2014, we recorded special charges of $1.1 million, consisting of employee severance and related expenses, to eliminate certain administrative positions in the U.S. business. Of the $1.1 million in special charges, $0.9 million and $0.2 million related to the consumer business segment and industrial business segment, respectively. Cash expenditures in 2014 associated with this action totaled $0.2 million. We expect that this action will be completed in 2015 and, upon completion, generate annual savings of approximately $1.2 million.

4. GOODWILL AND INTANGIBLE ASSETS

The following table displays intangible assets as of November 30, 2014 and 2013:

	2014		2013	
(millions)	Gross carrying amount	Accumulated amortization	Gross carrying amount	Accumulated amortization
Finite-lived intangible assets	$ 94.7	$ 34.7	$ 93.9	$ 30.2
Indefinite-lived intangible assets:				
Goodwill	1,722.2		1,798.5	
Brand names and trademarks	270.8		269.7	
	1,993.0		2,068.2	
Total goodwill and intangible assets	$ 2,087.7	$ 34.7	$ 2,162.1	$ 30.2

Intangible asset amortization expense was $5.6 million, $5.2 million and $4.3 million for 2014, 2013 and 2012, respectively. At November 30, 2014, finite-lived intangible assets had a weighted-average remaining life of approximately 13 years.

The changes in the carrying amount of goodwill by segment for the years ended November 30, 2014 and 2013 were as follows:

	2014		2013	
(millions)	Consumer	Industrial	Consumer	Industrial
Beginning of year	$ 1,654.7	$ 143.8	$ 1,551.0	$ 144.3
Changes in purchase price allocation	(6.1)	—	—	—
Goodwill acquired	—	—	77.9	—
Foreign currency fluctuations and other	(67.5)	(2.7)	25.8	(0.5)
End of year	$ 1,581.1	$ 141.1	$ 1,654.7	$ 143.8

5. INVESTMENTS IN AFFILIATES

Summarized annual and year-end information from the financial statements of unconsolidated affiliates representing 100% of the businesses follows:

(millions)	2014	2013	2012
Net sales	$ 766.6	$ 761.4	$ 727.1
Gross profit	275.7	256.9	229.2
Net income	67.5	53.8	47.1
Current assets	$ 320.1	$ 288.9	$ 274.4
Noncurrent assets	123.6	128.4	104.2
Current liabilities	137.2	141.0	129.9
Noncurrent liabilities	6.3	7.2	20.5

Our share of undistributed earnings of unconsolidated affiliates was $96.7 million at November 30, 2014. Royalty income from unconsolidated affiliates was $18.7 million, $18.4 million and $17.1 million for 2014, 2013 and 2012, respectively.

Our principal earnings from unconsolidated affiliates is from our 50% interest in McCormick de Mexico, S.A. de C.V. Profit from this joint venture represented 91% of income from unconsolidated operations in 2014, 78% in 2013 and 82% in 2012.

6. FINANCING ARRANGEMENTS

Our outstanding debt was as follows at November 30:

(millions)	2014	2013
Short-term borrowings		
Commercial paper	$ 239.4	$ 200.3
Other	30.2	11.3
	$ 269.6	$ 211.6
Weighted-average interest rate of short-term borrowings at year-end	1.3%	0.7%
Long-term debt		
5.20% notes due 12/15/2015(1)	$ 200.0	$ 200.0
5.75% notes due 12/15/2017(2)	250.0	250.0
3.90% notes due 7/8/2021(3)	250.0	250.0
3.50% notes due 8/19/2023(4)	250.0	250.0
7.63%–8.12% notes due 2024	55.0	55.0
Other	8.5	10.8
Unamortized discounts and fair value adjustments	1.8	5.7
	1,015.3	1,021.5
Less current portion	1.2	2.5
	$ 1,014.1	$ 1,019.0

(1) The fixed interest rate on $100 million of the 5.20% notes due in 2015 is effectively converted to a variable rate by interest rate swaps through 2015. Net interest payments are based on 3 month LIBOR minus 0.05% during this period (our effective rate as of November 30, 2014 was 0.19%).
(2) Interest rate swaps, settled upon the issuance of these notes in 2007, effectively fixed the interest rate on the $250 million notes at a weighted-average fixed rate of 6.25%.
(3) Interest rate swaps, settled upon the issuance of these notes in 2011, effectively fixed the interest rate on the $250 million notes at a weighted-average fixed rate of 4.01%.
(4) Interest rate swaps, settled upon the issuance of these notes in 2013, effectively fixed the interest rate on the $250 million notes at a weighted-average fixed rate of 3.30%.

Maturities of long-term debt during the fiscal years subsequent to November 30, 2014 are as follows (in millions):

2016	$ 200.6
2017	0.7
2018	250.7
2019	0.8
Thereafter	559.5

In August 2013, we issued $250 million of 3.50% notes due 2023, with net cash proceeds received of $246.2 million. Interest is payable semiannually in arrears in March and September of each year. Of these notes, $175 million were subject to interest rate hedges as further disclosed in note 7. The net proceeds from this offering, plus cash on hand, were used to pay off $250 million of 5.25% notes that matured in September 2013.

We have available credit facilities with domestic and foreign banks for various purposes. Some of these lines are committed lines and others are uncommitted lines and could be withdrawn at various times. In June 2011, we entered into a five-year $600 million revolving credit facility, which will expire in June 2016. The pricing for this credit facility, on a fully drawn basis, is LIBOR plus 0.875%. This credit facility supports our commercial paper program and we have $360.6 million of capacity at November 30, 2014, after $239.4 million was used to support issued commercial paper. In addition, we have several uncommitted lines which have a total unused capacity at November 30, 2014 of $125.4 million. These lines by their nature can be withdrawn based on the lenders' discretion. Committed credit facilities require a fee, and annual commitment fees were $0.5 million for 2014 and 2013.

Rental expense under operating leases (primarily buildings and equipment) was $40.3 million in 2014, $37.6 million in 2013 and $32.7 million in 2012. Future annual fixed rental payments for the years ending November 30 are as follows (in millions):

2015	$ 23.4
2016	17.6
2017	13.9
2018	11.3
2019	8.5
Thereafter	17.6

At November 30, 2014, we had guarantees outstanding of $0.6 million with terms of one year or less. At November 30, 2014 and 2013, we had outstanding letters of credit of $8.1 million and $61.9 million, respectively. These letters of credit typically act as a guarantee of payment to certain third parties in accordance with specified terms and conditions. The unused portion of our letter of credit facility was $12.9 million at November 30, 2014.

7. FINANCIAL INSTRUMENTS

We use derivative financial instruments to enhance our ability to manage risk, including foreign currency and interest rate exposures, which exist as part of our ongoing business operations. We do not enter into contracts for trading purposes, nor are we a party to any leveraged derivative instrument and all derivatives are designated as hedges. We are not a party to master netting arrangements, and we do not offset the fair value of derivative contracts with the same counterparty in our financial statement disclosures. The use of derivative financial instruments is monitored through regular communication with senior management and the use of written guidelines.

Foreign Currency

We are potentially exposed to foreign currency fluctuations affecting net investments, transactions and earnings denominated in foreign currencies. We selectively hedge the potential effect of these foreign currency fluctuations by entering into foreign currency exchange contracts with highly-rated financial institutions.

Contracts which are designated as hedges of anticipated purchases denominated in a foreign currency (generally purchases of raw materials in U.S. dollars by operating units outside the U.S.) are considered cash flow hedges. The gains and losses on these contracts are deferred in accumulated other comprehensive income until the hedged item is recognized in cost of goods sold, at which time the net amount deferred in accumulated other comprehensive income is also recognized in cost of goods sold. Gains and losses from contracts which are designated as hedges of assets, liabilities or firm commitments are recognized through income, offsetting the change in fair value of the hedged item.

At November 30, 2014, we had foreign currency exchange contracts to purchase or sell $262.7 million of foreign currencies versus $204.9 million at November 30, 2013. All of these contracts were designated as hedges of anticipated purchases denominated in a foreign currency or hedges of foreign currency denominated assets or liabilities. Hedge ineffectiveness was not material. At November 30, 2014, we had $127.1 million of notional contracts that have durations of less than seven days that are used to hedge short-term cash flow funding. The remaining contracts have durations of one to twelve months.

Interest Rates

We finance a portion of our operations with both fixed and variable rate debt instruments, primarily commercial paper, notes and bank loans. We utilize interest rate swap agreements to minimize worldwide financing costs and to achieve a desired mix of variable and fixed rate debt.

In November 2012 and in April and August 2013, we entered into a total of $175 million of forward-starting interest rate swap and Treasury rate lock agreements to manage our interest rate risk associated with the anticipated issuance of fixed rate notes in August 2013. We cash settled all of these agreements, which were designated as cash flow hedges, for a gain of $9.0 million simultaneous with the issuance of the notes at an all-in effective fixed rate of 3.30% on the full $250 million of debt. The gain on these agreements is deferred in accumulated other comprehensive income and will be amortized to reduce interest expense over the life of the notes. Hedge ineffectiveness of these agreements was not material.

In March 2006, we entered into interest rate swap contracts for a total notional amount of $100 million to receive interest at 5.20% and pay a variable rate of interest based on three-month LIBOR minus 0.05%. We designated these swaps, which expire in December 2015, as fair value hedges of the changes in fair value of $100 million of the $200 million 5.20% medium-term notes due 2015 that we issued in December 2005. Any unrealized gain or loss on these swaps will be offset by a corresponding increase or decrease in the value of the hedged debt. No hedge ineffectiveness is recognized as the interest rate swaps qualify for the "shortcut" treatment as defined under U.S. Generally Accepted Accounting Principles.

The following tables disclose the derivative instruments on our balance sheet as of November 30, 2014 and 2013, which are all recorded at fair value:

As of November 30, 2014: (millions)	Asset Derivatives			Liability Derivatives		
Derivatives	Balance sheet location	Notional amount	Fair value	Balance sheet location	Notional amount	Fair value
Interest rate contracts	Other current assets	$ 100.0	$ 7.4	Other accrued liabilities	—	—
Foreign exchange contracts	Other current assets	106.3	4.9	Other accrued liabilities	$ 156.4	$ 1.4
Total			$ 12.3			$ 1.4

As of November 30, 2013: (millions)	Asset Derivatives			Liability Derivatives		
Derivatives	Balance sheet location	Notional amount	Fair value	Balance sheet location	Notional amount	Fair value
Interest rate contracts	Other current assets	$ 100.0	$ 12.2	Other accrued liabilities	—	—
Foreign exchange contracts	Other current assets	79.2	1.1	Other accrued liabilities	$ 125.7	$ 1.6
Total			$ 13.3			$ 1.6

The following tables disclose the impact of derivative instruments on other comprehensive income (OCI), accumulated other comprehensive income (AOCI) and our income statement for the years ended November 30, 2014, 2013 and 2012:

Fair value hedges (millions)

Derivative	Income statement location	Income (expense) 2014	2013	2012
Interest rate contracts	Interest expense	$ 5.0	$ 5.0	$ 4.7

Cash flow hedges (millions)

Derivative	Gain (loss) recognized in OCI 2014	2013	2012	Income statement location	Gain (loss) reclassified from AOCI 2014	2013	2012
Interest rate contracts	—	$ 9.2	$ (0.1)	Interest expense	$ (0.2)	$ (1.3)	$ (1.4)
Foreign exchange contracts	$ 4.2	1.0	(2.4)	Cost of goods sold	(1.1)	0.3	0.6
Total	$ 4.2	$ 10.2	$ (2.5)		$ (1.3)	$ (1.0)	$ (0.8)

The amount of gain or loss recognized in income on the ineffective portion of derivative instruments is not material. The net amount of other comprehensive income expected to be reclassified into income related to these contracts in the next twelve months is a $4.3 million increase to earnings.

Fair Value of Financial Instruments

The carrying amount and fair value of financial instruments at November 30, 2014 and 2013 were as follows:

	2014		2013	
(millions)	Carrying amount	Fair value	Carrying amount	Fair value
Long-term investments	$ 113.0	$ 113.0	$ 103.4	$ 103.4
Long-term debt	1,015.3	1,109.0	1,021.5	1,102.4
Derivatives related to:				
Interest rates (assets)	7.4	7.4	12.2	12.2
Foreign currency (assets)	4.9	4.9	1.1	1.1
Foreign currency (liabilities)	1.4	1.4	1.6	1.6

Because of their short-term nature, the amounts reported in the balance sheet for cash and cash equivalents, receivables, short-term borrowings and trade accounts payable approximate fair value.

Investments in affiliates are not readily marketable, and it is not practicable to estimate their fair value. Long-term investments are comprised of fixed income and equity securities held on behalf of employees in certain employee benefit plans and are stated at fair value on the balance sheet. The cost of these investments was $80.1 million and $77.5 million at November 30, 2014 and 2013, respectively.

Concentrations of Credit Risk

We are potentially exposed to concentrations of credit risk with trade accounts receivable, prepaid allowances and financial instruments. The customers of our consumer business are predominantly food retailers and food wholesalers. Consolidations in these industries have created larger customers. In addition, competition has increased with the growth in alternative channels including mass merchandisers, dollar stores, warehouse clubs and discount chains. This has caused some customers to be less profitable and increased our exposure to credit risk. We have a large and diverse customer base and, other than with respect to the two customers disclosed in note 16, each of which accounted for greater than 10% of our consolidated sales, there was no material concentration of credit risk in these accounts at November 30, 2014. At November 30, 2014, amounts due from those two customers aggregated approximately 21% of consolidated trade accounts receivable and prepaid allowances. Current credit markets are highly volatile and some of our customers and counterparties are highly leveraged. We continue to closely monitor the credit worthiness of our customers and counterparties and generally do not require collateral. We believe that the allowance for doubtful accounts properly recognized trade receivables at realizable value. We consider nonperformance credit risk for other financial instruments to be insignificant.

8. FAIR VALUE MEASUREMENTS

Fair value can be measured using valuation techniques, such as the market approach (comparable market prices), the income approach (present value of future income or cash flow) and the cost approach (cost to replace the service capacity of an asset or replacement cost). Accounting standards utilize a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The following is a brief description of those three levels:

- *Level 1:* Observable inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities.
- *Level 2:* Inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.
- *Level 3:* Unobservable inputs that reflect management’s own assumptions.

Our population of assets and liabilities subject to fair value measurements on a recurring basis at November 30, 2014 and 2013 are as follows:

(millions)	Fair value	Fair value measurements using fair value hierarchy as of November 30, 2014 Level 1	Level 2	Level 3
Assets				
Cash and cash equivalents	$ 77.3	$ 77.3	—	—
Insurance contracts	104.5	—	$ 104.5	—
Bonds and other long-term investments	8.5	8.5	—	—
Interest rate derivatives	7.4	—	7.4	—
Foreign currency derivatives	4.9	—	4.9	—
Total	$ 202.6	$ 85.8	$ 116.8	—
Liabilities				
Foreign currency derivatives	$ 1.4	—	$ 1.4	—
Total	$ 1.4	—	$ 1.4	—

(millions)	Fair value	Fair value measurements using fair value hierarchy as of November 30, 2013 Level 1	Level 2	Level 3
Assets				
Cash and cash equivalents	$ 63.0	$ 63.0	—	—
Insurance contracts	90.1	—	$ 90.1	—
Bonds and other long-term investments	13.3	13.3	—	—
Interest rate derivatives	12.2	—	12.2	—
Foreign currency derivatives	1.1	—	1.1	—
Total	$ 179.7	$ 76.3	$ 103.4	—
Liabilities				
Foreign currency derivatives	$ 1.6	—	$ 1.6	—
Total	$ 1.6	—	$ 1.6	—

The fair values of insurance contracts are based upon the underlying values of the securities in which they are invested and are from quoted market prices from various stock and bond exchanges for similar type assets. The fair values of bonds and other long-term investments are based on quoted market prices from various stock and bond exchanges. The fair values for interest rate and foreign currency derivatives are based on values for similar instruments using models with market based inputs.

9. ACCUMULATED OTHER COMPREHENSIVE LOSS

The following table sets forth the components of accumulated other comprehensive loss, net of tax where applicable (in millions):

(millions)	2014	2013
Accumulated other comprehensive loss, net of tax where applicable		
Foreign currency translation adjustment	$ 32.1	$ 165.7
Unrealized gain (loss) on foreign currency exchange contracts	3.0	(0.3)
Unamortized value of settled interest rate swaps	2.9	2.0
Pension and other postretirement costs	(224.0)	(167.7)
	$ (186.0)	$ (0.3)

The following table sets forth the amounts reclassified from accumulated other comprehensive income (loss) and into consolidated net income for the years ended November 30, 2014, 2013 and 2012:

(millions) Accumulated Other Comprehensive Income (Loss) Components	2014	2013	2012	Affected Line Items in the Consolidated Income Statement
Gains/ (losses) on cash flow hedges:				
Interest rate derivatives	$ (0.2)	$ (1.3)	$ (1.4)	Interest expense
Foreign exchange contracts	(1.1)	0.3	0.6	Cost of goods sold
Total before taxes	(1.3)	(1.0)	(0.8)	
Tax effect	0.3	0.3	0.2	Income taxes
Net, after tax	$ (1.0)	$ (0.7)	$ (0.6)	
Amortization of pension and postretirement benefit adjustments:				
Amortization of prior service costs (1)	$ 0.3	$ (0.8)	$ (3.5)	SG&A expense/ Cost of goods sold
Amortization of net actuarial losses (1)	16.4	36.5	21.6	SG&A expense/ Cost of goods sold
Total before taxes	16.7	35.7	18.1	
Tax effect	(5.7)	(12.1)	(6.2)	Income taxes
Net, after tax	$ 11.0	$ 23.6	$ 11.9	

(1) This accumulated other comprehensive income (loss) component is included in the computation of total pension expense and total other postretirement expense (refer to note 10 for additional details).

10. EMPLOYEE BENEFIT AND RETIREMENT PLANS

We sponsor defined benefit pension plans in the U.S. and certain foreign locations. In addition, we sponsor defined contribution plans in the U.S. and contribute to government-sponsored retirement plans in locations outside the U.S. We also currently provide postretirement medical and life insurance benefits to certain U.S. employees.

Included in accumulated other comprehensive loss at November 30, 2014 was $330.0 million ($224.0 million net of tax) related to net unrecognized actuarial losses of $327.9 million and unrecognized prior service costs of $2.1 million that have not yet been recognized in net periodic pension or postretirement benefit cost. We expect to recognize $23.4 million ($15.7 million net of tax) in net periodic pension and postretirement benefit expense during 2015 related to the amortization of actuarial losses of $23.1 million and the amortization of prior service costs of $0.3 million.

Defined Benefit Pension Plans

The significant assumptions used to determine benefit obligations are as follows as of November 30:

	United States		International	
	2014	2013	2014	2013
Discount rate—funded plan	4.4%	5.2%	3.8%	4.6%
Discount rate—unfunded plan	4.3%	5.1%	—	—
Salary scale	3.8%	3.8%	3.0-3.8%	3.0-3.8%

The significant assumptions used to determine pension expense are as follows:

	United States			International		
	2014	2013	2012	2014	2013	2012
Discount rate—funded plan	5.2%	4.3%	5.5%	4.6%	4.4%	5.1%
Discount rate—unfunded plan	5.1%	4.2%	5.4%	—	—	—
Salary scale	3.8%	3.8%	3.8%	3.0-3.8%	3.0-3.8%	3.0-3.8%
Expected return on plan assets	8.0%	8.0%	8.3%	6.4%	6.6%	6.7%

Annually, we undertake a process, with the assistance of our external investment consultants, to evaluate the appropriate projected rates of return to use for our pension plans' assumptions. We engage our investment consultants' research teams to develop capital market assumptions for each asset category in our plans to project investment returns into the future. The specific methods used to develop expected return assumptions vary by asset category. We adjust the outcomes for the fact that plan assets are invested with actively managed funds and subject to tactical asset reallocation.

Our 2013 pension expense includes a loss on voluntary pension settlement of $15.3 million related to the U.S. pension plan. During the third quarter of 2013, we offered former employees with deferred vested benefits in that plan the opportunity to settle those benefits in exchange for a lump sum payment. Based upon the acceptance of that offer by certain employees, $63.3 million was paid from plan assets in the fourth quarter of 2013 with a corresponding decrease in the benefit obligation and we recognized the $15.3 million settlement loss previously described. The loss on voluntary pension settlement is reflected as a separate line in the consolidated income statement.

Our pension expense was as follows:

	United States			International		
(millions)	2014	2013	2012	2014	2013	2012
Service cost	$ 20.0	$ 23.2	$ 17.5	$ 7.8	$ 8.8	$ 6.8
Interest costs	31.1	31.2	31.8	13.8	12.6	12.8
Expected return on plan assets	(38.8)	(41.4)	(37.8)	(18.7)	(17.2)	(16.2)
Loss on voluntary pension settlement	—	15.3	—	—	—	—
Amortization of prior service costs	—	—	0.1	0.3	0.4	0.4
Amortization of net actuarial loss	11.8	29.5	18.1	4.6	5.6	3.5
Other	—	—	—	—	0.1	—
	$ 24.1	$ 57.8	$ 29.7	$ 7.8	$ 10.3	$ 7.3

Rollforward of the benefit obligation, fair value of plan assets and a reconciliation of the pension plans' funded status as of November 30, the measurement date, follows:

	United States		International	
(millions)	2014	2013	2014	2013
Change in benefit obligation:				
Benefit obligation at beginning of year	$ 607.7	$ 735.2	$ 304.9	$ 300.8
Service cost	20.0	23.2	7.8	8.8
Interest costs	31.1	31.2	13.8	12.6
Employee contributions	—	—	1.5	1.7
Voluntary pension settlement	—	(63.3)	—	—
Plan changes and other	—	—	(0.6)	(1.4)
Actuarial (gain) loss	94.0	(97.8)	49.9	(5.5)
Benefits paid	(24.4)	(20.8)	(13.9)	(8.6)
Expenses paid	—	—	(0.8)	(0.8)
Foreign currency impact	—	—	(21.0)	(2.7)
Benefit obligation at end of year	$ 728.4	$ 607.7	$ 341.6	$ 304.9
Change in fair value of plan assets:				
Fair value of plan assets at beginning of year	$ 552.3	$ 519.8	$ 279.9	$ 247.6
Actual return on plan assets	43.9	84.5	44.8	31.4
Employer contributions	4.5	32.1	12.3	10.6
Employee contributions	—	—	1.5	1.7
Voluntary pension settlement	—	(63.3)	—	—
Benefits paid	(24.4)	(20.8)	(13.9)	(8.6)
Expenses paid	—	—	(0.8)	(0.8)
Foreign currency impact	—	—	(18.5)	(2.0)
Fair value of plan assets at end of year	$ 576.3	$ 552.3	$ 305.3	$ 279.9
Funded status	$ (152.1)	$ (55.4)	$ (36.3)	$ (25.0)
Pension plans in which accumulated benefit obligation exceeded plan assets				
Accumulated benefit obligation	$ 86.7	$ 76.8	$ 189.2	$ 191.4
Fair value of plan assets	—	—	174.2	176.8

Included in the U.S. in the preceding table is a benefit obligation of $91.3 million and $81.2 million for 2014 and 2013, respectively, related to a nonqualified defined benefit plan pursuant to which we will pay supplemental pension benefits to certain key employees upon retirement based upon the employees' years of service and compensation. The accumulated benefit obligation related to this plan was $86.7 million and $76.8 million as of November 30, 2014 and 2013, respectively. The assets related to this plan, which totaled $79.6 million and $74.4 million as of November 30, 2014 and 2013, respectively, are held in a rabbi trust and accordingly have not been included in the preceding table.

Amounts recorded in the balance sheet for all defined benefit pension plans consist of the following:

	United States		International	
(millions)	2014	2013	2014	2013
Non-current pension asset	—	$ 25.8	$ 0.3	—
Accrued pension liability	$ 152.1	81.2	36.6	$ 25.0
Deferred income tax assets	87.9	59.4	19.3	15.7
Accumulated other comprehensive loss	144.0	95.5	82.5	74.1

The accumulated benefit obligation is the present value of pension benefits (whether vested or unvested) attributed to employee service rendered before the measurement date and based on employee service and compensation prior to that date. The accumulated benefit obligation differs from the projected benefit obligation in that it includes no assumption about future compensation or service levels. The accumulated benefit obligation for the U.S. pension plans was $636.7 million and $532.8 million as of November 30, 2014 and 2013, respectively. The accumulated benefit obligation for the international pension plans was $310.9 million and $276.5 million as of November 30, 2014 and 2013, respectively.

The investment objectives of the defined benefit pension plans are to provide assets to meet the current and future obligations of the plans at a reasonable cost to us. The goal is to optimize the long-term return across the portfolio of investments at a moderate level of risk. Higher-returning assets include mutual, co-mingled and other funds comprised of equity securities, utilizing both active and passive investment styles. These more volatile assets are balanced with less volatile assets, primarily mutual, co-mingled and other funds comprised of fixed income securities. Professional investment firms are engaged to provide advice on the selection and monitoring of investment funds, and to provide advice on the allocation of plan assets across the various fund managers. This advice is based in part on the duration of each plan's liability. The investment return performances are evaluated quarterly against specific benchmark indices and against a peer group of funds of the same asset classification.

Our allocations of U.S. pension plan assets as of November 30, 2014 and 2013, by asset category, were as follows:

	Actual		2014
Asset Category	2014	2013	Target
Equity securities	70.4%	70.2%	65.0%
Fixed income securities	15.5%	23.1%	17.5%
Other	14.1%	6.7%	17.5%
Total	100.0%	100.0%	100.0%

The allocations of the international pension plans' assets as of November 30, 2014 and 2013, by asset category, were as follows:

	Actual		2014
Asset Category	2014	2013	Target
Equity securities	56.6%	57.6%	53.0%
Fixed income securities	43.2%	42.1%	41.0%
Other	0.2%	0.3%	6.0%
Total	100.0%	100.0%	100.0%

The following tables set forth by level, within the fair value hierarchy as described in note 8, pension plan assets at their fair value as of November 30, 2014 and 2013 for the United States and international plans:

As of November 30, 2014	United States			
(millions)	Total fair value	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 15.0	$ 15.0	—	—
Equity securities:				
U.S. equity securities[(a)]	301.0	144.3	$ 156.7	—
International equity securities[(b)]	111.1	111.1	—	—
Fixed income securities:				
U.S./government/ corporate bonds[(c)]	30.6	30.6	—	—
High yield bonds[(d)]	31.9	—	31.9	—
International/government/ corporate bonds[(e)]	25.9	25.9	—	—
Insurance contracts[(f)]	1.1	—	1.1	—
Other types of investments:				
Hedge funds[(g)]	54.7	—	—	$ 54.7
Private equity funds[(h)]	5.0	—	—	5.0
Total investments	$ 576.3	$ 326.9	$ 189.7	$ 59.7

As of November 30, 2014	International			
(millions)	Total fair value	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 0.6	$ 0.6	—	—
International equity securities[(b)]	172.7	—	$ 172.7	—
Fixed income securities:				
U.S./government/ corporate bonds[(c)]	108.5	—	108.5	—
Insurance contracts[(f)]	23.5	—	23.5	—
Total investments	$ 305.3	$ 0.6	$ 304.7	—

As of November 30, 2013	United States			
(millions)	Total fair value	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 13.5	$ 13.5	—	—
Equity securities:				
U.S. equity securities[(a)]	277.2	129.5	$ 147.7	—
International equity securities[(b)]	110.7	110.7	—	—
Fixed income securities:				
U.S./government/ corporate bonds[(c)]	72.5	72.5	—	—
High yield bonds[(d)]	29.3	—	29.3	—
International/government/ corporate bonds[(e)]	24.7	24.7	—	—
Insurance contracts[(f)]	1.0	—	1.0	—
Other types of investments:				
Hedge funds[(g)]	18.5	—	—	$ 18.5
Private equity funds[(h)]	4.9	—	—	4.9
Total investments	$ 552.3	$ 350.9	$ 178.0	$ 23.4

As of November 30, 2013	International			
(millions)	Total fair value	Level 1	Level 2	Level 3
Cash and cash equivalents	$ 0.6	$ 0.6	—	—
International equity securities[(b)]	161.4	—	$ 161.4	—
Fixed income securities:				
U.S./government/ corporate bonds[(c)]	99.3	—	99.3	—
Insurance contracts[(f)]	18.6	—	18.6	—
Total investments	$ 279.9	$ 0.6	$ 279.3	—

(a) This category comprises equity funds and collective equity trust funds that most closely track the S&P index and other equity indices.
(b) This category comprises international equity funds with varying benchmark indices.
(c) This category comprises funds consisting of U.S. government and U.S. corporate bonds and other fixed income securities. An appropriate benchmark is the Barclays Capital Aggregate Bond Index.
(d) This category comprises funds consisting of real estate related debt securities with an appropriate benchmark of the Barclays Investment Grade CMBS Index.
(e) This category comprises funds consisting of international government/corporate bonds and other fixed income securities with varying benchmark indices.
(f) This category comprises insurance contracts, the majority of which have a guaranteed investment return.
(g) This category comprises hedge funds investing in strategies represented in various HFRI Fund Indices.
(h) This category comprises private equity, venture capital and limited partnerships.

The change in fair value of the plans' Level 3 assets for 2014 is summarized as follows:

(millions)	Beginning of year	Realized gains	Unrealized gains (losses)	Net, purchases and (sales)	End of year
Hedge funds	$ 18.5	$ 1.5	$ (1.7)	$ 36.4	$ 54.7
Private equity funds	4.9	0.9	0.2	(1.0)	5.0
Total	$ 23.4	$ 2.4	$ (1.5)	$ 35.4	$ 59.7

The change in fair value of the plans' Level 3 assets for 2013 is summarized as follows:

(millions)	Beginning of year	Realized gains	Unrealized gains (losses)	Net, purchases and (sales)	End of year
Hedge funds	$ 21.1	$ 0.9	$ 1.5	$ (5.0)	$ 18.5
Private equity funds	5.3	0.5	(0.1)	(0.8)	4.9
Total	$ 26.4	$ 1.4	$ 1.4	$ (5.8)	$ 23.4

The value for the Level 3 hedge funds' assets is determined by an administrator using financial statements of the underlying funds or estimates provided by fund managers. The value for the Level 3 private equity funds' assets is determined by the general partner or the general partner's designee. In addition, for the plans' Level 3 assets, we engage an independent advisor to compare the funds' returns to other funds with similar strategies. Each fund is required to have an annual audit by an independent accountant, which is provided to the independent advisor. This provides a basis of comparability relative to similar assets in this category.

Equity securities in the U.S. plan included McCormick stock with a fair value of $33.0 million (0.5 million shares and 5.7% of total U.S. pension plan assets) and $31.6 million (0.5 million shares and 5.7% of total U.S. pension plan assets) at November 30, 2014 and 2013, respectively. Dividends paid on these shares were $0.7 million in 2014 and $0.6 million in 2013.

Pension benefit payments in our most significant plans are made from assets of the pension plans. It is anticipated that future benefit payments for the U.S. plans for the next 10 fiscal years will be as follows:

(millions)	United States expected payments
2015	$ 24.5
2016	25.5
2017	27.4
2018	30.1
2019	31.7
2020-2024	195.4

It is anticipated that future benefit payments for the international plans for the next 10 fiscal years will be as follows:

(millions)	International expected payments
2015	$ 8.5
2016	8.9
2017	9.9
2018	10.8
2019	12.3
2020-2024	79.7

U.S. Defined Contribution Retirement Plans

For the U.S. defined contribution retirement plan, we match 100% of a participant's contribution up to the first 3% of the participant's salary, and 50% of the next 2% of the participant's salary. In addition we make contributions for U.S. employees not covered by the defined benefit plan. Some of our smaller U.S. subsidiaries sponsor separate 401(k) retirement plans. Our contributions charged to expense under all 401(k) retirement plans were $7.7 million, $7.7 million and $7.4 million in 2014, 2013 and 2012, respectively.

At the participant's election, 401(k) retirement plans held 2.3 million shares of McCormick stock, with a fair value of $164.9 million, at November 30, 2014. Dividends paid on these shares in 2014 were $3.5 million.

Postretirement Benefits Other Than Pensions

We currently provide postretirement medical and life insurance benefits to certain U.S. employees who were covered under the active employees' plan and retire after age 55 with at least five years of service. The subsidy provided under these plans is based primarily on age at date of retirement. These benefits are not pre-funded but paid as incurred. Employees hired after December 31, 2008 are not eligible for a company subsidy. They are eligible for coverage on an access-only basis.

Our other postretirement benefit expense follows:

(millions)	2014	2013	2012
Service cost	$ 3.6	$ 5.1	$ 4.0
Interest costs	4.3	4.1	4.9
Amortization of prior service costs	—	(1.2)	(4.0)
Amortization of losses	—	1.4	—
Special termination benefits	—	—	(0.1)
Postretirement benefit expense	$ 7.9	$ 9.4	$ 4.8

Rollforwards of the benefit obligation, fair value of plan assets and a reconciliation of the plans' funded status at November 30, the measurement date, follow:

(millions)	2014	2013
Change in benefit obligation:		
Benefit obligation at beginning of year	$ 94.9	$ 112.8
Service cost	3.6	5.1
Interest costs	4.3	4.1
Employee contributions	2.9	2.9
Demographic assumptions change	(5.8)	(8.1)
Other plan assumptions	1.1	(1.5)
Trend rate assumption change	0.1	—
Discount rate change	5.8	(8.7)
Actuarial gain	(2.3)	(3.3)
Benefits paid	(8.3)	(8.4)
Benefit obligation at end of year	$ 96.3	$ 94.9
Change in fair value of plan assets:		
Fair value of plan assets at beginning of year	—	—
Employer contributions	$ 5.4	$ 5.5
Employee contributions	2.9	2.9
Benefits paid	(8.3)	(8.4)
Fair value of plan assets at end of year	—	—
Other postretirement benefit liability	$ 96.3	$ 94.9

Estimated future benefit payments (net of employee contributions) for the next 10 fiscal years are as follows:

(millions)	Retiree medical	Retiree life insurance	Total
2015	$ 5.8	$ 1.1	$ 6.9
2016	5.7	1.1	6.8
2017	5.7	1.2	6.9
2018	5.8	1.2	7.0
2019	5.9	1.2	7.1
2020-2024	29.4	6.3	35.7

The assumed discount rate was 4.0% and 4.7% for 2014 and 2013, respectively.

For 2014, the assumed annual rate of increase in the cost of covered health care benefits is 7.0% (7.0% last year). It is assumed to decrease gradually to 5.0% in the year 2022 (5.0% in 2021 last year) and remain at that level thereafter. A one percentage point increase or decrease in the assumed health care cost trend rate would have had an immaterial effect on the benefit obligation and the total of service and interest cost components for 2014.

11. STOCK-BASED COMPENSATION

We have three types of stock-based compensation awards: restricted stock units (RSUs), stock options and company stock awarded as part of our long-term performance plan (LTPP) (formerly known as our mid-term incentive program or MTIP). Total stock-based compensation expense for 2014, 2013 and 2012 was $18.2 million, $18.7 million and $20.2 million, respectively. Total unrecognized stock-based compensation expense at November 30, 2014 was $18.9 million and the weighted-average period over which this will be recognized is 1.1 years. As of November 30, 2014, we have 5.8 million shares remaining available for future issuance under our RSUs, stock option and LTPP award programs.

For all awards, forfeiture rates are considered in the calculation of compensation expense.

Below we have summarized the key terms and the methods of valuation and expense recognition for each of our stock-based compensation awards.

RSUs
RSUs are valued at the market price of the underlying stock, discounted by foregone dividends, on the date of grant. Substantially all of the RSUs granted in 2014 vest over a three-year term or upon retirement. Prior to 2014, substantially all of the RSUs granted vested over a two-year term or upon retirement. Compensation expense is recorded in the income statement ratably over the shorter of the period until vested or the employee's retirement eligibility date.

A summary of our RSU activity for the years ended November 30 follows:

(shares in thousands)	2014		2013		2012	
	Shares	Weighted-average price	Shares	Weighted-average price	Shares	Weighted-average price
Beginning of year	161	$ 60.86	192	$ 49.65	233	$ 43.23
Granted	180	71.15	89	71.60	113	54.30
Vested	(93)	62.57	(116)	50.91	(147)	42.82
Forfeited	(9)	70.14	(4)	59.25	(7)	47.88
Outstanding—end of year	239	$ 67.60	161	$ 60.86	192	$ 49.65

Stock Options
Stock options are granted with an exercise price equal to the market price of the stock on the date of grant. Substantially all of the options granted in 2014 vested ratably over a three-year period or upon retirement and are exercisable over a 10-year period. Prior to 2014, substantially all of the options granted vest ratably over a four-year period or upon retirement. Upon exercise of the option, shares are issued from our authorized and unissued shares.

The fair value of the options is estimated with a lattice option pricing model which uses the assumptions in the table below. We believe the lattice model provides an appropriate estimate of fair value of our options as it allows for a range of possible outcomes over an option term and can be adjusted for changes in certain assumptions over time. Expected volatilities are based on the historical performance of our stock. We also use historical data to estimate the timing and amount of option exercises and forfeitures within the valuation model. The expected term of the options is an output of the option pricing model and estimates the period of time that options are expected to remain unexercised. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant. Compensation expense is calculated based on the fair value of the options on the date of grant. This compensation is recorded in the income statement ratably over the shorter of the period until vested or the employee's retirement eligibility date.

The per share weighted-average fair value for all options granted was $9.48, $9.47 and $7.17 in 2014, 2013 and 2012, respectively. These fair values were computed using the following range of assumptions for our various stock compensation plans for the years ended November 30:

	2014	2013	2012
Risk-free interest rates	0.1 - 2.7%	0.1 - 1.8%	0.1 - 2.2%
Dividend yield	2.1%	1.9%	2.3%
Expected volatility	15.6 - 20.1%	14.5 - 20.6%	16.5 - 21.6%
Expected lives	5.8 years	6.2 years	6.1 years

Under our stock option plans, we may issue shares on a net basis at the request of the option holder. This occurs by netting the option cost in shares from the shares exercised.

A summary of our stock option activity for the years ended November 30 follows:

(shares in millions)	2014		2013		2012	
	Shares	Weighted-average exercise price	Shares	Weighted-average exercise price	Shares	Weighted-average exercise price
Beginning of year	4.6	$ 47.73	5.1	$ 40.06	6.6	$ 34.98
Granted	1.1	71.12	0.9	71.60	0.9	54.27
Exercised	(0.8)	37.19	(1.3)	34.11	(2.4)	31.43
Forfeited	(0.1)	67.22	(0.1)	57.33	—	—
Outstanding—end of year	4.8	54.17	4.6	47.73	5.1	40.06
Exercisable—end of year	2.8	$ 45.71	2.7	$ 39.62	2.7	$ 34.99

As of November 30, 2014, the intrinsic value (the difference between the exercise price and the market price) for all options currently outstanding was $96.5 million and for options currently exercisable was $81.0 million. At November 30, 2014, the differences between options outstanding and options expected to vest and their related weighted average exercise prices, aggregate intrinsic values and weighted average remaining lives were not material. The total intrinsic value of all options exercised during the years ended November 30, 2014, 2013 and 2012 was $25.9 million, $43.7 million and $62.8 million, respectively. A summary of our stock options outstanding and exercisable at November 30, 2014 follows:

(shares in millions)	Options outstanding			Options exercisable		
Range of exercise price	Shares	Weighted-average remaining life (yrs)	Weighted-average exercise price	Shares	Weighted-average remaining life (yrs)	Weighted-average exercise price
$20.00 - $40.00	1.4	3.9	$ 35.71	1.4	3.9	$ 35.71
$40.01 - $60.00	1.5	6.8	50.77	1.0	6.7	50.24
$60.01 - $80.00	1.9	8.9	71.33	0.4	8.5	71.48
	4.8	6.5	$ 54.17	2.8	5.1	$ 45.71

LTPP

Our LTPP delivers awards in a combination of cash and company stock. The stock compensation portion of the LTPP awards shares of company stock if certain company performance objectives are met at the end of a three-year period. These awards are valued at the market price of the underlying stock on the date of grant. Compensation expense is recorded in the income statement ratably over the three-year period of the program based on the number of shares ultimately expected to be awarded using our estimate of the most likely outcome of achieving the performance objectives.

A summary of the LTPP award activity for the years ended November 30 follows:

(shares in thousands)	2014		2013		2012	
	Shares	Weighted-average price	Shares	Weighted-average price	Shares	Weighted-average price
Beginning of year	334	$ 51.73	240	$ 46.63	120	$ 44.47
Granted	105	69.04	94	64.74	120	48.78
Vested	(118)	44.47	—	—	—	—
Performance adjustment	(55)	48.78	—	—	—	—
Forfeited	(35)	65.42	—	—	—	—
Outstanding—end of year	231	$ 61.94	334	$ 51.73	240	$ 46.63

12. INCOME TAXES

The provision for income taxes consists of the following:

(millions)	2014	2013	2012
Income taxes			
Current			
Federal	$ 91.3	$ 96.4	$ 79.4
State	11.3	10.3	10.1
International	37.2	42.2	26.0
	139.8	148.9	115.5
Deferred			
Federal	2.8	(0.1)	21.3
State	0.3	(0.4)	4.0
International	3.0	(14.8)	(1.0)
	6.1	(15.3)	24.3
Total income taxes	$ 145.9	$ 133.6	$ 139.8

The components of income from consolidated operations before income taxes follow:

(millions)	2014	2013	2012
Pretax income			
United States	$ 333.2	$ 351.2	$ 366.2
International	221.2	148.2	159.9
	$ 554.4	$ 499.4	$ 526.1

A reconciliation of the U.S. federal statutory rate with the effective tax rate follows:

	2014	2013	2012
Federal statutory tax rate	35.0 %	35.0 %	35.0 %
State income taxes, net of federal benefits	1.3	1.2	1.7
International tax at different effective rates	(7.0)	(6.9)	(6.5)
U.S. tax on remitted and unremitted earnings	0.4	—	(2.0)
U.S. manufacturing deduction	(1.6)	(1.8)	(1.6)
Changes in prior year tax contingencies	(2.0)	0.3	(0.1)
Other, net	0.2	(1.0)	0.1
Total	26.3 %	26.8 %	26.6 %

Deferred tax assets and liabilities are comprised of the following:

(millions)	2014	2013
Deferred tax assets		
Employee benefit liabilities	$ 145.0	$ 110.3
Other accrued liabilities	23.9	23.5
Inventory	10.8	11.1
Tax loss and credit carryforwards	38.9	41.4
Other	11.7	9.5
Valuation allowance	(21.8)	(21.2)
	208.5	174.6
Deferred tax liabilities		
Depreciation	38.8	45.3
Intangible assets	192.6	178.2
Other	8.7	7.4
	240.1	230.9
Net deferred tax liability	$ (31.6)	$ (56.3)

At November 30, 2014, our non-U.S. subsidiaries have tax loss carryforwards of $142.3 million. Of these carryforwards, $26.9 million expire through 2016, $48.5 million from 2017 through 2025 and $66.9 million may be carried forward indefinitely.

At November 30, 2014, our non-U.S. subsidiaries have capital loss carryforwards of $5.9 million. All of these carryforwards may be carried forward indefinitely.

At November 30, 2014, we have tax credit carryforwards of $17.5 million, of which $3.4 million expire in 2020, $0.6 million in 2021 and $13.5 million in 2022.

A valuation allowance has been provided to record deferred tax assets at their net realizable value based on a more likely than not criteria. The $0.6 million net increase in the valuation allowance was mainly due to the recognition of deferred tax assets related to subsidiaries net operating losses which are now more likely than not to be realized, offset by additional valuation allowance related to losses generated in other subsidiaries in 2014 which may not be realized in future periods.

U.S. income taxes are not provided for unremitted earnings of international subsidiaries and affiliates where our intention is to reinvest these earnings permanently. Unremitted earnings of such entities were $1.25 billion at November 30, 2014. Upon distribution of these earnings, we could be subject to both U.S. income taxes and withholding taxes. Determination of the unrecognized deferred income tax liability is not practical because of the complexities involved with this hypothetical calculation.

The total amount of unrecognized tax benefits as of November 30, 2014 and November 30, 2013 were $55.7 million and $58.0 million, respectively. If recognized, $45.6 million of these tax benefits would affect the effective tax rate.

The following table summarizes the activity related to our gross unrecognized tax benefits for the years ended November 30:

(millions)	2014	2013	2012
Balance at beginning of year	$ 58.0	$ 46.7	$ 33.2
Additions for current year tax positions	11.4	10.3	10.6
Additions for prior year tax positions	0.7	2.2	3.9
Reductions for prior year tax positions	(9.5)	—	—
Settlements	(3.5)	—	—
Statute expirations	(0.7)	(0.1)	(1.2)
Foreign currency translation	(0.7)	(1.1)	0.2
Balance at November 30	$ 55.7	$ 58.0	$ 46.7

We record interest and penalties on income taxes in income tax expense. We recognized interest and penalty expense of $0.5 million, $1.3 million and $1.4 million for the years ended November 30, 2014, 2013 and 2012, respectively. As of November 30, 2014 and 2013, we had accrued $5.0 million and $5.2 million, respectively, of interest and penalties related to unrecognized tax benefits.

Tax settlements or statute of limitation expirations could result in a change to our uncertain tax positions. We believe that it is reasonably possible that the total amount of unrecognized tax benefits as of November 30, 2014 could decrease by approximately $2.1 million in the next 12 months as a result of various statute expirations, audit closures and/or tax settlements.

We file income tax returns in the U.S. federal jurisdiction and various state and non-U.S. jurisdictions. The open years subject to tax audits vary depending on the tax jurisdictions. In major jurisdictions, we are no longer subject to income tax audits by taxing authorities for years before 2007.

We reached the following tax settlements during 2014: (1) a settlement with respect to the French taxing authority's audits of the 2007-2013 tax years; and (2) a settlement with respect to the Internal Revenue Service (IRS) examination of our U.S. federal income tax return for the 2007 and 2008 tax years.

We are under normal recurring tax audits in several of our major operations outside the U.S. While it is often difficult to predict the final outcome or the timing of resolution of any particular uncertain tax position, we believe that our reserves for uncertain tax positions are adequate to cover existing risks and exposures.

13. EARNINGS PER SHARE

The reconciliation of shares outstanding used in the calculation of basic and diluted earnings per share for the years ended November 30 follows:

(millions)	2014	2013	2012
Average shares outstanding—basic	129.9	132.1	132.7
Effect of dilutive securities:			
Stock options/RSUs/LTTP	1.1	1.5	1.6
Average shares outstanding—diluted	131.0	133.6	134.3

The following table sets forth the stock options and RSUs for the years ended November 30 which were not considered in our earnings per share calculation since they were antidilutive.

(millions)	2014	2013	2012
Antidilutive securities	1.6	0.6	0.3

14. CAPITAL STOCK

Holders of Common Stock have full voting rights except that (1) the voting rights of persons who are deemed to own beneficially 10% or more of the outstanding shares of Common Stock are limited to 10% of the votes entitled to be cast by all holders of shares of Common Stock regardless of how many shares in excess of 10% are held by such person; (2) we have the right to redeem any or all shares of stock owned by such person unless such person acquires more than 90% of the outstanding shares of each class of our common stock; and (3) at such time as such person controls more than 50% of the vote entitled to be cast by the holders of outstanding shares of Common Stock, automatically, on a share-for-share basis, all shares of Common Stock Non-Voting will convert into shares of Common Stock.

Holders of Common Stock Non-Voting will vote as a separate class on all matters on which they are entitled to vote. Holders of Common Stock Non-Voting are entitled to vote on reverse mergers and statutory share exchanges where our capital stock is converted into other securities or property, dissolution of the company and the sale of substantially all of our assets, as well as forward mergers and consolidation of the company.

15. COMMITMENTS AND CONTINGENCIES

During the normal course of our business, we are occasionally involved with various claims and litigation. Reserves are established in connection with such matters when a loss is probable and the amount of such loss can be reasonably estimated. At November 30, 2014 and 2013, no material reserves were recorded. No reserves are established for losses which are only reasonably possible. The determination of probability and the estimation of the actual amount of any such loss is inherently unpredictable, and it is therefore possible that the eventual outcome of such claims and litigation could exceed the estimated reserves, if any. However, we believe that the likelihood that any such excess might have a material adverse effect on our financial statements is remote.

16. BUSINESS SEGMENTS AND GEOGRAPHIC AREAS

Business Segments

We operate in two business segments: consumer and industrial. The consumer and industrial segments manufacture, market and distribute spices, seasoning mixes, condiments and other flavorful products throughout the world. Our consumer segment sells to retail outlets, including grocery, mass merchandise, warehouse clubs, discount and drug stores under the “McCormick” brand and a variety of brands around the world, including “Lawry’s”, “Zatarain’s”, “Simply Asia”, “Thai Kitchen”, “Ducros”, “Vahiné”, “Schwartz”, “Club House”, “Kamis”, “Kohinoor” and "DaQiao". Our industrial segment sells to food manufacturers and the foodservice industry both directly and indirectly through distributors.

In each of our segments, we produce and sell many individual products which are similar in composition and nature. With their primary attribute being flavor, we regard the products within each of our segments to be fairly homogenous. It is impracticable to segregate and identify sales and profits for each of these individual product lines.

We measure segment performance based on operating income excluding special charges and loss on voluntary pension settlement as these activities are managed separately from the business segments. Although the segments are managed separately due to their distinct distribution channels and marketing strategies, manufacturing and warehousing are often integrated to maximize cost efficiencies. We do not segregate jointly utilized assets by individual segment for internal reporting, evaluating performance or allocating capital. Therefore, asset-related information has been disclosed in the aggregate.

We have a large number of customers for our products. Sales to one of our consumer business customers, Wal-Mart Stores, Inc., accounted for 11% of consolidated sales in 2014, 12% of consolidated sales in 2013 and 11% of consolidated sales in 2012. Sales to one of our industrial business customers, PepsiCo, Inc., accounted for 11% of consolidated sales in 2014, 2013 and 2012.

Accounting policies for measuring segment operating income and assets are consistent with those described in note 1. Because of integrated manufacturing for certain products within the segments, products are not sold from one segment to another but rather inventory is transferred at cost. Inter-segment sales are not material. Corporate assets include cash, deferred taxes, investments and certain fixed assets.

Business Segment Results

(millions)	Consumer	Industrial	Total segments	Corporate & other	Total
2014					
Net sales	$ 2,625.5	$ 1,617.7	$ 4,243.2	—	$ 4,243.2
Operating income excluding special charges	474.3	133.9	608.2	—	608.2
Income from unconsolidated operations	28.2	1.2	29.4	—	29.4
Goodwill	1,581.1	141.1	1,722.2	—	1,722.2
Assets	—	—	4,169.7	$ 244.6	4,414.3
Capital expenditures	—	—	108.6	24.1	132.7
Depreciation and amortization	—	—	71.7	31.0	102.7
2013					
Net sales	$ 2,538.0	$ 1,585.4	$ 4,123.4	—	$ 4,123.4
Operating income excluding special charges and loss on voluntary pension settlement	472.3	118.5	590.8	—	590.8
Income from unconsolidated operations	19.5	3.7	23.2	—	23.2
Goodwill	1,654.7	143.8	1,798.5	—	1,798.5
Assets	—	—	4,142.9	$ 306.8	4,449.7
Capital expenditures	—	—	84.2	15.7	99.9
Depreciation and amortization	—	—	74.8	31.2	106.0
2012					
Net sales	$ 2,415.3	$ 1,598.9	$ 4,014.2	—	$ 4,014.2
Operating income	456.1	122.2	578.3	—	578.3
Income from unconsolidated operations	17.3	4.2	21.5	—	21.5
Goodwill	1,551.0	144.3	1,695.3	—	1,695.3
Assets	—	—	3,912.2	$ 253.2	4,165.4
Capital expenditures	—	—	88.8	21.5	110.3
Depreciation and amortization	—	—	75.1	27.7	102.8

A reconciliation of operating income excluding special charges and loss on voluntary pension settlement (which we use to measure segment profitability) to operating income for the years ended November 30, 2014 and 2013 is as follows:

(millions)	2014	2013
Operating income excluding special charges and loss on voluntary pension settlement	$ 608.2	$ 590.8
Less: Special charges	5.2	25.0
Less: Loss on voluntary pension settlement	—	15.3
Operating income	$ 603.0	$ 550.5

Geographic Areas

We have net sales and long-lived assets in the following geographic areas:

(millions)	United States	EMEA	Other countries	Total
2014				
Net sales	$ 2,357.5	$ 930.8	$ 954.9	$ 4,243.2
Long-lived assets	1,284.0	920.0	451.7	2,655.7
2013				
Net sales	$ 2,357.0	$ 883.4	$ 883.0	$ 4,123.4
Long-lived assets	1,275.7	989.2	443.6	2,708.5
2012				
Net sales	$ 2,351.5	$ 860.5	$ 802.2	$ 4,014.2
Long-lived assets	1,291.5	956.6	318.0	2,566.1

Long-lived assets include property, plant and equipment, goodwill and intangible assets, net of accumulated depreciation and amortization.

17. SUPPLEMENTAL FINANCIAL STATEMENT DATA

Supplemental income statement, balance sheet and cash flow information follows:

(millions)	2014	2013
Inventories		
Finished products	$ 303.2	$ 304.6
Raw materials and work-in-process	410.6	372.3
	$ 713.8	$ 676.9
Prepaid expenses	$ 20.3	$ 37.7
Other current assets	111.2	97.1
	$ 131.5	$ 134.8
Property, plant and equipment		
Land and improvements	$ 57.6	$ 59.3
Buildings	346.4	335.4
Machinery and equipment	700.7	661.3
Software	301.7	292.5
Construction-in-progress	75.0	59.2
Accumulated depreciation	(878.7)	(831.1)
	$ 602.7	$ 576.6
Investments and other assets		
Investments in affiliates	$ 156.3	$ 160.6
Long-term investments	113.0	103.4
Prepaid allowances	17.3	19.3
Other assets	55.8	87.7
	$ 342.4	$ 371.0
Other accrued liabilities		
Payroll and employee benefits	$ 132.8	$ 120.4
Sales allowances	127.3	124.5
Other	219.0	216.8
	$ 479.1	$ 461.7
Other long-term liabilities		
Pension	$ 182.3	$ 101.0
Postretirement benefits	89.5	88.2
Deferred taxes	108.2	139.3
Unrecognized tax benefits	47.3	53.0
Other	41.5	38.4
	$ 468.8	$ 419.9

(millions)	2014	2013	2012
Depreciation	$ 67.7	$ 67.5	$ 63.6
Software amortization	20.0	23.6	23.7
Interest paid	50.0	54.2	54.7
Income taxes paid	129.0	106.3	103.3

Dividends paid per share were $1.48 in 2014, $1.36 in 2013 and $1.24 in 2012.

18. SELECTED QUARTERLY DATA (UNAUDITED)

(millions except per share data)	First	Second	Third	Fourth
2014				
Net sales	$ 993.4	$ 1,033.4	$ 1,042.8	$ 1,173.6
Gross profit	391.5	412.5	420.1	506.1
Operating income	124.6	121.7	157.3	199.4
Net income	82.5	84.5	122.9	148.0
Basic earnings per share	0.63	0.65	0.95	1.15
Diluted earnings per share	0.62	0.64	0.94	1.14
Dividends paid per share—				
Common Stock and Common Stock Non-Voting	0.37	0.37	0.37	0.37
Market price—Common Stock				
High	70.00	72.00	73.04	73.18
Low	62.80	65.57	66.00	65.90
Market price—Common Stock Non-Voting				
High	70.02	72.31	73.09	74.33
Low	63.03	66.12	65.78	65.61
2013				
Net sales	$ 934.4	$ 1,002.6	$ 1,016.4	$ 1,170.1
Gross profit	361.7	394.4	407.6	502.2
Operating income	112.0	116.0	148.4	174.1
Net income	76.0	78.6	104.4	129.9
Basic earnings per share	0.57	0.60	0.79	0.99
Diluted earnings per share	0.57	0.59	0.78	0.98
Dividends paid per share—				
Common Stock and Common Stock Non-Voting	0.34	0.34	0.34	0.34
Market price—Common Stock				
High	67.28	74.60	73.41	70.00
Low	61.03	68.08	66.85	63.29
Market price—Common Stock Non-Voting				
High	67.32	74.76	73.36	70.20
Low	61.23	68.39	67.09	64.07

Operating income for the third and fourth quarters of 2014 included special charges of $2.3 million and $2.9 million, respectively, related to EMEA reorganization and other streamlining activities. For the third and fourth quarters of 2014, the after tax impact of these charges was $1.6 million and $2.1 million, respectively, and the basic and diluted earnings per share impact was $0.01 for the third quarter and $0.02 for the fourth quarter.

Operating income for the fourth quarter of 2013 included $25.0 million for special charges related to EMEA reorganization activities and $15.3 million of loss on voluntary pension settlements. The after tax impact of these two items is $29.2 million and the basic and diluted earnings per share impact is $0.22.

Earnings per share are computed independently for each of the quarters presented. Therefore, the sum of the quarters may not be equal to the full year earnings per share.

19. SUBSEQUENT EVENT

On January 26, 2015, we approved a voluntary early retirement plan to be offered to certain U.S. employees aged 55 years or older with at least ten years of service to the company. The cost of the voluntary early retirement plan (which includes enhanced separation benefits but does not include supplementary pension benefits) is expected to approximate $13 million, with the actual cost to be determined based upon acceptance by eligible employees, and to be recorded in the second quarter of 2015. This plan is part of a North American effectiveness initiative that, upon completion, is expected to generate cost savings of approximately $10 million in 2015 and annual cost savings of approximately $25 million beginning in 2016. We currently estimate the total cost to implement the North American effectiveness initiative to approximate $20 million, including the cost of the voluntary early retirement plan and other actions necessary to achieve the cost savings previously described, consisting principally of severance and related benefits that will be paid in cash. We continue to evaluate changes to our organization structure in certain other locations to enable us to reduce fixed costs, simplify or improve processes, and improve our competitiveness.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures, as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective.

Internal Control over Financial Reporting

Management's report on our internal control over financial reporting and the report of our Independent Registered Public Accounting Firm on internal control over financial reporting are included in our 2014 financial statements in Item 8 of this Report under the captions entitled "Report of Management" and "Report of Independent Registered Public Accounting Firm." No change occurred in our "internal control over financial reporting" (as defined in Rule 13a-15(f)) during our last fiscal quarter which has materially affected or is reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

None.

PART III.

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information responsive to this item is set forth in the sections titled "Corporate Governance," "Election of Directors" and "Section 16(a) Beneficial Ownership Reporting Compliance" in our 2015 Proxy Statement, incorporated by reference herein, to be filed within 120 days after the end of our fiscal year.

In addition to the executive officers described in the 2015 Proxy Statement incorporated by reference in this Item 10 of this Report, the following individuals are also executive officers of McCormick: Paul C. Beard, Cecile K. Perich, Jeffery D. Schwartz and Michael R. Smith.

Mr. Beard is 60 years old and, during the last five years, has held the following positions with McCormick: September 2013 to present–Senior Vice President Finance; January 2011 to September 2013–President Asia Pacific Zone; April 2008 to December 2010–Senior Vice President, Finance & Treasurer; March 2002 to April 2008– Vice President, Finance.

Ms. Perich is 63 years old and, during the last five years, has held the following positions with McCormick: April 2010 to present–Senior Vice President, Human Relations; January 2007 to April 2010–Vice President, Human Relations.

Mr. Schwartz is 45 years old and, during the last five years, has held the following positions with McCormick: December 2014 to present-Vice President, General Counsel & Secretary; February 2011 to December 2014-Associate General Counsel & Assistant Secretary; December 2009 to February 2011-Associate Counsel & Assistant Secretary.

Mr. Smith is 50 years old and, during the last five years, has held the following positions with McCormick: September 2014 to present-Senior Vice President, Finance Capital Markets & Chief Financial Officer North America; May 2012 to September 2014-Chief Financial Officer & Vice President Finance EMEA; September 2011 to

May 2012-Vice President-Treasury & Investor Relations; April 2005 to September 2011-Vice President, Finance & Administration-U.S. Consumer.

We have adopted a code of ethics that applies to all employees, including our principal executive officer, principal financial officer, principal accounting officer, and our Board of Directors. A copy of the code of ethics is available on our internet website at www.mccormickcorporation.com. We will satisfy the disclosure requirement under Item 5.05 of Form 8-K regarding any material amendment to our code of ethics, and any waiver from a provision of our code of ethics that applies to our principal executive officer, principal financial officer, principal accounting officer, or persons performing similar functions, by posting such information on our website at the internet website address set forth above.

ITEM 11. EXECUTIVE COMPENSATION

Information responsive to this item is incorporated herein by reference to the sections titled “Compensation of Directors,” “Compensation Discussion and Analysis,” “Compensation Committee Report,” “Summary Compensation Table,” “Grants of Plan-Based Awards,” “Narrative to the Summary Compensation Table,” “Outstanding Equity Awards at Fiscal Year-End,” “Option Exercises and Stock Vested in Last Fiscal Year,” “Pension Benefits,” “Non-Qualified Deferred Compensation,” “Potential Payments Upon Termination or Change in Control,” “Compensation Committee Interlocks and Insider Participation” and “Equity Compensation Plan Information” in the 2015 Proxy Statement.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information responsive to this item is incorporated herein by reference to the sections titled “Principal Stockholders,” “Election of Directors” and “Equity Compensation Plan Information” in the 2015 Proxy Statement.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Information responsive to this item is incorporated herein by reference to the section entitled “Corporate Governance” in the 2015 Proxy Statement.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information responsive to this item is incorporated herein by reference to the section titled “Report of Audit Committee and Fees of Independent Registered Public Accounting Firm” in the 2015 Proxy Statement.

PART IV.

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

List of documents filed as part of this Report.

1. Consolidated Financial Statements

The Consolidated Financial Statements for McCormick & Company, Incorporated and related notes, together with the Report of Management, and the Report of Ernst & Young LLP dated January 29, 2015, are included herein in Part II, Item 8.

2. Consolidated Financial Statement Schedule

Supplemental Financial Schedule:

II–Valuation and Qualifying Accounts

Schedules other than that listed above are omitted because of the absence of the conditions under which they are required or because the information called for is included in the consolidated financial statements or notes thereto.

3. Exhibits required to be filed by Item 601 of Regulation S-K

The information called for by this item is incorporated herein by reference from the Exhibit Index included in this Report.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, McCormick has duly caused this report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized.

McCORMICK & COMPANY, INCORPORATED

By:	/s/ ALAN D. WILSON Alan D. Wilson	Chairman & Chief Executive Officer	January 29, 2015

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of McCormick and in the capacities and on the dates indicated.

Principal Executive Officer:

By:	/s/ ALAN D. WILSON Alan D. Wilson	Chairman & Chief Executive Officer	January 29, 2015

Principal Financial Officer:

By:	/s/ GORDON M. STETZ, JR. Gordon M. Stetz, Jr.	Executive Vice President & Chief Financial Officer	January 29, 2015

Principal Accounting Officer:

By:	/s/ CHRISTINA M. MCMULLEN Christina M. McMullen	Vice President & Controller Chief Accounting Officer	January 29, 2015

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons, being a majority of the Board of Directors of McCormick & Company, Incorporated, on the date indicated:

THE BOARD OF DIRECTORS:	DATE:
/s/ JOHN P. BILBREY John P. Bilbrey	January 29, 2015
/s/ J. MICHAEL FITZPATRICK J. Michael Fitzpatrick	January 29, 2015
/s/ FREEMAN A. HRABOWSKI, III Freeman A. Hrabowski, III	January 29, 2015
/s/ PATRICIA LITTLE Patricia Little	January 29, 2015
/s/ MICHAEL D. MANGAN Michael D. Mangan	January 29, 2015
/s/ MARGARET M.V. PRESTON Margaret M.V. Preston	January 29, 2015
/s/ GORDON M. STETZ, JR. Gordon M. Stetz, Jr.	January 29, 2015
/s/ WILLIAM E. STEVENS William E. Stevens	January 29, 2015
/s/ JACQUES TAPIERO Jacques Tapiero	January 29, 2015
/s/ ALAN D. WILSON Alan D. Wilson	January 29, 2015

Supplemental Financial Schedule II Consolidated

McCORMICK & COMPANY, INCORPORATED
VALUATION AND QUALIFYING ACCOUNTS
(IN MILLIONS)

Column A	Column B	Column C Additions		Column D	Column E
Description	Balance at Beginning of Period	Charged to Costs and Expenses	Charged to Other Accounts	Deductions	Balance at End of Period
Deducted from asset accounts:					
Year ended November 30, 2014:					
Allowance for doubtful receivables	$ 4.1	$ 1.1	$ (0.9)	$ (0.3)	$ 4.0
Valuation allowance on net deferred tax assets	21.2	3.0	(1.4)	(1.0)	21.8
	$ 25.3	$ 4.1	$ (2.3)	$ (1.3)	$ 25.8
Deducted from asset accounts:					
Year ended November 30, 2013:					
Allowance for doubtful receivables	$ 4.0	$ 1.5	$ (0.1)	$ (1.3)	$ 4.1
Valuation allowance on net deferred tax assets	27.5	5.2	(1.6)	(9.9)	21.2
	$ 31.5	$ 6.7	$ (1.7)	$ (11.2)	$ 25.3
Deducted from asset accounts:					
Year ended November 30, 2012:					
Allowance for doubtful receivables	$ 4.5	$ 0.7	—	$ (1.2)	$ 4.0
Valuation allowance on net deferred tax assets	26.6	2.3	$ 0.8	(2.2)	27.5
	$ 31.1	$ 3.0	$ 0.8	$ (3.4)	$ 31.5

EXHIBIT INDEX

The following exhibits are attached or incorporated herein by reference:

Exhibit Number			Description
(3)	(i)	Articles of Incorporation and By-Laws	
		Restatement of Charter of McCormick & Company, Incorporated dated April 16, 1990	Incorporated by reference from Exhibit 4 of Registration Form S-8, Registration No. 33-39582 as filed with the Securities and Exchange Commission on March 25, 1991.
		Articles of Amendment to Charter of McCormick & Company, Incorporated dated April 1, 1992	Incorporated by reference from Exhibit 4 of Registration Form S-8, Registration Statement No. 33-59842 as filed with the Securities and Exchange Commission on March 19, 1993.
		Articles of Amendment to Charter of McCormick & Company, Incorporated dated March 27, 2003	Incorporated by reference from Exhibit 4 of Registration Form S-8, Registration Statement No. 333-104084 as filed with the Securities and Exchange Commission on March 28, 2003.
	(ii)	By-Laws	
		By-Laws of McCormick & Company, Incorporated Amended and Restated on June 26, 2012	Incorporated by reference from Exhibit 3(ii) of McCormick's Form 10-Q for the quarter ended May 31, 2012, File No. 1-14920, as filed with the Securities and Exchange Commission on July 2, 2012.
(4)		Instruments defining the rights of security holders, including indentures	
	(i)	See Exhibit 3 (Restatement of Charter and By-Laws)	
	(ii)	Summary of Certain Exchange Rights, incorporated by reference from Exhibit 4.1 of McCormick’s Form 10-Q for the quarter ended August 31, 2001, File No. 0-748, as filed with the Securities and Exchange Commission on October 12, 2001.	
	(iii)	Indenture dated December 5, 2000 between McCormick and SunTrust Bank, incorporated by reference from Exhibit 4(iii) of McCormick’s Form 10-Q for the quarter ended August 31, 2003, File No. 1-14920, as filed with the Securities and Exchange Commission on October 14, 2003.	
	(iv)	Indenture dated December 7, 2007 between McCormick and The Bank of New York, incorporated by reference from Exhibit 4.1 of McCormick’s Form 8-K dated December 4, 2007, File No. 0-748, as filed with the Securities and Exchange Commission on December 10, 2007.	
	(v)	Indenture dated July 8, 2011 between McCormick and U.S. Bank National Association, incorporated by reference from Exhibit 4.1 of McCormick’s Form 8-K dated July 5, 2011, File No. 1-14920, as filed with the Securities and Exchange Commission on July 8, 2011.	
	(vi)	Form of 5.20% notes due 2015, incorporated by reference from Exhibit 4.2 of McCormick’s Form 8-K dated December 1, 2005, File No. 0-748, as filed with the Securities and Exchange Commission on December 6, 2005.	
	(vii)	Form of 5.75% notes due 2017, incorporated by reference from Exhibit 4.2 of McCormick’s Form 8-K dated December 4, 2007, File No. 0-748, as filed with the Securities and Exchange Commission on December 10, 2007.	
	(viii)	Form of 3.90% notes due 2021, incorporated by reference from Exhibit 4.2 of McCormick’s Form 8-K dated July 5, 2011, File No. 1-14920, as filed with the Securities and Exchange Commission on July 8, 2011.	
	(ix)	Form of 3.50% notes due 2023, incorporated by reference from Exhibit 4.2 of McCormick’s Form 8-K dated August 14, 2013, File No. 1-14920, as filed with the Securities and Exchange Commission on August 19, 2013.	
(10)		Material contracts	

Exhibit Number		Description
(i)	McCormick's supplemental pension plan for certain senior and executive officers, amended and restated with an effective date of January 1, 2005, adopted by the Compensation Committee of the Board of Directors on November 28, 2008.	Filed herewith
(ii)	The 2001 Stock Option Plan, in which officers and certain other management employees participate, is set forth on pages 33 through 36 of McCormick's definitive Proxy Statement dated February 15, 2001, File No. 1-14920, as filed with the Securities and Exchange Commission on February 14, 2001, and incorporated by reference herein.*	
(iii)	2004 Long-Term Incentive Plan, in which officers and certain other management employees participate, is set forth in Exhibit A of McCormick's definitive Proxy Statement dated February 17, 2004, File No. 1-14920, as filed with the Securities and Exchange Commission on February 17, 2004, and incorporated by reference herein.*	
(iv)	2004 Directors' Non-Qualified Stock Option Plan, provided to members of McCormick's Board of Directors who are not also employees of McCormick, is set forth in Exhibit B of McCormick's definitive Proxy Statement dated February 17, 2004, File No. 1-14920, as filed with the Securities and Exchange Commission on February 17, 2004, and incorporated by reference herein.*	
(v)	Directors' Share Ownership Program, provided to members of McCormick's Board of Directors who are not also employees of McCormick, is set forth on page 28 of McCormick's definitive Proxy Statement dated February 17, 2004, File No. 1-14920, as filed with the Securities and Exchange Commission on February 17, 2004, and incorporated by reference herein.*	
(vi)	Deferred Compensation Plan, as restated on January 1, 2000, and amended on August 29, 2000, September 5, 2000 and May 16, 2003, in which directors, officers and certain other management employees participate, a copy of which Plan document and amendments was attached as Exhibit 10(viii) of McCormick's Form 10-Q for the quarter ended August 31, 2003, File No. 1-14920, as filed with the Securities and Exchange Commission on October 14, 2003, and incorporated by reference herein.*	
(vii)	2005 Deferred Compensation Plan, amended and restated with an effective date of January 1, 2005, in which directors, officers and certain other management employees participate, which agreement is incorporated by reference from Exhibit 4.1 of McCormick's Form S-8, Registration No. 333-155775, as filed with the Securities and Exchange Commission on November 28, 2008.*	
(viii)	The 2007 Omnibus Incentive Plan, in which directors, officers and certain other management employees participate, is set forth in Exhibit A of McCormick's definitive Proxy Statement dated February 20, 2008, File No. 1-14920, as filed with the Securities and Exchange Commission on February 20, 2008, and incorporated by reference herein, as amended by Amendment No. 1 thereto, which Amendment is incorporated by reference from Exhibit 10(xi) of McCormick's 10-K for the fiscal year ended November 30, 2008, File No. 1-14920, as filed with the Securities and Exchange Commission on January 28, 2009.*	
(ix)	The 2013 Omnibus Incentive Plan, in which directors, officers and certain other management employees participate, is incorporated by reference from Exhibit 4.1 of McCormick's Form S-8, Registration No. 333-187703, as filed with the Securities and Exchange Commission on April 3, 2013*	
(x)	Form of Mid-Term Incentive Program Agreement, incorporated by reference from Exhibit 10.10 of McCormick's Form 10-Q for the quarter ended May 31, 2013, File No. 1-14920, as filed with the Securities and Exchange Commission on June 28, 2013.	
(xi)	Form of Restricted Stock Units Agreement, incorporated by reference from Exhibit 10.11 of McCormick's Form 10-Q for the quarter ended May 31, 2013, File No. 1-14920, as filed with the Securities and Exchange Commission on June 28, 2013.	
(xii)	Form of Restricted Stock Units Agreement for Directors, incorporated by reference from Exhibit 10.12 of McCormick's Form 10-Q for the quarter ended May 31, 2013, File No. 1-14920, as filed with the Securities and Exchange Commission on June 28, 2013.	
(xiii)	Form of Non-Qualified Stock Option Agreement, incorporated by reference from Exhibit 10.13 of McCormick's Form 10-Q for the quarter ended May 31, 2013, File No. 1-14920, as filed with the Securities and Exchange Commission on June 28, 2013.	
(xiv)	Form of Non-Qualified Stock Option Agreement for Directors, incorporated by reference from Exhibit 10.14 of McCormick's Form 10-Q for the quarter ended May 31, 2013, File No. 1-14920, as filed with the Securities and Exchange Commission on June 28, 2013.	

Exhibit Number		Description
(xv)	Form of Indemnification Agreement, incorporated by reference from Exhibit 10(xv) of McCormick's Form 10-Q for the quarter ended February 28, 2014, File No. 1-14920, as filed with the Securities and Exchange Commission on March 26, 2014.	
(21)	Subsidiaries of McCormick	Filed herewith
(23)	Consents of experts and counsel	Filed herewith
(31)	Rule 13a-14(a)/15d-14(a) Certifications	Filed herewith
(32)	Section 1350 Certifications	Filed herewith
(101)	The following financial information from the Annual Report on Form 10-K of McCormick for the year ended November 30, 2014, furnished electronically herewith, and formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Balance Sheets; (ii) Consolidated Statements of Income; (iii) Consolidated Statement of Comprehensive Income; (iv) Consolidated Statement of Stockholders' Equity; (v) Consolidated Statements of Cash Flows; and (vi) Notes to the Condensed Consolidated Financial Statements.	
*	Management contract or compensatory plan or arrangement.	

McCormick hereby undertakes to furnish to the Securities and Exchange Commission, upon its request, copies of additional instruments of McCormick with respect to long-term debt that involve an amount of securities that do not exceed 10 percent of the total assets of McCormick and its subsidiaries on a consolidated basis, pursuant to Regulation S-K, Item 601(b)(4)(iii)(A) .

EXHIBIT 10(i)

THE McCORMICK

SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN

Amended and Restated Effective January 1, 2005

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Article 1 . General Provisions

Section 1.1. Purpose.

This Plan is designed to restore benefits that would have accrued under the Pension Plan but are restricted due to the limits on compensation imposed by Sections 415 and 401(a)(17) of the Code and to provide supplemental retirement benefits to senior executives in management positions selected by the Committee. Benefits provided under the Plan are structured to facilitate an orderly transition within the ranks of senior management and to provide for an equitable retirement benefit for such individuals consistent with competitive conditions in the marketplace.

Section 1.2. History of the Plan.

(a) Effective June 19, 2001, the Company amended and restated the Plan. The terms of the Plan, as set forth in the 2001 restatement, continue to apply to Grandfathered Benefits, which are not subject to Section 409A of the Code, and are set forth in Appendix A of the current restatement.

(b) On December 24, 2004, the Company adopted a resolution to amend the Plan to the extent necessary to comply with Section 409A of the Code. As part of this resolution, the Company undertook to administer the Plan in accordance with a reasonable interpretation of Section 409A of the Code. This resolution was effective January 1, 2005.

(c) In accordance with the December 24, 2004, resolution and amendment, the Plan has been operated in good faith compliance with Section 409A of the Code and the applicable guidance since January 1, 2005.

Section 1.3. Effective Date.

The Plan, as amended and restated in this document, is effective January 1, 2005.

Article 2. Definitions and Construction

Section 2.1. Definitions.

For purposes of this Plan, unless otherwise clearly apparent from the context, the following phrases or terms shall have the meanings indicated:

(a) **Affiliated Group.** The Company and all subsidiary corporations which are participating employers under the Pension Plan.

(b) **Article.** An Article of the Plan.

(c) **Benefit Commencement Date.** The date on which an Employee’s benefit under the Plan commences as determined under Section 4.4.

(d) **Benefit Trigger.** The earliest to occur of (1) a Change in Control Event, (2) the Employee's Disability, or (3) the Employee's Separation from Service.

(e) **Board.** The Board of Directors of the Company.

(f) **Cause.** Any willful and continuous failure by the Employee to substantially perform his duties with the Company (unless the failure to perform is due to the Employee's Disability) or any willful misconduct or gross negligence by the Employee which results in material economic harm to the Company, or any conviction of the Employee of a felony. No act or failure to act shall be considered "willful" for purposes of this definition if the Employee reasonably believed in good faith that such act or failure to act was in, or not opposed to, the best interests of the Company. In the event of a willful and continuous failure by the Employee to substantially perform his duties, the Company shall notify the Employee in writing of such failure to perform, and the Employee shall have a period of thirty (30) days after such notice to resume substantial performance of his duties.

(g) **Change in Control Event.** The occurrence of one or more of the following events:

(1) the consolidation or merger of the Company with or into another entity where the Company is not the continuing or surviving corporation, or pursuant to which shares of the Company's capital stock are converted into cash, securities or other property, except for any consolidation or merger of the Company in which the holders (excluding any "Substantial Stockholders" as defined in Section 4, "Common Stock," subsection (b)(2)(H) of the Certificate of Incorporation of the Company as in effect as of the date hereof (the "Charter")) of the Company's (A) voting common stock, (B) non-voting common stock, and (C) other classes of voting stock, if any, immediately before the consolidation or merger shall, upon consummation of the consolidation or merger, own in excess of 50% of the voting stock of the surviving corporation;

(2) any sale, lease, exchange or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company;

(3) any person (as such term is used in Sections 13(d) and 14(d)(2) of the Securities Exchange Act of 1934, as amended) becoming the beneficial owner (as defined in Section 4, "Common Stock," subsection (b)(2)(C) of the Charter), directly or indirectly, of securities of the Company representing more than 13% (the "Specified Percentage") of the voting power of all the outstanding securities of the Company having the right to vote in an election of the Board (after giving effect, to the extent applicable, to the operation of Section 4, "Common Stock," subsection (b) of the Charter) (including, without limitation, any securities of the Company that any such person has the right to acquire pursuant to any agreement, or upon exercise of conversion rights, warrants or options, or otherwise, which shall be deemed beneficially owned by such person), provided, however, that in

the event that the vote limitation with respect to Substantial Stockholders set forth in Section 4, "Common Stock," subsection (b) of the Charter becomes inoperative by virtue of the operation of Section 4, "Common Stock," subsection (b)(12) of the Charter, or otherwise, the "Specified Percentage" shall be increased, without requirement for further action, to 35%; or

(4) individuals, who constitute the entire Board elected by the Company's stockholders at its most recent annual meeting of stockholders and any new directors who have been appointed to the Board by a vote of at least a majority of the directors then in office, having ceased for any reason to constitute a majority of the members of the Board.

Notwithstanding the definition of Change in Control Event set forth in this Section 2.1(g), if a Change in Control Event occurs and such event does not constitute a "change in ownership," "change in effective control," or "change in the ownership of a substantial portion of the assets" of the Company within the meaning of Section 409A of the Code, Employees shall vest in their Plan benefits as provided in Section 3.8, but such event shall not be treated as a Benefit Trigger.

(h) **Claimant.** The person or persons described in Article 6 who apply for benefits or amounts that may be payable under the Plan.

(i) **Code.** The Internal Revenue Code of 1986, as amended.

(j) **Committee.** Either of the Committees designated in Article 5, as applicable.

(k) **Company.** McCormick & Company, Incorporated, and any successors or assigns.

(l) **Constructive Discharge.** An Employee's Separation from Service as a result of, and within a period of thirty (30) days after the occurrence of, any of the following events:

(1) Re-assignment of the Employee to a position which is at a substantially lower level in the organizational structure than his previous position, as defined by any one or a combination of the following factors: reporting relationship, compensation compared to others in the organization, and authority, duties and responsibilities;

(2) Substantial diminution in the Employee's authority, duties or responsibilities, or the assignment of duties and responsibilities which are unsuitable for an individual having the position, experience and stature of the Employee;

(3) Substantial reduction in the Employee's total compensation (including salary, bonus opportunity, deferred compensation, stock options, retirement programs and other benefits);

(4) Relocation of the Employee's principal workplace to a location which is more than 50 miles from the Employee's previous principal workplace; or

(5) Any failure by the Company to require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform under the Plan in the same manner and to the same extent that the Company would be required to perform thereunder with respect to the Employee if the transaction or event resulting in a successor had not taken place.

(m) **Disabled/Disability.** "Totally and Permanently Disabled" within the meaning of the Company's long-term disability plan, provided that such disability constitutes a "disability" within the meaning of Treas. Reg. § 1.409A-3(i)(4).

(n) **Employee.** A participant in the Pension Plan who is employed by one or more members of the Affiliated Group.

(o) **ERISA.** The Employee Retirement Income Security Act of 1974, as amended.

(p) **Grandfathered Benefits.** An Employee's benefit under the Plan, to the extent that such benefit was earned and vested (within the meaning of Section 409A of the Code) before January 1, 2005.

(q) **Participation Agreement.** A contract between an Employee and the Company, as described in Section 7.3.

(r) **Plan.** The McCormick Supplemental Executive Retirement Plan, as amended and restated as of January 1, 2005.

(s) **Pension Plan.** The McCormick Pension Plan.

(t) **Separation from Service.** A termination of an Employee's employment relationship with the Affiliated Group that constitutes a "separation from service" within the meaning of Section 409A of the Code.

(u) **Trust.** The McCormick Supplemental Executive Retirement Trust or such other trust as may be established by a member of the Affiliated Group to fund benefits under this Plan. The Plan, notwithstanding the creation of the Trust, is intended to be unfunded for purposes of the Code and Title I of ERISA.

Section 2.2. Construction.

For purposes of the Plan, unless the contrary is clearly indicated by the context,

(a) the use of the masculine gender shall also include within it meaning the feminine and vice versa,

(b) the use of the singular shall also include within its meaning the plural and vice versa, and

(c) the word "include" shall mean to include without limitation.

Article 3. Eligibility, Benefit Amounts and Vesting

Section 3.1. Eligibility.

(a) An Employee shall only be eligible for coverage under this Plan if such Employee has reached age 50 and is a senior executive in a management position, and Employee's benefit under the Pension Plan is reduced by Section 401(a)(17) or Section 415 of the Code . An Employee shall only be eligible for a Program under Section 3.3, Section 3.4, Section 3.5, or Section 3.7 if the Employee is selected to participate in such a Program by the Committee.

(b) In selecting an Employee for coverage under the Plan, the Committee shall specify whether the amount of the Employee's benefit under the Plan shall be determined under the "Senior Executive Program" as provided in Section 3.3, the "Executive Program" as provided in Section 3.4, the "Foreign Service Senior Executive Program" as provided in Section 3.5, "Management Program" as provided in Section 3.6 of the Plan, or a "Special Program" as provided in Section 3.7 of the Plan (each such benefit, a "Program"), and such selection shall be evidenced by a Participation Agreement. For the avoidance of doubt, no Employee shall be eligible for a benefit under more than one Program with respect to the same period of service.

Section 3.2. Special Rules for Calculating Benefits.

(a) For purposes of calculating an Employee's benefit under this Article 3, the fact that the Employee would not be able to commence payment under the Pension Plan (or a pension or retirement plan provided by a subsidiary or affiliate of the Company located outside the United States which formerly employed the Employee) on the Benefit Commencement Date because he would not yet have reached a certain age on the Benefit Commencement Date shall be disregarded. In such circumstances, the value of the benefit under the Pension Plan (or applicable non-U.S. plan) on the Benefit Commencement Date shall be the actuarial equivalent of the benefit under such plan calculated as if it were payable on the Benefit Commencement Date using actuarial assumptions (including early retirement factors) as determined by the Committee.

(b) For purposes of calculating an Employee's benefit under Sections 3.3, 3.4, or 3.5, the term "annual bonus" shall not include any payment made to an Employee pursuant to a cash-based long-term incentive award.

Section 3.3. Senior Executive Program Benefit.

(a) Employees Who Participated in Pension Plan Before December 1, 2001.

For an Employee who has been selected by the Committee to receive benefits under the Senior Executive Program set forth in this Section 3.3 and who participated in the Pension Plan at any time before December 1, 2001, the benefit shall be equal to the amount described in subparagraph (1) minus the amount described in subparagraph (2):

(1) The Employee's benefit that would have been payable under the Pension Plan on the Benefit Commencement Date in the single life annuity form of payment, disregarding the limitations of Sections 415 and 401(a)(17) of the Code as they may be implemented in the Pension Plan, calculated as if he had attained an adjusted retirement age on the Benefit Commencement Date, determined as follows:

(A) The adjusted retirement age will be the Employee's actual attained age on the Benefit Commencement Date increased by one month for each month of service after age 55 during which the Employee participated in the Plan. However, the adjusted retirement age cannot be greater than 65.

(B) In the benefit calculation, credited service and average monthly earnings will be determined to the adjusted retirement age, assuming that the Employee's rate of pay in effect immediately preceding the date of his Benefit Trigger had remained in effect until his adjusted retirement age.

(C) Average monthly earnings shall include 90% of 1/12th of the average of the five highest annual bonuses earned by the Employee in any five of the ten calendar years immediately prior to his Benefit Trigger.

(2) The benefit that the Employee is actually eligible to receive under the Pension Plan on the Benefit Commencement Date under the single life annuity form of payment.

(b) Employees Who Did Not Participate in Pension Plan Before December 1, 2001.

For an Employee who has been selected by the Committee to receive benefits under the Senior Executive Program set forth in this Section 3.3 and who did not participate in the Pension Plan at any time before December 1, 2001, the benefit shall be equal to the amount described in subparagraph (1) minus the amount described in subparagraph (2), times the multiplier described in subparagraph (3):

(1) The Employee's benefit that would have been payable under the Pension Plan on the Benefit Commencement Date in the single life annuity form of payment, disregarding the limitations of Sections 415 and 401(a)(17) of the Code as they may be implemented in the Pension Plan, calculated as if he had attained an adjusted retirement age on the Benefit Commencement Date, determined as follows:

(A) The adjusted retirement age will be the Employee's actual attained age on the Benefit Commencement Date increased by one month for each month of service after age 55 during which the Employee participated in the Plan. However, the adjusted retirement age cannot be greater than 65.

(B) In the benefit calculation, credited service and average monthly earnings will be determined to the adjusted retirement age, assuming that the Employee's rate of pay in effect immediately preceding the date of his Benefit Trigger had remained in effect until his adjusted retirement age.

(2) The benefit that the Employee is actually eligible to receive under the Pension Plan on the Benefit Commencement Date under the single life annuity form of payment.

(3) If the Employee was in compensation tier D at the time of his Benefit Trigger, the multiplier shall be 1.4; if the Employee was in compensation tier C or higher at the time of his Benefit Trigger, the multiplier shall be 1.5; provided, however, that the Committee may increase the multiplier with respect to any Employee.

Section 3.4. Executive Program Benefit.

(a) Employees Who Participated in Pension Plan Before December 1, 2001.

For an Employee who has been selected by the Committee to receive benefits under the Executive Program set forth in this Section 3.4 and who participated in the Pension Plan at any time before December 1, 2001, the benefit shall be equal to the amount described in subparagraph (1) minus the amount described in subparagraph (2):

(1) The Employee's benefit that would have been payable under the Pension Plan on the Benefit Commencement Date in the single life annuity form of payment, disregarding the limitations of Sections 415 and 401(a)(17) of the Code as they may be implemented in the Pension Plan, calculated as if average monthly earnings had included 90% of 1/12th of the average of the five highest annual bonuses earned by the Employee in any five of the ten calendar years immediately prior to his Benefit Trigger.

(2) The benefit that the Employee is actually eligible to receive under the Pension Plan on the Benefit Commencement Date under the single life annuity form of payment.

(b) Employees Who Did Not Participate in Pension Plan Before December 1, 2001.

For an Employee who has been selected by the Committee to receive benefits under the Executive Program set forth in this Section 3.4 and who did not participate in the Pension Plan at any time before December 1, 2001, the benefit shall be equal to the amount described in subparagraph (1) minus the amount described in subparagraph (2), times the multiplier described in subparagraph (3):

(1) The Employee's benefit that would have been payable under the Pension Plan on the Benefit Commencement Date in the single life annuity form of payment,

disregarding the limitations of Sections 415 and 401(a)(17) of the Code as they may be implemented in the Pension Plan.

(2) The benefit that the Employee is actually eligible to receive under the Pension Plan on the Benefit Commencement Date under the single life annuity form of payment.

(3) If the Employee was in compensation tier D at the time of his Benefit Trigger, the multiplier shall be 1.4; if the Employee was in compensation tier C or higher at the time of his Benefit Trigger, the multiplier shall be 1.5.

Section 3.5. Foreign Service Senior Executive Program Benefit.

For an Employee who has been selected by the Committee to receive benefits under the Foreign Service Senior Executive Program set forth in this Section 3.5 and who participated in the Pension Plan at any time before December 1, 2001, and so long as such Employee (i) on the date of his Benefit Trigger is working in the United States for a member of the Affiliated Group, and (ii) has worked in the United States for at least three years at a member of the Affiliated Group, the benefit shall be equal to the amount described in subparagraph (1) minus the amounts described in subparagraphs (2) and (3):

(1) The Employee's benefit that would have been payable under the Pension Plan on the Benefit Commencement Date in the single life annuity form of payment, including in such calculation all periods of service by the Employee with any subsidiary or affiliate of the Company located outside the United States, and disregarding the limitations of Sections 415 and 401(a)(17) of the Code as they may be implemented in the Pension Plan, calculated as if he had attained an adjusted retirement age on the Benefit Commencement Date, determined as follows:

(A) The adjusted retirement age will be the Employee's actual attained age on the Benefit Commencement Date increased by one month for each month of service after age 55 during which the Employee participated in the Plan. However, the adjusted retirement age cannot be greater than 65.

(B) In the benefit calculation, credited service and average monthly earnings will be determined to the adjusted retirement age, assuming that the Employee's rate of pay in effect immediately preceding the date of his Benefit Trigger had remained in effect until his adjusted retirement age.

(C) Average monthly earnings shall include 90% of $1/12^{th}$ of the average of the five highest annual bonuses earned by the Employee in any five of the ten calendar years immediately prior to his Benefit Trigger.

(2) The benefit that the Employee is actually eligible to receive under the Pension Plan on the Benefit Commencement Date under the single life annuity form of payment.

(3) The benefit that the Employee is actually eligible to receive on the Benefit Commencement Date under any pension or retirement plan provided by a subsidiary or affiliate of the Company located outside the United States which formerly employed the Employee.

Section 3.6. Management Program Benefit.

For an Employee who has met the eligibility criteria to receive benefits set forth in Section 3.1 but has not been selected by the Committee to receive a benefit under any specific Program under the Plan, the benefit shall be equal to the amount described in subparagraph (a) minus the amount described in subparagraph (b):

(a) The benefit that would have been payable under the Pension Plan on the Benefit Commencement Date in the single life annuity form of payment, disregarding the limitations of Sections 415 and 401(a)(17) of the Code as they may be implemented in the Pension Plan.

(b) The benefit that the Employee is actually eligible to receive under the Pension Plan on the Benefit Commencement Date under the single life annuity form of payment.

Section 3.7. Special Program Benefit.

For an Employee who has been selected by the Committee to receive benefits under the Special Program set forth in this Section 3.7, the benefit shall be equal to the amount described in his employment agreement approved by the Committee and designated a "Special Program Benefit" therein.

Section 3.8. Vesting and Nonforfeitability of Benefits.

The right of an Employee or any other person to a benefit under this Plan shall be deemed to vest and become nonforfeitable upon the earliest of:

(a) the date on which the Employee reaches age 55;

(b) the date of a Change in Control Event;

(c) the date on which the Employee becomes Disabled; or

(d) the date immediately preceding the date of such Employee's Separation from Service as a result of death, a Constructive Discharge or a discharge by the Company without Cause.

Article 4. Payment of Plan Benefits

Section 4.1. Default Forms of Payment.

Except as provided in Section 4.2 or Section 4.5:

(a) If the Employee's Benefit Trigger is his Disability or his Separation from Service and he is married on the Benefit Commencement Date, his benefit shall be paid in the form of a fifty (50) percent joint and survivor annuity with his spouse as the survivor annuitant.

(b) If the Employee’s Benefit Trigger is his Disability or his Separation from Service and he is unmarried on the Benefit Commencement Date, his benefit shall be paid in the form of a single life annuity.

(c) If the Employee’s Benefit Trigger is a Change in Control Event, his benefit shall be paid in a lump sum.

Section 4.2. Cash Out of Small Benefits.

If an Employee’s benefit on his Benefit Commencement Date would be the actuarial equivalent of a lump sum payment of less than the limit set forth in Section 402(g) of the Code ($15,500 in 2008), the benefit shall be paid in a lump sum.

Section 4.3. Alternate Forms of Payment.

(a) Benefits under the Plan paid due to a Separation from Service or Disability may be payable in the following actuarially equivalent forms (to the extent available under the Pension Plan):

(1) a single life annuity;

(2) a 50%, 66 and 2/3%, 75% or 100% joint and survivor annuity;

(3) an annuity described in Section 4.3(a)(1) or (2) with guaranteed payments for the first 5, 10, or 15 years;

(4) any other form of payment permitted by the Committee that would be treated as an actuarially equivalent life annuity within the meaning of Treas. Reg. § 1.409A-2(b)(2)(ii)(B); and,

(5) to the extent required by Section 4.2, a lump sum.

(b) Each form of payment under the Plan shall be the actuarial equivalent of Employee’s benefit calculated as a single life annuity beginning on his Benefit Commencement Date. Actuarial equivalence shall be determined under this Plan by using the actuarial assumptions that are used for that purpose under the Pension Plan as in effect when such actuarial equivalence under this Plan is being determined. Any actuarially equivalent benefits calculated under this Section shall be based on the Employee’s actual attained age at the time of the calculation.

Section 4.4. Time of Benefit Payments.

(a) Except to the extent that a different time of payment is elected pursuant to Section 4.5, if the Employee’s Benefit Trigger is his Separation from Service, the Employee’s Benefit Commencement Date shall be determined as follows and the following rules shall apply:

(1) Except as provided in Section 4.4(a)(2), the Employee's Benefit Commencement Date shall be the first of the month following the later of his Separation from Service or the date on which he attains age 55.

(2) No payment shall be made during the six-month period immediately following the Employee's Separation from Service (other than in the case of the Employee's death).

(3) Any payments otherwise due during the six-month period immediately following the Employee's Separation from Service shall be paid on the first business day that occurs six months following the Employee's Separation from Service (or, if earlier, the date of the Employee's death). During this six-month period, the amounts otherwise payable to the Employee shall accrue interest at the 30-day Treasury Bill rate in effect for November of the year before the year in which the Employee experiences a Separation from Service.

(b) If an Employee's Benefit Trigger is a Change in Control Event, the Employee's Benefit Commencement Date shall be the date of the Change in Control Event.

(c) Except to the extent that a different time of payment is elected pursuant to Section 4.5, if an Employee's Benefit Trigger is his Disability, the Employee's Benefit Commencement Date shall be the first of the month following the later of the date of his Disability or the date on which he attains age 55.

Section 4.5. Election of Alternate Time and Form of Payment.

(a) *In General.* Except as provided in Section 4.2, before his Benefit Commencement Date, an Employee may elect to receive his benefit following a Separation from Service or Disability in any form permitted under Section 4.3(a) that is treated as an actuarially equivalent life annuity (within the meaning of Treas. Reg. § 1.409A-2(b)(2)(ii)(B)) with respect to benefit that he would have received under the single life annuity form of payment. An Employee shall not be permitted to change his form of benefit after his Benefit Commencement Date.

(b) *Changes to Form of Payment.* An Employee may file an election to change his time of payment upon a Separation from Service or Disability to an alternate time of payment permitted by the Committee or to change his form of payment upon a Separation from Service or Disability to a form of payment permitted under Section 4.3(a) that is not treated as an actuarially equivalent life annuity (within the meaning of Treas. Reg. § 1.409A-2(b)(2)(ii)(B)) with respect to the form of benefit that he would have received under Section 4.1(a) or Section 4.1(b), provided that such change is made at the time and in the manner designated by the Committee, and subject to the following conditions:

(1) the election to change the time or form of payment shall not take effect until twelve (12) months after the election is made;

(2) the election to change the time or form of payment must be filed at least 12 months prior to the date on which payments to the Employee are otherwise scheduled to commence; and

(3) the first payment with respect to which such election to change the time or form of payment is made must be deferred for a period of 5 years from the date such payment would otherwise have been made.

An Employee may file separate elections to change the time or form of payment for payments upon a Separation from Service and Disability. For purposes of this Section 4.5(b), a series of installment payments over a period of five years or less shall be treated as a single payment, and an election between actuarially equivalent life annuities shall be permitted at any time permitted under Section 409A of the Code.

Section 4.6. Beneficiary in the Event of Death.

Upon the death of an Employee eligible for coverage under the Plan before the Employee’s Benefit Commencement Date, the surviving spouse of such Employee, if any, shall be paid a benefit equal to 50% of the benefit the Employee would have been entitled to under the Plan had he experienced a Separation from Service on the day immediately preceding his death. If the Employee dies before age 55, the surviving spouse’s benefit shall commence payment on the first day of the month following the date on which the Employee would have reached age 55, and the surviving spouse’s benefit shall be calculated as if the Employee had reached age 55, but based on the Employee’s actual compensation and years of service as of his date of death. If death occurs after the Employee has begun to receive payment of his benefit under the Plan, the beneficiary shall receive any benefit to which he is entitled under the form in which the benefit was being paid. If the Employee is unmarried and has not yet commenced his or her benefit at the time of the Employee’s death, the Employee’s beneficiaries, heirs, or estate shall not be entitled to a benefit under the Plan.

Article 5. Administration of the Plan

Section 5.1. Designation of Committee.

This Plan shall be administered by the Compensation Committee of the Board of Directors or the Management Committee of the Company, as the case may be. The Compensation Committee reviews and approves the participation and benefits for the Company’s “executive officers,” as defined in the rules promulgated under the Securities Exchange Act of 1934, as amended, and any other Employees that it designates. The Management Committee reviews and approves the participation and benefits for all other executives. Members of the Management Committee may participate in this Plan.

Section 5.2. Authority of Committee.

The Committee shall have the discretion and authority to (a) make, amend, interpret, and enforce all appropriate rules and regulations for the administration of this Plan and (b) decide or resolve any and all questions including interpretations of this Plan and facts that are relevant to the administration of the Plan, as may arise in connection with the Plan. Any individual serving on the Committee who is a participant shall not vote or act on any matter relating solely to himself or herself. When making a determination or calculation, the Committee shall be entitled to rely on information furnished by an Employee, the Company or a member of the Affiliated Group.

Section 5.3. Agents.

In the administration of this Plan, the Committee may, from time to time, employ or designate agents and delegate to them such administrative duties as it sees fit (including acting through a duly appointed representative) and may from time to time consult with counsel who may be counsel to the Company.

Section 5.4. Binding Effect of Decisions.

The decision or action of the Committee with respect to any question arising out of or in connection with the administration, interpretation and application of the Plan and the rules and regulations promulgated by the Committee hereunder shall be final and conclusive and binding upon all persons having any interest in the Plan.

Section 5.5. Indemnity of Committee.

The Company and each member of the Affiliated Group shall indemnify and hold harmless the members of the Committee, and any employee to whom duties of the Committee may be delegated, against any and all claims, losses, damages, expenses or liabilities arising from any action or failure to act with respect to this Plan, except in the case of willful misconduct by the Committee or any of its members or any such employee, in which case the member(s) or employee(s) who engaged in the misconduct shall not be eligible for indemnification.

Section 5.6. Employer Information.

To enable the Committee to perform its functions, each member of the Affiliated Group shall supply full and timely information to the Committee on all matters relating to the compensation of its Employees, the date and circumstances of the Disability, death or Separation from Service of its Employees, and such other pertinent information as the Committee may reasonably require.

Section 5.7. Finality of Decisions.

Any actions taken hereunder, including any valuation of the amount, or designation of a recipient, or any payment to be made hereunder, shall be binding and conclusive on all persons for all purposes.

Article 6. Claims Procedures

Section 6.1. Presentation of Claim.

Any Employee or beneficiary of a deceased Employee (such Employee or beneficiary being referred to below as a “Claimant”) may deliver to the Committee a written claim for a determination with respect to the amounts distributable to such Claimant from the Plan. If such a claim relates to the contents of a notice received by the Claimant, the claim must be made within thirty (30) days after such notice was received by the Claimant. The claim must state with particularity the determination desired by the Claimant. All other claims must be made within one hundred eighty (180) days of the date on which the event that caused the claim to arise occurred. The claim must state with particularity the determination desired by the Claimant.

Section 6.2. Notification of Decision.

The Committee shall consider a Claimant’s claim and shall notify the Claimant in writing or by electronic means:

(a) that the Claimant’s requested determination has been made, and that the claim has been allowed in full; or

(b) that the Committee has reached a conclusion contrary, in whole or in part, to the Claimant’s requested determination, and in that event, such notice shall set forth in a manner calculated to be understood by the Claimant:

(1) the specific reason(s) for the denial of the claim, or any part of it;

(2) specific reference(s) to pertinent provisions of the Plan upon which such denial was based;

(3) 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

(4) an explanation of the review procedures and the time limits applicable to such procedures, including a statement of the Claimant’s right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

Any such notice shall be provided within 90 days after receipt of the claim by the Plan, unless special circumstances require an extension of time for processing the claim for up to a maximum of an additional 90 days. The Claimant will receive written notification if any such extension is necessary.

Section 6.3. Review of a Denied Claim.

Within sixty (60) days after receiving a notice from the Committee that a claim has been denied, in whole or in part, a Claimant (or the Claimant’s duly authorized representative) may file with the Committee a written request for a review of the denial of the claim. Thereafter, but not later than thirty (30) days after the review procedure began, the Claimant (or the Claimant’s duly authorized representative):

(a) may review and request copies of pertinent documents, records, and other information relevant to the claim for benefits;

(b) may submit written comments, documents, records, and other information relating to the claim for benefits (regardless of whether such comments, documents, records, or other information was submitted or considered in connection with the initial claim); and/or

(c) may request a hearing, which the Committee may grant.

No claim shall be reviewed if the Claimant (or the Claimant's duly authorized representative) fails to file the written request for review in a timely manner.

A Claimant who fails to request a review (and fails to have a duly authorized representative seek review on his behalf) in accordance with this Section 6.3 shall not be permitted to bring an action under ERISA to enforce his rights under the Plan.

Section 6.4. Decision on Review.

The Committee shall render its decision on review promptly, and not later than sixty (60) days after the filing of a written request for review of the denial, unless a hearing is held or other special circumstances require additional time, in which case the Committee's decision must be rendered within one hundred twenty (120) days after such date. The Claimant will receive written notification if any extension beyond the original sixty (60) days is necessary. Such decision must be written in a manner calculated to be understood by the Claimant, and it must contain:

(a) specific reasons for the decision;

(b) specific reference(s) to the pertinent Plan provisions upon which the decision was based;

(c) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits; and

(d) a statement of the Claimant's right to bring an action under Section 502(a) of ERISA.

Section 6.5. Section 409A of the Code.

If an Employee or beneficiary believes he or she is entitled to benefits but has not received them, the Employee or beneficiary must accept any payment made under the Plan and make prompt and reasonable, good faith efforts to collect the remaining portion of the payment, as determined under section 1.409A-3(g) of the Treasury Regulations. For this purpose (and as determined under such regulation), efforts to collect the payment will be presumed not to be prompt, reasonable, good faith efforts, unless the Employee or beneficiary provides notice to the Committee within 90 days of the latest date upon which the payment could have been timely made in accordance with the terms of the Plan and the regulations under Section 409A of the

Code, and unless, if not paid, the Employee or beneficiary takes further enforcement measures within 180 days after such latest date.

Article 7. Amendment and Termination

Section 7.1. Amendment.

The Company may, at any time, amend or modify the Plan in whole or in part; provided that (a) no amendment or modification shall decrease or restrict the value of an Employee's benefit in existence at the time the amendment or modification is made, calculated as if the Employee had experienced a Separation from Service as of the effective date of the amendment or modification, and (b) after a Change in Control, no amendment or modification shall adversely affect the vesting, calculation or payment of benefits hereunder to any Employee or beneficiary or diminish any other rights or protections any Employee or beneficiary would have had, but for such amendment or modification, unless such affected Employee or beneficiary consents in writing to such amendment.

Section 7.2. Termination

While the Company intends to maintain this Plan for as long as necessary, the Company reserves the right to terminate it at any time for whatever reason it may deem appropriate, subject to the requirements of Section 7.1 that apply with respect to any amendment to terminate the Plan. In the event of the termination of the Plan (and any other plan required to be aggregated with this Plan pursuant to Section 409A of the Code), the Company may, in its discretion, elect to distribute to each Employee the full amount of his benefit under the Plan in a lump sum no earlier than the 13th month and no later than the 24th month after the termination of the Plan, provided that the termination of the Plan is not proximate to a downturn in the Company's financial heath and the Company does not adopt any new arrangement that would have been aggregated with the Plan under Section 409A within three years following the date of the Plan's termination. If a Change in Control Event occurs that results in the payment of benefits to Employees, then the Plan shall terminate automatically immediately following the payment of such benefits, and no further benefits shall accrue under the Plan following such Change in Control Event**.**

Section 7.3. Contractual Obligation.

Notwithstanding Section 7.1, the Company intends to assume a contractual commitment to pay the benefits described under this Plan and such commitment shall be evidenced by individual contracts entered into between the Company and each covered Employee for whom benefits accrue under the Plan. The contracts shall be substantially in the form attached as Exhibit 1 to the Plan.

Section 7.4. Section 409A of the Code.

If the Company determines that any provision of the Plan is or might be inconsistent with the restrictions imposed by Section 409A of the Code, such provision shall be deemed to be amended to the extent that the Company determines necessary to bring it into compliance with Section 409A of the Code. Any such deemed amendment shall be effective as of the earliest date such amendment is necessary under Section 409A of the Code. No amendment or termination pursuant to Section 7.1 of the Plan shall be effective to the extent that it would result in a violation of any requirement under Section 409A of the Code.

Article 8. Trust

Section 8.1. Establishment of the Trust.

The Company may utilize one or more Trusts to which the Affiliated Group may transfer such assets as the members of the Affiliated Group determine in their sole discretion to assist in meeting their obligations under the Plan. Any Trust shall conform to the restrictions under Section 409A of the Code relating to the funding of nonqualified deferred compensation plans. Benefits under the Plan may also be paid out of the general assets of the Company or a member of the Affiliated Group.

Nothing contained in this Plan and no action taken pursuant to the provisions of this Plan shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company and the Employee or any other person.

Section 8.2. Automatic Funding of Trust.

Upon a Change in Control, (a) if it has not done so already, the Company shall establish a Trust, and (b) the members of the Affiliated Group shall contribute amounts to such Trust (or any pre-existing Trust or Trusts) sufficient to fund all benefits due under the Plan.

Section 8.3. Interrelationship of the Plan and the Trust.

The provisions of the Plan and the Participation Agreement shall govern the rights of an Employee to receive distributions pursuant to the Plan. The provisions of the Trust shall govern the rights of the members of the Affiliated Group, Employees and the creditors of the Company and members of the Affiliated Group to the assets transferred to the Trust.

Section 8.4. Distributions From the Trust.

The obligations of each member of the Affiliated Group under the Plan may be satisfied with Trust assets distributed pursuant to the terms of the Trust, and any such distribution shall reduce such employer's obligations under the Plan.

Article 9. Miscellaneous

Section 9.1. Status of Plan.

The Plan is intended to be a plan that is not qualified within the meaning of Section 401(a) of the Code and that "is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees" within the meaning of ERISA. The Plan shall be administered and interpreted to the extent possible in a manner consistent with that intent.

Section 9.2. Unsecured General Creditor.

Employees and their beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, interests or claims in any property or assets of the Company or a member of the Affiliated Group or in any property or assets held in a Trust maintained with respect to the Plan. For purposes of the payment of benefits under this Plan, any and all of the assets of the Company and each member of the Affiliated Group, shall be, and shall remain, the general, unpledged unrestricted assets of the Company or member of the Affiliated Group. Any employer's obligation under the Plan shall be merely that of an unfunded and unsecured promise to pay money in the future. To the extent that any person acquires a right to receive payments from the Company under this Plan, such rights shall be no greater than the right of any unsecured general creditor of the Company.

Section 9.3. Employer's Liability.

An employer's liability for the payment of benefits shall be defined only by the Plan and the Employee's Participation Agreement. An employer shall have no obligation to an Employee under the Plan except as expressly provided in the Plan and his Participation Agreement.

Section 9.4. Nonassignability.

Neither an Employee nor any other person shall have any right to commute, sell, assign, transfer, pledge, anticipate, mortgage or otherwise encumber, transfer, hypothecate, alienate or convey in actual receipt, the amount, if any, payable hereunder, or any part thereof, which are, and all rights to which are expressly declared to be, unassignable and non-transferable. Except as required by law or by a "qualified domestic relations order" (as defined in Section 414(p)(1)(B) of the Code) that can be construed and executed in a manner consistent with the requirements of Section 409A of the Code, no part of the amounts payable shall, prior to actual payment, be subject to seizure, attachment, garnishment or sequestration for the payment of any debts, judgments, alimony or separate maintenance owed by an Employee or any other person, or be transferable by operation of law in the event of an Employee's or any other person's bankruptcy or insolvency.

Section 9.5. Not a Contract of Employment.

The terms and conditions of this Plan and the Employee's Participation Agreement shall not be deemed to constitute a contract of employment between any member of the Affiliated Group and the Employee. Such employment is hereby acknowledged to be an "at will" employment relationship that can be terminated at any time for any reason, or no reason, with or without cause, and with or without notice, except as otherwise provided in a written employment agreement. Nothing in this Plan or any Participation Agreement under the Plan shall be deemed to give an Employee the right to be retained in the service of any employer as an employee or to interfere with the right of any employer to discipline or discharge the Employee at any time.

Section 9.6. Furnishing Information.

Each Employee and beneficiary shall cooperate with the Committee by furnishing any and all information requested by the Committee and take such other actions as may be requested in order to facilitate the administration of the Plan and the payments of benefits hereunder, including but not limited to taking such physical examinations as the Committee may deem necessary.

Section 9.7. Governing Law.

The provisions of this Plan shall be construed and interpreted according to ERISA and the internal laws of the State of Maryland without regard to its conflicts of laws principles, to the extent not preempted by ERISA.

Section 9.8. Required or Permitted Notices.

Any notice or filing required or permitted to be given to the Committee under this Plan shall be sufficient if in writing and hand-delivered, or sent by registered or certified mail, to the address below:

McCormick & Company, Incorporated
18 Loveton Circle
Sparks, Maryland 21152
Attn: Vice President – Human Relations

Such notice shall be deemed given as of the date of delivery or, if delivery is made by mail, as of the date shown on the postmark or the receipt for registration or certification.

Any notice or filing required or permitted to be given to an Employee under this Plan shall be sufficient if in writing and hand-delivered, or sent by mail, to the last known address of the Employee.

Section 9.9. Successors.

The provisions of this Plan shall bind and inure to the benefit of the Employee's employer and its successors and assigns, the Employee, the Employee's beneficiaries and their successors and assigns.

Section 9.10. Severability.

If any provision of the Plan shall be held unlawful or otherwise invalid or unenforceable in whole or in part, the unlawfulness, invalidity, or unenforceability shall not affect any other provision of the Plan, each of which shall remain in full force and effect.

Section 9.11. Payment on Behalf of Person Unable to Manage Affairs.

If the Committee shall find that any person to whom any amount is payable under this Plan is unable to care for his affairs because of illness or accident, or is a minor, any payment due (unless a prior claim therefor shall have been made by a duly appointed guardian, committee or other legal representative) may be paid to the spouse, a child, a parent, or a brother or sister, or to any person deemed by the Committee to have incurred expense for such person otherwise entitled to payment, in such manner and proportions as the Committee may determine. The Committee may require proof of minority, incompetence, incapacity or guardianship, as it may deem appropriate prior to distribution of the benefit. Any such payment shall be a complete discharge of the liabilities of the Company under this Plan.

Section 9.12. Distribution in the Event of Taxation.

The Committee may distribute all or a portion of the Employee's benefit to the extent necessary to pay any FICA or income taxes which may be owed by the Employee on his benefit under the Plan and to the extent permitted by Section 409A of the Code.

Section 9.13. Insurance.

The Company and members of the Affiliated Group, on their own behalf or on behalf of the trustee of the Trust, and, in their sole discretion, may apply for and procure insurance on the life of the Employee, in such amounts and in such forms as the Company may choose. The employers or the trustee of the Trust, as the case may be, shall be the sole owner and beneficiary of any such insurance. The Employee shall have no interest whatsoever in any such policy or policies, and at the request of the employers shall submit to medical examinations and supply such information and execute such documents as may be required by the insurance company or companies to whom the employers have applied for insurance.

Section 9.14. Section 409A of the Code.

No provision in the Plan shall be interpreted or construed to (a) create any liability for the Company or an employer related to a failure to comply with Section 409A of the Code or (b) transfer any liability for a failure to comply with Section 409A of the Code from an Employee, an Employee's spouse, beneficiary, estate or other individual to the Company or a member of the Affiliated Group.

Section 9.15. Other Benefits and Agreements.

The benefits provided for an Employee and Employee's beneficiary under the Plan are in addition to any other benefits available to such Employee under any other plan or program for employees of the Employee's employer. The Plan shall supplement and shall not supersede, modify or amend any other such plan or programs except as may otherwise be expressly provided.

Article 10. Grandfathered Benefits

Section 10.1. Grandfathered Benefits.

The terms of the Plan in effect on December 31, 2004 are attached as Appendix A. Appendix A applies to an Employee's Grandfathered Benefits. To the extent that an Employee's benefit under the Plan was earned and vested after December 31, 2004, it is subject to the provisions of the Plan as amended and restated effective January 1, 2005 and any subsequent amendments and restatements of the Plan. The purpose of Appendix A is to preserve the terms of the Plan that govern an Employee's Grandfathered Benefits, and to prevent any Grandfathered Benefits from becoming subject to Section 409A of the Code. No amendment to the Plan, including this Appendix A, which would constitute a "material modification" for purposes of Section 409A, shall be effective unless the amending instrument specifically provides that it is intended to materially modify the terms of this Appendix A and to cause the Grandfathered Benefits to become subject to Section 409A of the Code.

* * * * *

IN WITNESS WHEREOF, this Plan document has been executed on behalf of the Company as of November 25, 2008.

ATTEST: McCORMICK & COMPANY, INCORPORATED

By: /s/ W. Geoffrey Carpenter 11-25-08 By: /s/ Cecile K. Perich 11-25-08

W. Geoffrey Carpenter Date Cecile K. Perich Date
Vice President Vice President
General Counsel & Secretary Human Relations

The McCormick
Supplemental Executive Retirement Plan

Amended and Restated Effective January 1, 2005

Exhibit I

Sample Contracts

McCormick Supplemental Executive Retirement Plan Agreement
(for certain senior executives hired before November 30, 2000)

This agreement is made as of the ___ day of __________, _____, by and between McCormick & Company, Incorporated, a corporation organized under the laws of the state of Maryland (the "Company") and _________, an employee of the Company ("You" or "you").

WHEREAS, the Company sponsors the McCormick Supplemental Executive Retirement Plan (the "Plan"), which provides non-qualified retirement benefits to certain employees of the Company and its subsidiaries and has been restated effective January 1, 2005 to comply with certain changes in the law; and

WHEREAS, the Company desires to enter into an agreement with respect to your participation in the Plan, which reflects the restated terms of the Plan (the "Agreement");

NOW, THEREFORE, you and the Company acknowledge and agree to the following terms:

I. Your Benefit.

You are eligible for a benefit under the Senior Executive Program. Your benefit shall equal the amount described in Section I(A) minus the amount described in Section I(B), calculated in accordance with the provisions of Sections I(C) and I(D), and subject to the vesting requirements of Section I(E).

A. The benefit that would have been payable under the Pension Plan on your Benefit Commencement Date in the single life annuity form of payment, disregarding the limitations of Sections 415 and 401(a)(17) of the Internal Revenue Code of 1986, as amended (the "Code") as they may be implemented in the Pension Plan, calculated as if you had attained an adjusted retirement age on the Benefit Commencement Date, determined as follows:

1. The adjusted retirement age will be your actual attained age on the Benefit Commencement Date increased by one month for each month of service after age 55 during which you participated in the Plan. However, the adjusted retirement age cannot be greater than 65.

2. In the benefit calculation, credited service and average monthly earnings will be determined to the adjusted retirement age, assuming that your rate of pay in effect immediately preceding the

date of your Benefit Trigger had remained in effect until your adjusted retirement age.

3. Average monthly earnings shall include 90% of 1/12th of the average of the five highest annual bonuses that you earned in any five of the ten calendar years immediately prior to your Benefit Trigger.

B. The benefit that you are actually eligible to receive under the Pension Plan on the Benefit Commencement Date under the single life annuity form of payment.

C. For purposes of calculating your benefit, the fact that you would not be able to commence payment under the Pension Plan on the Benefit Commencement Date because you would not yet have reached a certain age on the Benefit Commencement Date shall be disregarded. In such circumstances, the value of the benefit under the Pension Plan on the Benefit Commencement Date shall be the actuarial equivalent of the benefit under the Pension Plan calculated as if it were payable on the Benefit Commencement Date using actuarial assumptions (including early retirement factors) as determined by the Committee.

D. For purposes of calculating your benefit, the term “annual bonus” shall not include any payment made pursuant to a cash-based long-term incentive award.

E. Your rights in your benefit under the Plan shall be deemed to vest and become nonforfeitable upon the earliest of: (1) the date on which you reach age 55; (2) the date of a Change in Control; (3) the date on which you become Disabled; or (4) the date immediately preceding the date of your Separation from Service as a result of death, a Constructive Discharge or a discharge by the Company without Cause.

II. Benefit Commencement Date.

A. Your “Benefit Trigger” is the earliest to occur of (1) a Change in Control Event, (2) your Disability, or (3) your Separation from Service with the Company.

B. Except to the extent you elect a different time of payment as may be permitted by the Plan and the Committee, if your Benefit Trigger is your Separation from Service, your Benefit Commencement Date shall be determined as follows:

1. Except as provided in Section II(B)(2) below, your Benefit Commencement Date shall be the first of the month following the

later of your Separation from Service or the date on which you attain age 55.

2. No payment shall be made during the six-month period immediately following your Separation from Service (other than in the case of your death).

3. Any payments otherwise due during the six-month period immediately following your Separation from Service shall be paid on the first business day that occurs six months following your Separation from Service (or, if earlier, the date of your death). During this six-month period, the amounts otherwise payable to you shall accrue interest at the 30-day Treasury Bill rate in effect for November of the year before the year in which you experience a Separation from Service.

C. If your Benefit Trigger is a Change in Control Event, your Benefit Commencement Date shall be the date of the Change in Control Event.

D. Except to the extent you elect a different time of payment as may be permitted by the Plan, if your Benefit Trigger is your Disability, your Benefit Commencement Date shall be the first of the month following the later of the date of your Disability or the date on which you attain age 55.

III. Form of Benefit.

A. Except as provided in subsection III(B) or (C):

1. If your Benefit Trigger is your Disability or your Separation from Service and you are married on the Benefit Commencement Date, your benefit shall be paid in the form of a fifty (50) percent joint and survivor annuity with your spouse as the survivor annuitant.

2. If your Benefit Trigger is your Disability or your Separation from Service and you are unmarried on the Benefit Commencement Date, your benefit shall be paid in the form of a single life annuity.

3. If your Benefit Trigger is a Change in Control Event, your benefit shall be paid in a lump sum.

B. If your benefit on your Benefit Commencement Date would be the actuarial equivalent of a lump sum payment of less than the limit set forth in Section 402(g) of the Code ($15,500 in 2008), the benefit shall be paid in a lump sum.

C. Except as provided in Section III(B), benefits under the Plan paid due to a Separation from Service or Disability may be payable in the following actuarially equivalent forms (to the extent permitted under The McCormick Pension Plan at the time your benefit commences): (1) a single life annuity; (2) a 50%, 66 and 2/3%, 75% or 100% joint and survivor annuity; (3) an annuity described in Section III(C)(1) or (2) with guaranteed payments for the first 5, 10, or 15 years; and (4) any other form of payment permitted by the Committee that would be treated as an actuarially equivalent life annuity within the meaning of Treas. Reg. § 1.409A-2(b)(2)(ii)(B).

IV. Death Benefit.

Upon your death before your Benefit Commencement Date, your surviving spouse, if any, shall be paid a benefit equal to 50% of the benefit you would have been entitled to under the Plan had you experienced a Separation from Service on the day immediately preceding your death. If you die before age 55, the surviving spouse's benefit shall commence payment on the first day of the month following the date on which you would have reached age 55, and the surviving spouse's benefit shall be calculated as if you had reached age 55, but based on your actual compensation and years of service as of your date of death. If death occurs after you have begun to receive payment of your benefit under the Plan, the beneficiary shall receive any benefit to which you are entitled under the form in which the benefit was being paid. If you are unmarried and have not yet commenced your benefit at the time of your death, your beneficiaries, heirs, or estate shall not be entitled to a benefit under the Plan.

V. Amendment and Termination.

A. The Company may, at any time, amend or modify the Plan in whole or in part; provided that (1) no amendment or modification shall decrease or restrict the value of your benefit in existence at the time the amendment or modification is made, calculated as if you had experienced a Separation from Service as of the effective date of the amendment or modification, and (2) after a Change in Control, no amendment or modification shall adversely affect the vesting, calculation or payment of benefits hereunder to you or your beneficiary or diminish any other rights or protections you or your beneficiary would have had, but for such amendment or modification, unless you or your beneficiary consent in writing to such amendment.

B. While the Company intends to maintain the Plan for as long as necessary, the Company reserves the right to terminate it at any time for whatever reasons it may deem appropriate, subject to the requirements of subsection (V)(A) that apply with respect to any amendment to terminate the Plan. In the event of the termination of the Plan (and any other plan required to be aggregated with this Plan pursuant to Section 409A of the Code), the Company may, in its discretion, elect to distribute to you the full amount of your benefit under the Plan in a lump sum no earlier than the 13th month and no later than the 24th month after the termination of the Plan. If a Change in Control Event occurs that results in the payment of benefits to you, then the Plan shall terminate automatically immediately following the payment of such benefits, and no further benefits shall accrue under the Plan following such Change in Control Event**.**

C. If the Company determines that any provision of the Plan is or might be inconsistent with the restrictions imposed by Section 409A of the Code, such provision shall be deemed to be amended to the extent that the Company determines necessary to bring it into compliance with Section 409A of the Code. Any such deemed amendment shall be effective as of the earliest date such amendment is necessary under Section 409A of the Code. No amendment or termination described in Sections V(A) or (B) of this Agreement shall be effective to the extent that it would result in a violation of any requirement under Section 409A of the Code.

VI. Miscellaneous Terms.

A. The terms and conditions of the Plan and this Agreement shall not be deemed to constitute a contract of employment between you and the Company or any of its subsidiaries. Such employment is hereby acknowledged to be an “at will” employment relationship that can be terminated at any time for any reason, or no reason, with or without cause, and with or without notice, except as otherwise provided in a written employment agreement. Nothing in the Plan, this Agreement, or any other contract under the Plan shall be deemed to give you the right to be retained in the service of any employer as an employee or to interfere with the right of any employer to discipline or discharge you at any time.

B. The Committee shall have the discretion and authority to (1) make, amend, interpret, and enforce all appropriate rules and regulations for the administration of the Plan and (2) decide or resolve any and all questions including interpretations of the Plan and facts that are relevant to the administration of the Plan, as may arise in connection with the Plan.

C. The terms used in this Agreement shall have the same definition as the identified terms used in the Plan.

D. This Agreement shall not confer any rights or privileges on you greater than those provided under the Plan. This Agreement is subject to the terms and provisions of the Plan and, in the event of any conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall govern.

E. This Agreement supersedes any previous agreements between you and the Company or any of its subsidiaries regarding supplemental or executive retirement plan benefits.

F. This Agreement shall be binding upon and inure to the benefit of the Company, its subsidiaries, successors, and assigns and you and your heirs, executors, administrators, and legal representatives.

G. This Agreement shall be construed in accordance with and governed by the laws of the state of Maryland.

IN WITNESS WHEREOF, the Company have caused this Agreement to be executed by its duly authorized officers, and you have hereunto set your hand, as of the date appearing on page one.

McCORMICK & COMPANY, INCORPORATED

[Name of Employee] Alan D. Wilson
Chairman, President and Chief Executive Officer

ATTEST:

W. Geoffrey Carpenter
Vice President, General Counsel & Secretary

McCormick Supplemental Executive Retirement Plan Agreement
(for certain senior executives hired after November 30, 2000)

This agreement is made as of the ___ day of ________, 20__, by and between McCormick & Company, Incorporated, a corporation organized under the laws of the state of Maryland (the "Company") and _________________, an employee of the Company ("You" or "you").

WHEREAS, the Company sponsors the McCormick Supplemental Executive Retirement Plan (the "Plan"), which provides non-qualified retirement benefits to certain employees of the Company and its subsidiaries and has been restated effective January 1, 2005 to comply with certain changes in the law; and

WHEREAS, the Company desires to enter into an agreement with respect to your participation in the Plan, which reflects the restated terms of the Plan (the "Agreement");

NOW, THEREFORE, you and the Company acknowledge and agree to the following terms:

I. Your Benefit.

You are eligible for a benefit under the Senior Executive Program. Your benefit shall equal the amount described in Section I(A) multiplied by the amount in Section I(C), minus the amount described in Section I(B), calculated in accordance with the provisions of Section I(D) and subject to the vesting requirements of Section I(E).

A. The benefit that would have been payable under the Pension Plan on your Benefit Commencement Date in the single life annuity form of payment, disregarding the limitations of Sections 415 and 401(a)(17) of the Internal Revenue Code of 1986, as amended (the "Code") as they may be implemented in the Pension Plan, calculated as if you had attained an adjusted retirement age on the Benefit Commencement Date, determined as follows:

1. The adjusted retirement age will be your actual attained age on the Benefit Commencement Date increased by one month for each month of service after age 55 during which you participated in the Plan. However, the adjusted retirement age cannot be greater than 65.

2. In the benefit calculation, credited service and average monthly earnings will be determined to the adjusted retirement age, assuming that your rate of pay in effect immediately preceding the

date of your Benefit Trigger had remained in effect until your adjusted retirement age.

B. The benefit that you are actually eligible to receive under the Pension Plan on the Benefit Commencement Date under the single life annuity form of payment.

C. If you are in compensation tier D at the time of your Benefit Trigger, the multiplier shall be 1.4; if you are in compensation tier C or higher at the time of your Benefit Trigger, the multiplier shall be 1.5.

D. For purposes of calculating your benefit, the fact that you would not be able to commence payment under the Pension Plan on the Benefit Commencement Date because you would not yet have reached a certain age on the Benefit Commencement Date shall be disregarded. In such circumstances, the value of the benefit under the Pension Plan on the Benefit Commencement Date shall be the actuarial equivalent of the benefit under the Pension Plan calculated as if it were payable on the Benefit Commencement Date using actuarial assumptions (including early retirement factors) as determined by the Committee.

E. Your rights in your benefit under the Plan shall be deemed to vest and become nonforfeitable upon the earliest of: (1) the date on which you reach age 55; (2) the date of a Change in Control; (3) the date on which you become Disabled or (4) the date immediately preceding the date of your Separation from Service as a result of death, a Constructive Discharge or a discharge by the Company without Cause.

II. Benefit Commencement Date.

A. Your “Benefit Trigger” is the earliest to occur of (1) a Change in Control Event, (2) your Disability, or (3) your Separation from Service with the Company.

B. Except to the extent you elect a different time of payment as may be permitted by the Plan and the Committee, if your Benefit Trigger is your Separation from Service, your Benefit Commencement Date shall be determined as follows:

1. Except as provided in Section II(B)(2) below, your Benefit Commencement Date shall be the first of the month following the later of your Separation from Service or the date on which you attain age 55.

2. No payment shall be made during the six-month period immediately following your Separation from Service (other than in the case of your death).

3. Any payments otherwise due during the six-month period immediately following your Separation from Service shall be paid on the first business day that occurs six months following your Separation from Service (or, if earlier, the date of your death). During this six-month period, the amounts otherwise payable to you shall accrue interest at the 30-day Treasury Bill rate in effect for November of the year before the year in which you experience a Separation from Service.

C. If your Benefit Trigger is a Change in Control Event, your Benefit Commencement Date shall be the date of the Change in Control Event.

D. Except to the extent you elect a different time of payment as may be permitted by the Plan, if your Benefit Trigger is your Disability, your Benefit Commencement Date shall be the first of the month following the later of the date of your Disability or the date on which you attain age 55.

III. Form of Benefit.

A. Except as provided in subsection III(B) or (C):

1. If your Benefit Trigger is your Disability or your Separation from Service and you are married on the Benefit Commencement Date, your benefit shall be paid in the form of a fifty (50) percent joint and survivor annuity with your spouse as the survivor annuitant.

2. If your Benefit Trigger is your Disability or your Separation from Service and you are unmarried on the Benefit Commencement Date, your benefit shall be paid in the form of a single life annuity.

3. If your Benefit Trigger is a Change in Control Event, your benefit shall be paid in a lump sum.

B. If your benefit on your Benefit Commencement Date would be the actuarial equivalent of a lump sum payment of less than the limit set forth in Section 402(g) of the Code ($15,500 in 2008), the benefit shall be paid in a lump sum.

C. Except as provided in Section III(B), benefits under the Plan paid due to a Separation from Service or Disability may be payable in the following actuarially equivalent forms (to the extent permitted under The McCormick Pension Plan at the time your benefit commences): (1) a single life annuity; (2) a 50%, 66 and 2/3%, 75% or 100% joint and survivor annuity; (3) an annuity described in Section III(C)(1) or (2) with guaranteed payments for the first 5, 10, or 15 years; and (4) any other form of payment permitted by the Committee that would be treated as an actuarially equivalent life annuity within the meaning of Treas. Reg. § 1.409A-2(b)(2)(ii)(B).

IV. Death Benefit.

Upon your death before your Benefit Commencement Date, your surviving spouse, if any, shall be paid a benefit equal to 50% of the benefit you would have been entitled to under the Plan had you experienced a Separation from Service on the day immediately preceding your death. If you die before age 55, the surviving spouse's benefit shall commence payment on the first day of the month following the date on which you would have reached age 55, and the surviving spouse's benefit shall be calculated as if you had reached age 55, but based on your actual compensation and years of service as of your date of death. If death occurs after you have begun to receive payment of your benefit under the Plan, the beneficiary shall receive any benefit to which you are entitled under the form in which the benefit was being paid. If you are unmarried and have not yet commenced your benefit at the time of your death, your beneficiaries, heirs, or estate shall not be entitled to a benefit under the Plan.

V. Amendment and Termination.

A. The Company may, at any time, amend or modify the Plan in whole or in part; provided that (1) no amendment or modification shall decrease or restrict the value of your benefit in existence at the time the amendment or modification is made, calculated as if you had experienced a Separation from Service as of the effective date of the amendment or modification, and (2) after a Change in Control, no amendment or modification shall adversely affect the vesting, calculation or payment of benefits hereunder to you or your beneficiary or diminish any other rights or protections you or your beneficiary would have had, but for such amendment or modification, unless you or your beneficiary consent in writing to such amendment.

B. While the Company intends to maintain the Plan for as long as necessary, the Company reserves the right to terminate it at any time for whatever reasons it may deem appropriate, subject to the requirements of subsection (V)(A) that apply with respect to any amendment to terminate the Plan. In the event of the termination of the Plan (and any other plan required to be aggregated with this Plan pursuant to Section 409A of the Code), the Company may, in its discretion, elect to distribute to you the full amount of your benefit under the Plan in a lump sum no earlier than the 13th month and no later than the 24th month after the termination of the Plan. If a Change in Control Event occurs that results in the payment of benefits to you, then the Plan shall terminate automatically immediately following the payment of such benefits, and no further benefits shall accrue under the Plan following such Change in Control Event**.**

C. If the Company determines that any provision of the Plan is or might be inconsistent with the restrictions imposed by Section 409A of the Code, such provision shall be deemed to be amended to the extent that the Company determines necessary to bring it into compliance with Section 409A of the Code. Any such deemed amendment shall be effective as of the earliest date such amendment is necessary under Section 409A of the Code. No amendment or termination described in Sections V(A) or (B) of this Agreement shall be effective to the extent that it would result in a violation of any requirement under Section 409A of the Code.

VI. Miscellaneous Terms.

A. The terms and conditions of the Plan and this Agreement shall not be deemed to constitute a contract of employment between you and the Company or any of its subsidiaries. Such employment is hereby acknowledged to be an "at will" employment relationship that can be terminated at any time for any reason, or no reason, with or without cause, and with or without notice, except as otherwise provided in a written employment agreement. Nothing in the Plan, this Agreement, or any other contract under the Plan shall be deemed to give you the right to be retained in the service of any employer as an employee or to interfere with the right of any employer to discipline or discharge you at any time.

B. The Committee shall have the discretion and authority to (1) make, amend, interpret, and enforce all appropriate rules and regulations for the administration of the Plan and (2) decide or resolve any and all questions including interpretations of the Plan and facts that are relevant to the administration of the Plan, as may arise in connection with the Plan.

C. The terms used in this Agreement shall have the same definition as the identified terms used in the Plan.

D. This Agreement shall not confer any rights or privileges on you greater than those provided under the Plan. This Agreement is subject to the terms and provisions of the Plan and, in the event of any conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall govern.

E. This Agreement supersedes any previous agreements between you and the Company or any of its subsidiaries regarding supplemental or executive retirement plan benefits.

F. This Agreement shall be binding upon and inure to the benefit of the Company, its subsidiaries, successors, and assigns and you and your heirs, executors, administrators, and legal representatives.

G. This Agreement shall be construed in accordance with and governed by the laws of the state of Maryland.

IN WITNESS WHEREOF, the Company have caused this Agreement to be executed by its duly authorized officers, and you have hereunto set your hand, as of the date appearing on page one.

McCORMICK & COMPANY, INCORPORATED

[Name of Employee] Alan D. Wilson
Chairman, President and Chief Executive Officer

ATTEST:

W. Geoffrey Carpenter
Vice President, General Counsel & Secretary

McCormick Supplemental Executive Retirement Plan Agreement
(for certain executives hired before November 30, 2000)

This agreement is made as of the ___ day of __________, _____, by and between McCormick & Company, Incorporated, a corporation organized under the laws of the state of Maryland (the "Company") and _________, an employee of the Company ("You" or "you").

WHEREAS, the Company sponsors the McCormick Supplemental Executive Retirement Plan (the "Plan"), which provides non-qualified retirement benefits to certain employees of the Company and its subsidiaries and has been restated effective January 1, 2005 to comply with certain changes in the law; and

WHEREAS, the Company desires to enter into an agreement with respect to your participation in the Plan, which reflects the restated terms of the Plan (the "Agreement");

NOW, THEREFORE, you and the Company acknowledge and agree to the following terms:

I. Your Benefit.

You are eligible for a benefit under the Executive Program. Your benefit shall equal the amount described in Section I(A) minus the amount described in Section I(B), calculated in accordance with the provisions of Sections I(C) and I(D), and subject to the vesting requirements of Section I(E).

A. The benefit that would have been payable under the Pension Plan on your Benefit Commencement Date in the single life annuity form of payment, disregarding the limitations of Sections 415 and 401(a)(17) of the Internal Revenue Code of 1986, as amended (the "Code") as they may be implemented in the Pension Plan.

Your benefit will be calculated as if your average monthly earnings had included 90% of $1/12^{th}$ of the average of the five highest annual bonuses that you earned in any five of the ten calendar years immediately prior to your Benefit Trigger.

B. The benefit that you are actually eligible to receive under the Pension Plan on the Benefit Commencement Date under the single life annuity form of payment.

C. For purposes of calculating your benefit, the fact that you would not be able to commence payment under the Pension Plan on the Benefit Commencement Date because you would not yet have reached a certain age on the Benefit Commencement Date shall be disregarded. In such circumstances, the value of the benefit under the Pension Plan on the Benefit Commencement Date shall be the actuarial equivalent of the benefit under the Pension Plan calculated as if it were payable on the Benefit Commencement Date using actuarial assumptions (including early retirement factors) as determined by the Committee.

D. For purposes of calculating your benefit, the term “annual bonus” shall not include any payment made pursuant to a cash-based long-term incentive award.

E. Your rights in your benefit under the Plan shall be deemed to vest and become nonforfeitable upon the earliest of: (1) the date on which you reach age 55; (2) the date of a Change in Control; (3) the date on which you become Disabled, or (4) the date immediately preceding the date of your Separation from Service as a result of death, a Constructive Discharge or a discharge by the Company without Cause.

II. Benefit Commencement Date.

A. Your “Benefit Trigger” is the earliest to occur of (1) a Change in Control Event, (2) your Disability, or (3) your Separation from Service with the Company.

B. Except to the extent you elect a different time of payment as may be permitted by the Plan and the Committee, if your Benefit Trigger is your Separation from Service, your Benefit Commencement Date shall be determined as follows:

1. Except as provided in Section II(B)(2) below, your Benefit Commencement Date shall be the first of the month following the later of your Separation from Service or the date on which you attain age 55.

2. No payment shall be made during the six-month period immediately following your Separation from Service (other than in the case of your death).

3. Any payments otherwise due during the six-month period immediately following your Separation from Service shall be paid on the first business day that occurs six months following your Separation from Service (or, if earlier, the date of your death). During this six-month period, the amounts otherwise payable to you shall accrue interest at the 30-day Treasury Bill rate in effect for November of the year before the year in which you experience a Separation from Service.

C. If your Benefit Trigger is a Change in Control Event, your Benefit Commencement Date shall be the date of the Change in Control Event.

D. Except to the extent you elect a different time of payment as may be permitted by the Plan, if your Benefit Trigger is your Disability, your Benefit Commencement Date shall be the first of the month following the later of the date of your Disability or the date on which you attain age 55.

III. Form of Benefit.

A. Except as provided in subsection III(B) or (C):

1. If your Benefit Trigger is your Disability or your Separation from Service and you are married on the Benefit Commencement Date, your benefit shall be paid in the form of a fifty (50) percent joint and survivor annuity with your spouse as the survivor annuitant.

2. If your Benefit Trigger is your Disability or your Separation from Service and you are unmarried on the Benefit Commencement Date, your benefit shall be paid in the form of a single life annuity.

3. If your Benefit Trigger is a Change in Control Event, your benefit shall be paid in a lump sum.

B. If your benefit on your Benefit Commencement Date would be the actuarial equivalent of a lump sum payment of less than the limit set forth in Section 402(g) of the Code ($15,500 in 2008), the benefit shall be paid in a lump sum.

C. Except as provided in Section III(B), benefits under the Plan paid due to a Separation from Service or Disability may be payable in the following actuarially equivalent forms (to the extent permitted under The McCormick Pension Plan at the time your benefit commences): (1) a single life annuity; (2) a 50%, 66 and 2/3%, 75% or 100% joint and survivor annuity; (3) an annuity described in Section III(C)(1) or (2) with guaranteed payments for the first 5, 10, or 15 years; and (4) any other form of payment permitted by the Committee that would be treated as an actuarially equivalent life annuity within the meaning of Treas. Reg. § 1.409A-2(b)(2)(ii)(B).

IV. Death Benefit.

Upon your death before your Benefit Commencement Date, your surviving spouse, if any, shall be paid a benefit equal to 50% of the benefit you would have been entitled to under the Plan had you experienced a Separation from Service on the day immediately preceding your death. If you die before age 55, the surviving spouse's benefit shall commence payment on the first day of the month following the date on which you would have reached age 55, and the surviving spouse's benefit shall be calculated as if you had reached age 55, but based on your actual compensation and years of service as of your date of death. If death occurs after you have begun to receive payment of your benefit under the Plan, the beneficiary shall receive any benefit to which you are entitled under the form in which the benefit was being paid. If you are unmarried and have not yet commenced your benefit at the time of your death, your beneficiaries, heirs, or estate shall not be entitled to a benefit under the Plan.

V. Amendment and Termination.

A. The Company may, at any time, amend or modify the Plan in whole or in part; provided that (1) no amendment or modification shall decrease or restrict the value of your benefit in existence at the time the amendment or modification is made, calculated as if you had experienced a Separation from Service as of the effective date of the amendment or modification, and (2) after a Change in Control, no amendment or modification shall adversely affect the vesting, calculation or payment of benefits hereunder to you or your beneficiary or diminish any other rights or protections you or your beneficiary would have had, but for such amendment or modification, unless you or your beneficiary consent in writing to such amendment.

B. While the Company intends to maintain the Plan for as long as necessary, the Company reserves the right to terminate it at any time for whatever reasons it may deem appropriate, subject to the requirements of subsection (V)(A) that apply with respect to any amendment to terminate the Plan. In the event of the termination of the Plan (and any other plan required to be aggregated with this Plan pursuant to Section 409A of the Code), the Company may, in its discretion, elect to distribute to you the full amount of your benefit under the Plan in a lump sum no earlier than the 13th month and no later than the 24th month after the termination of the Plan. If a Change in Control Event occurs that results in the payment of benefits to you, then the Plan shall terminate automatically immediately following the payment of such benefits, and no further benefits shall accrue under the Plan following such Change in Control Event.

C. If the Company determines that any provision of the Plan is or might be inconsistent with the restrictions imposed by Section 409A of the Code, such provision shall be deemed to be amended to the extent that the Company determines necessary to bring it into compliance with Section 409A of the Code. Any such deemed amendment shall be effective as of the earliest date such amendment is necessary under Section 409A of the Code. No amendment or termination described in Sections V(A) or (B) of this Agreement shall be effective to the extent that it would result in a violation of any requirement under Section 409A of the Code.

VI. Miscellaneous Terms.

A. The terms and conditions of the Plan and this Agreement shall not be deemed to constitute a contract of employment between you and the Company or any of its subsidiaries. Such employment is hereby acknowledged to be an “at will” employment relationship that can be terminated at any time for any reason, or no reason, with or without cause, and with or without notice, except as otherwise provided in a written employment agreement. Nothing in the Plan, this Agreement, or any other contract under the Plan shall be deemed to give you the right to be retained in the service of any employer as an employee or to interfere with the right of any employer to discipline or discharge you at any time.

B. The Committee shall have the discretion and authority to (1) make, amend, interpret, and enforce all appropriate rules and regulations for the administration of the Plan and (2) decide or resolve any and all questions including interpretations of the Plan and facts that are relevant to the administration of the Plan, as may arise in connection with the Plan.

C. The terms used in this Agreement shall have the same definition as the identified terms used in the Plan.

D. This Agreement shall not confer any rights or privileges on you greater than those provided under the Plan. This Agreement is subject to the terms and provisions of the Plan and, in the event of any conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall govern.

E. This Agreement supersedes any previous agreements between you and the Company or any of its subsidiaries regarding supplemental or executive retirement plan benefits.

F. This Agreement shall be binding upon and inure to the benefit of the Company, its subsidiaries, successors, and assigns and you and your heirs, executors, administrators, and legal representatives.

G. This Agreement shall be construed in accordance with and governed by the laws of the state of Maryland.

IN WITNESS WHEREOF, the Company have caused this Agreement to be executed by its duly authorized officers, and you have hereunto set your hand, as of the date appearing on page one.

McCORMICK & COMPANY, INCORPORATED

[Name of Employee] Alan D. Wilson
Chairman, President and Chief Executive Officer

ATTEST:

W. Geoffrey Carpenter
Vice President, General Counsel & Secretary

McCormick Supplemental Executive Retirement Plan Agreement
(for certain executives hired after November 30, 2000)

This agreement is made as of the ___ day of ________, 20__, by and between McCormick & Company, Incorporated, a corporation organized under the laws of the state of Maryland (the "Company") and _________________, an employee of the Company ("You" or "you").

WHEREAS, the Company sponsors the McCormick Supplemental Executive Retirement Plan (the "Plan"), which provides non-qualified retirement benefits to certain employees of the Company and its subsidiaries and has been restated effective January 1, 2005 to comply with certain changes in the law; and

WHEREAS, the Company desires to enter into an agreement with respect to your participation in the Plan, which reflects the restated terms of the Plan (the "Agreement");

NOW, THEREFORE, you and the Company acknowledge and agree to the following terms:

I. Your Benefit.

You are eligible for a benefit under the Executive Program. Your benefit shall equal the amount described in Section I(A) multiplied by the amount in Section I(C), minus the amount described in Section I(B), calculated in accordance with the provisions of Section I(D) and subject to the vesting requirements of Section I(E).

A. The benefit that would have been payable under the Pension Plan on your Benefit Commencement Date in the single life annuity form of payment, disregarding the limitations of Sections 415 and 401(a)(17) of the Internal Revenue Code of 1986, as amended (the "Code") as they may be implemented in the Pension Plan.

B. The benefit that you are actually eligible to receive under the Pension Plan on the Benefit Commencement Date under the single life annuity form of payment.

C. If you are in compensation tier D at the time of your Benefit Trigger, the multiplier shall be 1.4; if you are in compensation tier C or higher at the time of your Benefit Trigger, the multiplier shall be 1.5.

D. For purposes of calculating your benefit, the fact that you would not be able to commence payment under the Pension Plan on the Benefit Commencement Date because you would not yet have reached a certain age on the Benefit Commencement Date shall be disregarded. In such circumstances, the value of the benefit under the Pension Plan on the Benefit Commencement Date shall be the actuarial equivalent of the benefit under the Pension Plan calculated as if it were payable on the Benefit Commencement Date using actuarial assumptions (including early retirement factors) as determined by the Committee.

E. Your rights in your benefit under the Plan shall be deemed to vest and become nonforfeitable upon the earliest of: (1) the date on which you reach age 55; (2) the date of a Change in Control; (3) the date on which you become Disabled or (4) the date immediately preceding the date of your Separation from Service as a result of death, a Constructive Discharge or a discharge by the Company without Cause.

II. Benefit Commencement Date.

A. Your "Benefit Trigger" is the earliest to occur of (1) a Change in Control Event, (2) your Disability, or (3) your Separation from Service with the Company.

B. Except to the extent you elect a different time of payment as may be permitted by the Plan and the Committee, if your Benefit Trigger is your Separation from Service, your Benefit Commencement Date shall be determined as follows:

1. Except as provided in Section II(B)(2) below, your Benefit Commencement Date shall be the first of the month following the later of your Separation from Service or the date on which you attain age 55.

2. No payment shall be made during the six-month period immediately following your Separation from Service (other than in the case of your death).

3. Any payments otherwise due during the six-month period immediately following your Separation from Service shall be paid on the first business day that occurs six months following your Separation from Service (or, if earlier, the date of your death). During this six-month period, the amounts otherwise payable to you shall accrue interest at the 30-day Treasury Bill rate in effect for November of the year before the year in which you experience a Separation from Service.

C. If your Benefit Trigger is a Change in Control Event, your Benefit Commencement Date shall be the date of the Change in Control Event.

D. Except to the extent you elect a different time of payment as may be permitted by the Plan, if your Benefit Trigger is your Disability, your Benefit Commencement Date shall be the first of the month following the later of the date of your Disability or the date on which you attain age 55.

III. Form of Benefit.

A. Except as provided in subsection III(B) or (C):

1. If your Benefit Trigger is your Disability or your Separation from Service and you are married on the Benefit Commencement Date, your benefit shall be paid in the form of a fifty (50) percent joint and survivor annuity with your spouse as the survivor annuitant.

2. If your Benefit Trigger is your Disability or your Separation from Service and you are unmarried on the Benefit Commencement Date, your benefit shall be paid in the form of a single life annuity.

3. If your Benefit Trigger is a Change in Control Event, your benefit shall be paid in a lump sum.

B. If your benefit on your Benefit Commencement Date would be the actuarial equivalent of a lump sum payment of less than the limit set forth in Section 402(g) of the Code ($15,500 in 2008), the benefit shall be paid in a lump sum.

C. Except as provided in Section III(B), benefits under the Plan paid due to a Separation from Service or Disability may be payable in the following actuarially equivalent forms (to the extent permitted under The McCormick Pension Plan at the time your benefit commences): (1) a single life annuity; (2) a 50%, 66 and 2/3%, 75% or 100% joint and survivor annuity; (3) an annuity described in Section III(C)(1) or (2) with guaranteed payments for the first 5, 10, or 15 years; and (4) any other form of payment permitted by the Committee that would be treated as an actuarially equivalent life annuity within the meaning of Treas. Reg. § 1.409A-2(b)(2)(ii)(B).

IV. Death Benefit.

Upon your death before your Benefit Commencement Date, your surviving spouse, if any, shall be paid a benefit equal to 50% of the benefit you would have been entitled to under the Plan had you experienced a Separation from Service on the day immediately preceding your death. If you die before age 55, the surviving spouse's benefit shall commence payment on the first day of the month following the date on which you would have reached age 55, and the surviving spouse's benefit shall be calculated as if you had reached age 55, but based on your actual compensation and years of service as of your date of death. If death occurs after you have begun to receive payment of your benefit under the Plan, the beneficiary shall receive any benefit to which you are entitled under the form in which the benefit was being paid. If you are unmarried and have not yet commenced your benefit at the time of your death, your beneficiaries, heirs, or estate shall not be entitled to a benefit under the Plan.

V. Amendment and Termination.

A. The Company may, at any time, amend or modify the Plan in whole or in part; provided that (1) no amendment or modification shall decrease or restrict the value of your benefit in existence at the time the amendment or modification is made, calculated as if you had experienced a Separation from Service as of the effective date of the amendment or modification, and (2) after a Change in Control, no amendment or modification shall adversely affect the vesting, calculation or payment of benefits hereunder to you or your beneficiary or diminish any other rights or protections you or your beneficiary would have had, but for such amendment or modification, unless you or your beneficiary consent in writing to such amendment.

B. While the Company intends to maintain the Plan for as long as necessary, the Company reserves the right to terminate it at any time for whatever reasons it may deem appropriate, subject to the requirements of subsection (V)(A) that apply with respect to any amendment to terminate the Plan. In the event of the termination of the Plan (and any other plan required to be aggregated with this Plan pursuant to Section 409A of the Code), the Company may, in its discretion, elect to distribute to you the full amount of your benefit under the Plan in a lump sum no earlier than the 13th month and no later than the 24th month after the termination of the Plan. If a Change in Control Event occurs that results in the payment of benefits to you, then the Plan shall terminate automatically immediately following the payment of such benefits, and no further benefits shall accrue under the Plan following such Change in Control Event.

C. If the Company determines that any provision of the Plan is or might be inconsistent with the restrictions imposed by Section 409A of the Code, such provision shall be deemed to be amended to the extent that the Company determines necessary to bring it into compliance with Section 409A of the Code. Any such deemed amendment shall be effective as of the earliest date such amendment is necessary under Section 409A of the Code. No amendment or termination described in Sections V(A) or (B) of this Agreement shall be effective to the extent that it would result in a violation of any requirement under Section 409A of the Code.

VI. Miscellaneous Terms.

A. The terms and conditions of the Plan and this Agreement shall not be deemed to constitute a contract of employment between you and the Company or any of its subsidiaries. Such employment is hereby acknowledged to be an "at will" employment relationship that can be terminated at any time for any reason, or no reason, with or without cause, and with or without notice, except as otherwise provided in a written employment agreement. Nothing in the Plan, this Agreement, or any other contract under the Plan shall be deemed to give you the right to be retained in the service of any employer as an employee or to interfere with the right of any employer to discipline or discharge you at any time.

B. The Committee shall have the discretion and authority to (1) make, amend, interpret, and enforce all appropriate rules and regulations for the administration of the Plan and (2) decide or resolve any and all questions including interpretations of the Plan and facts that are relevant to the administration of the Plan, as may arise in connection with the Plan.

C. The terms used in this Agreement shall have the same definition as the identified terms used in the Plan.

D. This Agreement shall not confer any rights or privileges on you greater than those provided under the Plan. This Agreement is subject to the terms and provisions of the Plan and, in the event of any conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall govern.

E. This Agreement supersedes any previous agreements between you and the Company or any of its subsidiaries regarding supplemental or executive retirement plan benefits.

F. This Agreement shall be binding upon and inure to the benefit of the Company, its subsidiaries, successors, and assigns and you and your heirs, executors, administrators, and legal representatives.

G. This Agreement shall be construed in accordance with and governed by the laws of the state of Maryland.

IN WITNESS WHEREOF, the Company have caused this Agreement to be executed by its duly authorized officers, and you have hereunto set your hand, as of the date appearing on page one.

McCORMICK & COMPANY, INCORPORATED

________ __________

[Name of Employee] Alan D. Wilson

Chairman, President and Chief Executive Officer

ATTEST:

W. Geoffrey Carpenter
Vice President, General Counsel & Secretary

EXHIBIT 21

Subsidiaries of McCormick

The following is a listing of Subsidiaries of McCormick including the name under which they do business and their jurisdictions of incorporation. Certain subsidiaries are not listed since, considered in the aggregate as a single subsidiary, they would not constitute a significant subsidiary as of November 30, 2014.

Company Name	Jurisdiction of Incorporation
Billy Bee Honey Products Company	Canada
McCormick Polska S.A.	Poland
Kohinoor Speciality Foods India Private Limited	India
La Cie McCormick Canada Co.	Canada
McCormick (Guangzhou) Food Company Limited	People’s Republic of China
McCormick (U.K.) Ltd.	Scotland
McCormick Cyprus Limited	Cyprus
McCormick de Centro America, S.A. de C.V.	El Salvador
McCormick Europe, Ltd.	United Kingdom
McCormick Foods Australia Pty. Ltd.	Australia
McCormick France Holdings S.A.S.	France
McCormick France, S.A.S.	France
McCormick Global Ingredients Limited	Cayman
McCormick Holding Company Inc.	Delaware, U.S.
McCormick Ingredients Southeast Asia Private Limited	Republic of Singapore
McCormick International Holdings Unlimited.	United Kingdom
McCormick Pesa, S.A. de C.V.	Mexico
McCormick South Africa Pty Limited	South Africa
McCormick Switzerland GmbH	Switzerland
McCormick (Wuhan) Food Company Limited	People’s Republic of China
Mojave Foods Corporation	Maryland, U.S.
Shanghai McCormick Foods Company Limited	People’s Republic of China
Simply Asia Foods LLC.	Delaware, U.S.
Zatarain’s Brands, Inc.	Delaware, U.S.

EXHIBIT 23

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements of McCormick & Company, Incorporated and in the related Prospectuses (if applicable):

Form	Registration Number	Date Filed
S-3ASR	333-200347	11/18/14
S-8	333-187703	4/3/13
S-8	333-186250	1/28/13
S-8	333-158573	4/14/09
S-8	333-155775	11/28/08
S-8	333-150043	4/2/08
S-8	333-114094	3/31/04
S-8	333-93231	12/21/99
S-3	33-66614	7/27/93
S-3	33-40920	5/29/91
S-8	33-33724	3/2/90
S-3	33-32712	12/21/89
S-3	33-24660	3/16/89
S-3	33-24659	9/15/88
S-8	33-24658	9/15/88

of our reports dated January 29, 2015, with respect to the consolidated financial statements and schedule of McCormick & Company, Incorporated, and the effectiveness of internal control over financial reporting of McCormick & Company, Incorporated, included in this Annual Report (Form 10-K) of McCormick & Company, Incorporated for the year ended November 30, 2014.

/s/ Ernst & Young LLP

Baltimore, Maryland
January 29, 2015

EXHIBIT 31.1

CERTIFICATION PURSUANT TO RULE 13a-14(a)/15d-14(a)

I, Alan D. Wilson, certify that:

1. I have reviewed this report on Form 10-K of McCormick & Company, Incorporated (the “registrant”);

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 officer 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 officer 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: January 29, 2015

/s/ Alan D. Wilson

Alan D. Wilson

Chairman & Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION PURSUANT TO RULE 13a-14(a)/15d-14(a)

I, Gordon M. Stetz, Jr. certify that:

1. I have reviewed this report on Form 10-K of McCormick & Company, Incorporated (the "registrant");

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 officer 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 officer 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: January 29, 2015

/s/ Gordon M. Stetz, Jr.

Gordon M. Stetz, Jr.
Executive Vice President & Chief Financial Officer

EXHIBIT 32.1

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 Annual Report of McCormick & Company, Incorporated (the "Company") on Form 10-K for the period ending November 30, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Alan D. Wilson, Chairman & Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

(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.

/s/ Alan D. Wilson

Alan D. Wilson
Chairman & Chief Executive Officer

Date: January 29, 2015

EXHIBIT 32.2

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 Annual Report of McCormick & Company, Incorporated (the "Company") on Form 10-K for the period ending November 30, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gordon M. Stetz, Jr., Executive Vice President & Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

(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.

/s/ Gordon M. Stetz, Jr.

Gordon M. Stetz, Jr.
Executive Vice President & Chief Financial Officer

Date: January 29, 2015