

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 10-K

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

FOR THE FISCAL YEAR ENDED  
JULY 30, 1995

COMMISSION FILE NUMBER  
1-3822

CAMPBELL SOUP COMPANY

NEW JERSEY  
STATE OF INCORPORATION

21-0419870  
I.R.S. EMPLOYER IDENTIFICATION NO.

CAMPBELL PLACE  
CAMDEN, NEW JERSEY 08103-1799  
PRINCIPAL EXECUTIVE OFFICES

TELEPHONE NUMBER: (609) 342-4800

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

TITLE OF EACH CLASS	NAME OF EACH EXCHANGE ON WHICH REGISTERED
CAPITAL STOCK	NEW YORK STOCK EXCHANGE PHILADELPHIA STOCK EXCHANGE

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT: NONE

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    X            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. / /

As of September 18, 1995, the aggregate market value of Capital Stock held by non-affiliates of the Registrant was \$5,910,581,338.50. (The exclusion of the market value of shares owned by any person shall not be deemed an admission that such person is an "affiliate" of the Registrant.) There were 248,439,373 shares of Capital Stock outstanding as of September 18, 1995.

Notice of Annual Meeting and Proxy Statement dated October 6, 1995, for the Annual Meeting of Shareowners to be held on November 16, 1995, are incorporated by reference into Part III.

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This Form 10-K contains 114 pages including exhibits. An index to exhibits is on page 39.

## PART I

## ITEM 1. BUSINESS

## THE COMPANY

Campbell Soup Company, together with its consolidated subsidiaries, is a leading manufacturer and marketer of high quality, branded convenience food products. Campbell was incorporated as a business corporation under the laws of New Jersey on November 23, 1922; however, through predecessor organizations, its beginnings in the food business can be traced back to 1869.

During 1995, the company acquired Pace Foods, the world's leading producer and marketer of Mexican sauces; Fresh Start Bakeries, Inc., a food service baking company with operations in the U.S., Europe and South America; and Stratford-upon-Avon Foods, a canned vegetable and fruit company in England. The company also acquired additional shares in Arnotts Limited, Australia's leading biscuit manufacturer, boosting its share ownership to 65%.

## PRODUCTS

The company produces and sells a wide array of food products including canned foods such as soups, juices, gravies, pasta, meat and vegetables; frozen foods such as dinners, breakfasts, entrees, garlic breads and rolls, sandwiches, meat pies, seafood, vegetables, pastries and cakes; pickles, olives, peppers and relishes; fresh bread and rolls; croutons and stuffing; cookies, crackers and snacks; dry soups; refrigerated foods such as salads, antipasto, salad dressings, cheese spreads and dips, sauces, desserts and entrees; vinegar, vegetable oils, mayonnaise and mustard; beverage and dessert mixes; sauces, including salsa, picante, pasta and barbecue sauces; nuts; pates; chocolates and other confectionery items; bubble gum; fish; poultry; and fresh mushrooms. The company's food products are for the most part prepared from confidential recipes developed in its kitchens and research laboratories. To assure wholesome, attractive and uniform products, high standards of quality are maintained by a rigorous system of quality assurance.

In the United States, sales solicitation activities are conducted by the company's own sales force and through broker and distributor arrangements. No material part of the business is dependent upon a single customer. Shipments are made promptly by the company after receipt and acceptance of orders.

## TRADEMARKS

The company markets its food products under a number of significant trademarks. The company considers such trademarks, taken as a whole, to be of material importance to its business and, consequently, aggressively seeks to protect its rights in them. In the United States, these include: Campbell's, M'm! M'm! Good!, Pepperidge Farm, Godiva, Vlasic, Swanson, Pace, Mrs. Paul's, V8, Franco-American, Prego, SpaghettiOs, Marie's, Open Pit, Healthy Request, Home Cookin', Goldfish, Hungry-Man, Mac & More, Lunch and More, Great Starts, and others.

Trademarks used outside the United States include: Delacre, Arnott's, Swift, Habitant, Lacroix, Fray Bentos, Kohi, Exeter, Plate, Ace, La Patrona, MacFarms, La Main Bleue, Royal Mail, Candy Man, Tubble Gum, Roll Up, Beeck, Kattus, Probare, Granny's, Devos-Lemmens, Imperial, Kwatta, Lutti, Leo and others.

The company's trademarks also include federally registered depictions of certain characters and designs such as the "Campbell Kids", the "Campbell's" condensed soup can label, the "Vlasic" stork, the "Godiva" Gold Ballotin box, the "Goldfish" cracker shape, the "Pace" salsa and picante sauce jar shape, and others.

Although the company owns a number of valuable patents, its business is not dependent upon any single patent or any group of related patents.

#### COMPETITION

The company experiences vigorous competition for sales of all its principal products in its major markets from numerous competitors of varying sizes. The principal areas of competition are quality, price, advertising, promotion, and service. The company is the largest manufacturer in the United States of condensed and ready-to-serve soups, vegetable juice, tomato juice, pickles, Mexican sauces, and canned poultry; and has a strong position in the canned beans, canned gravies, canned pasta products, pasta sauces, frozen breakfasts and frozen prepared dinners segments.

#### INGREDIENTS

Most ingredients required for the manufacture of the company's food products are purchased from others, except for mushrooms, poultry and beef. Swift-Armour Sociedad Anonima Argentina, an Argentine corporation and a wholly-owned subsidiary, has been the principal supplier of cooked beef to the company.

In general, satisfactory sources of supply of ingredients are available. Ingredient inventories are at a peak during the late fall and decline during the winter and spring. Since many ingredients of suitable quality are available in sufficient quantities only at certain seasons, the company makes heavy purchases of such ingredients during their respective seasons. As a result of factors not within the company's control, the prices of ingredients fluctuate significantly from time to time.

#### WORKING CAPITAL

Information relating to the company's cash and other working capital items is set forth in Part II of this Report on pages F-2 through F-7 in the section entitled "Management's Discussion and Analysis of Results of Operations and Financial Condition".

## RESEARCH AND DEVELOPMENT

During the last three fiscal years, the company's expenditures on research activities relating to new products and the improvement of existing products were approximately \$88 million in 1995, \$78 million in 1994, and \$69 million in 1993. The company conducts this research at the Campbell Institute for Research and Technology at the company's headquarters in Camden, New Jersey, and in other locations in the United States and foreign countries.

## ENVIRONMENTAL MATTERS

The company has programs for the operation and design of its facilities which meet or exceed applicable environmental rules and regulations. The company's expenditures for capital improvements during fiscal 1995 were approximately \$391 million, of which, according to company estimates, approximately \$7.2 million was for compliance with environmental laws and regulations in the United States. The company further estimates that approximately \$6.0 million of the capital expenditures anticipated during fiscal 1996 will be for compliance with such environmental laws and regulations. The company believes that continued compliance with existing environmental laws and regulations will not have a material effect on capital expenditures, earnings or the competitive position of the company.

## EMPLOYEES

At July 30, 1995, there were 43,781 persons employed by the company.

## FOREIGN OPERATIONS

Information with respect to the revenue, operating profitability and identifiable assets attributable to the company's foreign operations is set forth in Part II of this Report on page F-16 in the section of the Notes to Consolidated Financial Statements entitled "Geographic Area Information".

## FINANCIAL INFORMATION

Information with respect to the revenue, operating profit and identifiable assets for the company's only industry segment is set forth in Part II hereof on page F-16 in the section of the Notes to Consolidated Financial Statements entitled "Geographic Area Information".

## ITEM 2. PROPERTIES AT JULY 30, 1995

The company's principal manufacturing and processing operations in the United States are located in Arkansas (frozen foods; ingredients), California (heat processed; dried and frozen foods; condiments; bakery; mushrooms; ingredients), Connecticut (bakery), Delaware (condiments), Florida (bakery; biscuit), Georgia (dry and heat processed foods; ingredients; mushrooms), Hawaii (nuts; bakery), Illinois (bakery; mushrooms), Kansas (bakery), Michigan (condiments; heat processed foods;

mushrooms), Nebraska (frozen foods; ingredients), New Jersey (ingredients), North Carolina (heat processed foods), Ohio (heat processed; biscuit), Pennsylvania (confectionery; biscuit; bakery; mushrooms), South Carolina (bakery), Texas (heat processed foods; ingredients), Utah (biscuit; bakery; frozen foods) and Wisconsin (ingredients; condiments).

Outside the U.S., the company has manufacturing and distribution facilities in Argentina (meat products; heat processed and chilled foods), Australia (biscuit; heat processed foods; juices; mushrooms), Belgium (confectionery; biscuit; heat processed foods), Brazil (bakery), Canada (heat processed and frozen foods), Chile (bakery), England (heat processed and frozen foods), France (confectionery; biscuit; heat processed foods), Germany (refrigerated and heat processed foods; bakery; distribution), Hong Kong (distribution), Japan (distribution), Mexico (ingredients; heat processed and frozen foods; distribution), the Netherlands (confectionery; frozen foods; biscuit; distribution), New Zealand (biscuit; distribution), Papua New Guinea (biscuit) and Scotland (frozen foods).

The company also operates 126 retail confectionery shops in the United States, Canada and Europe; 88 retail bakery thrift stores in the United States; 1 mail order facility; and other plants and facilities at various locations in the United States and abroad.

The company's manufacturing and processing plants are efficient and well maintained. In the design of plant facilities, particular emphasis is placed on quality assurance in the finished products, safety in the operations, and avoidance or abatement of pollution. The company maintains its own engineering staff, which monitors these facilities with a view toward continuously upgrading and modernizing their design and construction.

#### ITEM 3. LEGAL PROCEEDINGS

In management's opinion, there are no pending claims or litigation, the outcome of which would have a material effect on the consolidated financial position of the company. Campbell has received a notice of violation from the United States Environmental Protection Agency relating to certain air emission permits at its Sacramento, CA facility. Campbell is disputing the alleged violations. The company has been named as a potentially responsible party in a number of proceedings brought under the Comprehensive Environmental Response, Compensation and Liability Act, commonly known as Superfund. The ultimate impact of these environmental proceedings cannot be predicted at this time due to the large number of other potentially responsible parties and the speculative nature of clean-up cost estimates, but it is not expected to be material either individually or in the aggregate.

#### ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

None.

## EXECUTIVE OFFICERS OF CAMPBELL AT OCTOBER 2, 1995

The following list of executive officers as of October 2, 1995, is included herein as an item in Part I of this Form 10-K:

Name -----	Present Title -----	Age ---	Date First Elected Officer -----
David W. Johnson . . . . .	Chairman, President and Chief Executive Officer.	63	1990
John M. Coleman . . . . .	Senior Vice President - Law and Public Affairs.	45	1989
James R. Kirk . . . . .	Senior Vice President - Research & Development and Quality Assurance. President - Campbell Institute for Research and Technology.	53	1983
Robert Subin . . . . .	Senior Vice President - Finance.	57	1988
Frank E. Weise, III . . . . .	Senior Vice President. President - Bakery & Confectionery.	51	1992
Robert F. Bernstock . . . . .	Vice President. President - International Grocery.	44	1990
Francis A. DuVernois . . . . .	Vice President. Vice President - Global Operations.	62	1988
Brenda E. Edgerton . . . . .	Vice President - Finance, U.S. Soup.	46	1989
Ronald E. Elmquist . . . . .	Vice President. President - Global Food Service.	49	1994
John L. Forbis . . . . .	Vice President - Strategic Planning and Corporate Development.	53	1994
Leo J. Greaney . . . . .	Vice President - Controller.	61	1989
Ralph A. Harris . . . . .	Vice President - Corporate Development.	49	1990

## EXECUTIVE OFFICERS OF CAMPBELL AT OCTOBER 2, 1995

Name	Present Title	Age	Date First Elected Officer
Gerald S. Lord	Vice President - Treasurer.	49	1993
Kathleen MacDonnell	Vice President. President - Frozen Foods Group.	47	1990
Dale F. Morrison	Vice President. President - Pepperidge Farm North America.	46	1995
Daniel J. O'Neill	Vice President. President - Campbell Sales Company.	43	1995
Alfred Poe	Vice President. President - Meal Enhancement Group.	46	1991
J. Neil Stalter	Vice President - Public Affairs.	57	1991
F. Martin Thrasher	Vice President. President - U.S. Soup.	44	1992
Edward F. Walsh	Vice President - Human Resources.	54	1993

Each of the above-named officers has been employed by the company in an executive or managerial capacity for at least five years, except Frank E. Weise, III, Ronald E. Elmquist, John L. Forbis, Dale F. Morrison, Daniel J. O'Neill, Alfred Poe, J. Neil Stalter and Edward F. Walsh. Frank E. Weise, III served as Comptroller (chief financial officer), Food and Beverage Sector, of The Procter & Gamble Company prior to joining Campbell in 1992. Ronald E. Elmquist served as Chairman and Chief Executive Officer of White Swan, Inc. prior to joining Campbell in 1994. John L. Forbis was a partner at Arthur D. Little prior to joining Campbell in 1994. Dale F. Morrison served as President, Frito Lay North America (1993-1995), and headed PepsiCo, Inc. businesses in the United Kingdom (1990-1993) prior to joining Campbell in 1995. Daniel J. O'Neill served as Vice President - Group Managing Director, Europe (1993-1994), Vice President - Group Business Manager, North America (1992-1993) and Vice President U.S. Consumer Products, Homecare (1990-1992) of S.C. Johnson prior to joining Campbell in 1994. Alfred Poe served as Vice President - Sales (1991) and Vice President - Brands (1988-1991) of M&M/Mars prior to joining Campbell in 1991. J. Neil Stalter served as Vice President - Corporate Communications of Eastman Kodak Company prior to joining Campbell in 1991. Prior to joining Campbell in 1993, Edward F. Walsh served as Senior Vice President - Administration of Nutri-System, Inc. (1990-1993).

There is no family relationship between any of the above named officers or between any such officer and any director of Campbell. Each officer of Campbell is elected at the meeting of the Board of Directors next following the Annual Meeting of Shareowners to serve one year or until his or her successor is elected and qualified.

## PART II

### ITEM 5. MARKET FOR THE REGISTRANT'S COMMON STOCK AND RELATED SHAREOWNER MATTERS

Campbell's Capital Stock is listed on the New York and Philadelphia Stock Exchanges, The Stock Exchange-London and the Swiss Stock Exchanges. On September 18, 1995, there were 30,748 holders of record of Campbell's Capital Stock. The market price and dividend information with respect to Campbell's Capital Stock are set forth on page F-26 of this Report in the section of the Notes to Consolidated Financial Statements entitled "Quarterly Data (unaudited)". Future dividends will be dependent upon future earnings, financial requirements and other factors.

### ITEM 6. SELECTED FINANCIAL DATA

The information called for by this Item is set forth on page F-1 of this Report. Such information should be read in conjunction with the Consolidated Financial Statements and Notes thereto of the company included in Item 8 of this Report.

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

Management's Discussion and Analysis of Results of Operations and Financial Condition is presented on pages F-2 through F-7 of this Report.

### ITEM 8. FINANCIAL STATEMENTS

The information called for by this Item is contained in a separate section of this Report. See the Index to Financial Statements on page F-8 of the Report.

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

None.

## PART III

## ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The sections entitled "Election of Directors" and "Compliance with Section 16 of the Exchange Act" set forth on pages 1 through 3 and page 27 of Campbell's Notice of Annual Meeting and Proxy Statement dated October 6, 1995 (the "1995 Proxy Statement") are incorporated herein by reference.

The information required by this Item relating to the executive officers of Campbell is set forth in Part I of this Report on pages 6 through 8 under the heading "Executive Officers of Campbell at October 2, 1995".

## ITEM 11. EXECUTIVE COMPENSATION

The information set forth on pages 9 through 14 of the 1995 Proxy Statement in the section entitled "Compensation of Executive Officers" is incorporated herein by reference.

## ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The information required by this Item is set forth at pages 4 and 5 and pages 26 and 27 of the 1995 Proxy Statement in the sections entitled "Election of Directors" and "Security Ownership of Certain Beneficial Owners" and is incorporated herein by reference.

## ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

None.

## PART IV

## ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K

## (a) 1. All Financial Statements

The Index of Financial Statements is included on page F-8 of this Report.

## 2. Financial Statement Schedules

None.

## 3. Exhibits

NO.	DESCRIPTION
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2	Campbell Soup Company's Form 8-K, reporting the purchase on January 30, 1995, of the assets and business of Pace Foods Ltd, was filed with the Securities and Exchange Commission on February 9, 1995, and is incorporated herein by reference.
3(a)	Campbell's Restated Certificate of Incorporation as amended through November 21, 1991, was filed with the Securities and Exchange Commission ("SEC") with Campbell's Form 10-K for the fiscal year ended August 2, 1992, and is incorporated herein by reference.
3(b)	Campbell's By-Laws, effective as of June 1, 1995.
4	There is no instrument with respect to long-term debt of the company that involves indebtedness or securities authorized thereunder exceeding 10 percent of the total assets of the company and its subsidiaries on a consolidated basis. The company agrees to file a copy of any instrument or agreement defining the rights of holders of long-term debt of the company upon request of the Securities and Exchange Commission.
9	Major Stockholders' Voting Trust Agreement dated June 2, 1990, as amended, was filed with the SEC by the Trustees of the Major Stockholders' Voting Trust as Exhibit A to Schedule 13D dated June 5, 1990, and is incorporated herein by reference.
10(a)	Campbell Soup Company 1984 Long-Term Incentive Plan, as amended on November 17, 1994.*
10(b)	Campbell Soup Company 1994 Long-Term Incentive Plan was filed with the SEC with Campbell's 1994 Proxy Statement and is incorporated herein by reference.*
10(c)	Campbell Soup Company Management Worldwide Incentive Plan, as amended on November 17, 1994, was filed with the SEC with Campbell's 1994 Proxy Statement and is incorporated herein by reference.*

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3. Exhibits (Cont'd.)

NO.	DESCRIPTION
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10(d)	Retirement Benefit Plan for Directors, effective December 1, 1991, was filed with the SEC with Campbell's 10-K for the fiscal year ended August 2, 1992, and is incorporated herein by reference.*
10(e)	Supplemental Retirement Benefit Program, as amended on June 24, 1993.*
10(f)	Personal Choice, A Flexible Reimbursement Program for Campbell Soup Company Executives, effective August 1, 1994.*
10(g)	Supplemental Savings Plan, as amended on May 25, 1995.*
10(h)	Employment Agreement dated January 2, 1990, with David W. Johnson, President and Chief Executive Officer, was filed with the SEC with Campbell's Form 10-K for the fiscal year ended July 29, 1990, and is incorporated herein by reference.*
10(i)	Severance Protection Agreement dated May 18, 1990, with John M. Coleman, Senior Vice President - Law and Public Affairs, was filed with the SEC with Campbell's Form 10-K for the fiscal year ended August 2, 1992, and is incorporated herein by reference. Agreements with eight (8) other Executive Officers are in all material respects the same as that with Mr. John M. Coleman.*
10(j)	Special incentive arrangements for the Chairman, President and Chief Executive Officer, approved by the Board in fiscal 1994, under which he can earn from \$0 to \$5 million in addition to his other compensation if specified aggressive sales goals are achieved for certain businesses in fiscal 1996.*
21	Subsidiaries of Campbell.
23	Consent of Independent Accountants.
24(a)	Power of Attorney.
24(b)	Certified copy of the resolution of Campbell's Board of Directors authorizing signatures pursuant to a power of attorney.
27	Financial Data Schedule

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\* A management contract, compensatory plan or arrangement required to be filed by Item 14(c) of this Report.

(b) Reports on Form 8-K  
There were no reports on Form 8-K filed by Campbell during the fourth quarter of fiscal 1995.

## SIGNATURES

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

Date: October 6, 1995

CAMPBELL SOUP COMPANY

By: /s/ Robert Subin

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Robert Subin  
Senior Vice President - Finance

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

Date: October 6, 1995

(a) /s/ David W. Johnson

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David W. Johnson  
Chairman, President and Chief  
Executive Officer  
(Principal executive officer)

(b) /s/ Leo J. Greaney

-----  
Leo J. Greaney  
Vice President - Controller  
(Principal financial and  
accounting officer)

(c) Directors

/s/ David W. Johnson

-----  
David W. Johnson  
and:

Alva A. App  
Robert A. Beck  
Edmund M. Carpenter  
Bennett Dorrance, Vice Chairman  
Thomas W. Field, Jr.  
David K. P. Li  
Philip E. Lippincott

Mary Alice Malone  
Charles H. Mott  
Ralph A. Pfeiffer, Jr.  
George M. Sherman  
Donald M. Stewart  
George Strawbridge, Jr.  
Robert J. Vlasic  
Charlotte C. Weber

By: /s/ John J. Furey

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John J. Furey, Corporate Secretary  
as Attorney-in-Fact

## ITEM 6. SELECTED FINANCIAL DATA

Campbell Soup Company  
ELEVEN-YEAR REVIEW - CONSOLIDATED  
(millions, except per share amounts)

Fiscal Year	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985
	(a)			(b)				(c)		(d)	
<b>SUMMARY OF OPERATIONS</b>											
Net sales	\$7,278	\$6,690	\$6,586	\$6,263	\$6,204	\$6,206	\$5,672	\$4,869	\$4,490	\$4,287	\$3,917
Earnings before interest and taxes	1,147	1,027	594	886	758	273	162	409	440	416	366
Earnings before taxes	1,042	963	520	799	667	179	107	389	418	387	334
Earnings before cumulative effect of accounting changes	698	630	257	491	402	4	13	242	247	223	198
Net earnings	698	630	8	491	402	4	13	274	247	223	198
Percent of sales	9.6%	9.4%	.1%	7.8%	6.5%	.1%	.2%	5.6%	5.5%	5.2%	5.1%
Return on average shareowners' equity	31.3%	34.1%	.4%	25.7%	23.0%	.3%	.7%	15.1%	15.1%	15.3%	15.0%
Cash margin (f)	20.0%	19.5%	18.6%	17.6%	15.6%	13.2%	12.8%	13.3%	13.2%	12.7%	12.6%
<b>FINANCIAL POSITION</b>											
Operating working capital (g)	\$ 456	\$ 599	\$ 614	\$ 586	\$ 660	\$ 819	\$ 799	\$ 660	\$ 838	\$ 798	\$ 692
Plant assets - net	2,584	2,401	2,265	1,966	1,790	1,718	1,541	1,509	1,349	1,168	1,028
Total assets	6,315	4,992	4,898	4,354	4,149	4,116	3,932	3,610	3,097	2,763	2,438
Total debt	1,722	994	1,131	987	1,055	1,008	901	540	474	451	389
Shareowners' equity	2,468	1,989	1,704	2,028	1,793	1,692	1,778	1,895	1,736	1,539	1,383
<b>PER SHARE DATA</b>											
Earnings before cumulative effect of accounting changes	\$ 2.80	\$ 2.51	\$ 1.02	\$ 1.95	\$ 1.58	\$ .02	\$ .05	\$ .93	\$ .95	\$ .86	\$ .77
Net earnings	2.80	2.51	.03	1.95	1.58	.02	.05	1.06	.95	.86	.77
Dividends declared	1.21	1.09	.915	.71	.56	.49	.45	.41	.35	.33	.31
Shareowners' equity	9.90	7.93	6.76	8.06	7.06	6.53	6.88	7.32	6.68	5.94	5.35
<b>OTHER STATISTICS</b>											
Salaries, wages, pensions, etc.	\$1,626	\$1,460	\$1,371	\$1,400	\$1,401	\$1,423	\$1,334	\$1,223	\$1,137	\$1,061	\$ 950
Capital expenditures	391	421	371	362	371	397	302	262	328	251	213
Number of shareowners (in thousands)	43	43	43	41	38	43	44	43	41	51(e)	50(e)
Weighted average shares outstanding	249	251	252	252	254	259	259	259	260	259	258

(a) 1993 includes pre-tax divestiture and restructuring charges of \$353 million; \$300 million after taxes or \$1.19 per share. 1993 also includes the cumulative effect of changes in accounting of \$249 million or \$.99 per share.

(b) 1990 includes pre-tax divestiture and restructuring charges of \$339 million; \$302 million after taxes or \$1.16 per share.

(c) 1989 includes pre-tax restructuring charges of \$343 million; \$261 million after taxes or \$1.01 per share.

(d) 1988 includes pre-tax restructuring charges of \$41 million; \$29 million after taxes or 12 cents per share. 1988 also includes the cumulative effect of a change in accounting for income taxes of \$32 million or 13 cents per share.

(e) Includes employees under the Employee Stock Ownership Plan terminated in 1987.

(f) Cash margin equals earnings before interest and taxes plus translation, depreciation, amortization, minority interest expense and divestiture and restructuring charges divided by net sales.

(g) Operating working capital equals current assets minus current liabilities (excluding notes payable, dividend payable and divestiture and restructuring reserves).

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

RESULTS OF OPERATIONS

OVERVIEW

Net sales rose 9% to \$7.28 billion compared to \$6.69 billion in the prior year, with strategic acquisitions contributing a third of the company's sales growth. Net earnings climbed 11% to \$698 million versus \$630 million last year. Earnings per share were \$2.80, after \$.08 dilution from acquisitions, up 12% over \$2.51 for the previous year.

All three operating divisions - U.S.A., Bakery & Confectionery and International Grocery delivered record-breaking sales and earnings in 1995.

Global soup volume increased 2% as U.S. soup volume increased 1% and international soup volume increased 8%.

Cash generated from operations climbed 22% to a record \$1,185 million with a major contribution coming from reductions in working capital, particularly inventories which declined \$63 million.

1995 COMPARED TO 1994

RESULTS BY DIVISION

U.S.A. - Net sales increased 8% to \$4.3 billion in 1995 compared to \$3.96 billion last year, with acquisitions contributing 50% of the sales growth. Operating earnings rose 13% to \$885 million.

Soup volume increased 1%, with continued improvement throughout the year, led by "Home Cookin'" and "Healthy Request" soups and "Swanson" broths. "Swanson" frozen dinners and canned poultry achieved double-digit growth, and the new "Swanson Mac n' More" single-serving dishes won excellent consumer reception. New Vlasic "Sandwich Stackers" pickles and "Franco-American" pasta driven by new shapes also achieved double-digit volume growth. Pasta sauces, aided by the recently introduced "Barilla" brand, posted solid volume gains, as did "V8" vegetable juice and a wide range of Food Service products.

BAKERY & CONFECTIONERY - This division consists of Pepperidge Farm in the U.S., Arnotts Limited in Australia, Delacre and Lamy Lutti in Europe, and Godiva Chocolatier worldwide.

Net sales grew 8% in fiscal 1995 to \$1.63 billion, from \$1.51 billion last year. Operating earnings increased 8% to \$182 million, led by Pepperidge Farm and the confectionery businesses.

Pepperidge Farm cookies, frozen garlic bread and "Goldfish" crackers all achieved solid volume growth. The acquisition of Greenfield Healthy Foods gave impetus to Pepperidge Farm's initiatives in the rapidly growing market for fat-free cookies. Godiva Chocolatier reported double-digit volume growth in the U.S., Europe and Japan, and the Lamy Lutti confectionery business reported good gains in France.

INTERNATIONAL GROCERY - International Grocery consists of soup, sauces, juices and frozen businesses outside the U.S.

Net sales were \$1.41 billion in fiscal 1995, up 10% from \$1.28 billion last year. The Stratford-upon-Avon Foods acquisition in the United Kingdom contributed 30% of the sales growth. Operating earnings were \$135 million, 12% over the prior year. The devaluation of the Mexican peso reduced earnings by \$4 million for the year.

Soup volume outside the U.S. rose 8%, paced by continuing gains in Canada and Asia. The company's businesses in Argentina also achieved exceptional sales and earnings gains.

#### STATEMENTS OF EARNINGS

Gross margins improved .9 percentage points to 41.4% as a result of higher selling prices and manufacturing efficiencies.

Marketing and selling expenses remained relatively flat at 19.1% of sales versus 19.0% in 1994. Advertising expenses increased .2% of sales from last year due largely to the aggressive advertising strategy of Pace Foods and additional advertising support for Pepperidge Farm "Goldfish" Crackers and Vlasic "Sandwich Stackers".

Administrative expenses increased .1% of sales from 1994 due mainly to higher management incentive plan costs.

Research and development increased 13% due to new product development activities.

Other expense increased 54% due principally to amortization of intangibles associated with acquisitions.

Interest expense increased 55% as a result of financing costs associated with acquisitions.

The effective tax rate declined to 33% from 34.6% reflecting the benefit of tax planning strategies and utilization of tax loss carryforwards.

Net margins increased to 9.6%, the highest level since the company went public in 1954.

## RESULTS BY DIVISION

U.S.A. - Operating earnings for U.S.A. were \$783 million in 1994 compared to \$780 million in 1993, before 1993 special charges of \$175 million. Net sales were \$3.96 billion in 1994, 3% below 1993.

These results reflect decisions by the U.S. Soup unit to level production and ship to customer demand. "Swanson" dinners, "Great Starts" breakfasts and "Prego" spaghetti sauces achieved solid volume growth. Food Service products continued rapid growth led by frozen entrees and custom packed products for quick-service restaurants.

BAKERY & CONFECTIONERY - Operating earnings rose 47% to \$169 million in 1994 from \$115 million in 1993 before special charges of \$5 million. The division achieved net sales of \$1.5 billion, a 19% increase. This performance reflects a full year of results for Arnotts in Australia, which was acquired in the third quarter of 1993, a turnaround at Delacre in Europe and a strong performance by Campbell's confectionery business. Excluding the effect of the additional investment in Arnotts, earnings increased 28% and sales were flat.

Pepperidge Farm's frozen pastry products and garlic breads achieved solid volume gains. At Arnotts, volume gains were strong in the chocolate category and flavored snacks. Sales at Delacre were down due to the lingering effects of recession in Europe, but earnings were up significantly on lower manufacturing costs.

INTERNATIONAL GROCERY - Operating earnings increased 18% to \$120 million in 1994, from \$102 million in 1993 before special charges of \$173 million. Operating earnings improvements were achieved in all International Grocery locations with the United Kingdom, Argentina and Mexico turning in strong performances.

Net sales were \$1.28 billion in 1994, a 2% decline from \$1.31 billion in 1993. Net sales before divestitures and currency fluctuations increased 6.5%. Soup in the United Kingdom, Mexico, Australia and Hong Kong achieved very strong volume growth. Sales in the United Kingdom also benefited from the 1993 acquisition of "Fray Bentos".

## STATEMENTS OF EARNINGS

Gross margins improved 1.7 points to 40.5% as a result of higher selling prices.

Marketing and selling expenses increased to 19.0% of sales from 18.3% in 1993. Growth in marketing spending was substantially less than in prior years as a result of company efforts to refocus trade promotional activities on the consumer and better match shipments to consumption. Advertising was even with 1993.

Administrative expenses declined to 4.4% of sales from 4.6% a year ago, due principally to lower management incentive plan expenses and cost controls.

Research and development increased 13% due to new product development and the opening of a new research and test facility in Camden, New Jersey.

Other expense increased \$13 million because of minority owners' share of Arnotts' earnings for the full year in 1994 versus five months in 1993.

Interest expense decreased 11% principally as a result of a decline in the company's average effective interest rate to 7.6%.

The effective tax rate declined to 34.6% from 50.5% in 1993. The higher rate in 1993 reflected non-deductible divestiture and restructuring charges.

#### SPECIAL CHARGES

On January 28, 1993, the company's Board of Directors approved a divestiture and restructuring program which specifically identified six manufacturing plants to be closed and fourteen businesses to be sold. This action was taken to consolidate high cost, underutilized plants into more cost effective locations; and to prune out low return, non-strategic businesses which were detracting from the company's earnings and returns and were requiring an inordinate amount of management's time and attention.

At the time of the Board's approval, charges of \$353 million, \$300 million after tax or \$1.19 per share, were recorded for the estimated loss on disposition of plant assets, cost of closing each plant and loss on each business divestiture. Of the total charge of \$353 million, non-cash charges of \$275 million represent the excess of net book value of plants to be closed and businesses to be sold over the estimated sales proceeds. The balance of the charges represents cash outflows of \$78 million which occurred or are expected to occur as follows: 1993 and 1994 - \$38 million, 1995 - \$22 million, and 1996 - \$18 million. The remaining reserve balance at July 30, 1995 is \$96 million. The company plans to complete the program in 1996.

The businesses to be divested represent approximately \$340 million in annual sales. The entire program anticipates an annual improvement in net earnings of \$28 million when fully implemented. This total includes savings after tax of \$19 million from direct labor and plant overhead reductions and \$6 million in non-cash savings principally from reductions in depreciation and amortization. Cash outflows do not adversely affect the company's liquidity. See Note 5 to the Consolidated Financial Statements for further discussion of divestiture and restructuring charges.

Effective August 3, 1992, the company adopted Statements of Financial Accounting Standards No. 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions," No. 109, "Accounting for Income Taxes," and No. 112, "Employers' Accounting for Postemployment Benefits". The after-tax effect of these accounting changes was a "one-time" charge to 1993 earnings of \$249 million or \$.99 per share. These accounting changes are more fully described in Note 2 to the Consolidated Financial Statements.

## LIQUIDITY AND CAPITAL RESOURCES

Increasingly strong cash flows, a strong balance sheet and an "AA" credit rating demonstrate the company's continued superior financial strength.

CASH FLOWS FROM OPERATING ACTIVITIES provided \$1,185 million in 1995, an increase of \$217 million or 22% over 1994. Over the last three years, operating cash flow totaled \$2.8 billion. This strong cash generating capability provides the company substantial financial flexibility in meeting operating and investing objectives.

CAPITAL EXPENDITURES were \$391 million in 1995, down \$30 million from the prior year as the company completed several cost saving and restructuring programs in the prior year. Construction of a new \$150 million world-class manufacturing facility by Arnotts began in the third quarter of 1995 with completion planned for 1997. Capital expenditures are projected to reach \$450 million in 1996.

ACQUISITIONS in 1995 totaled \$1.26 billion and included Pace Foods, the world's leading producer and marketer of Mexican sauces; Fresh Start Bakeries, a food service baking concern with operations in the U.S., Europe and South America; Stratford-upon-Avon Foods, a canned fruit and vegetable company in England; and Greenfield Foods, a U.S. baking operation specializing in low-fat cakes and cookies. The company also acquired additional shares in Arnotts Limited boosting its share ownership in this Australian public company to 65%. The company is the "ultimate holding company" of Arnotts under Australian Corporations Law.

These acquisitions were funded through cash generated from operations and short and long-term borrowings of different maturities and interest rates.

LONG-TERM DEBT increased due to issuance of \$300 million of notes bearing an interest rate of 7.75% with a maturity in fiscal 1997. This debt issuance replaced a portion of the short-term borrowings that financed 1995 acquisitions.

SHORT-TERM BORROWINGS increased \$431 million in 1995 to assist in meeting the financing requirements of the company's acquisitions.

The company has ample financial resources, including unused lines of credit totaling \$722 million and has ready access to financial markets around the world. The pre-tax interest coverage ratio was 9.4 for 1995 compared to 12.2 for 1994 reflecting the increase in debt relating to the acquisition program.

DIVIDEND payments increased \$29 million or 11% to \$295 million in 1995, compared to \$266 million in 1994. Dividends declared in 1995 totaled \$1.21 per share, up from \$1.09 per share in 1994. The 1995 fourth quarter rate was 31 cents.

COMMON STOCK REPURCHASES for the treasury totaled 500 thousand shares at a cost of \$24 million during 1995, compared to repurchases of 4 million shares at a cost of \$145 million in the same period for 1994.

TOTAL ASSETS increased 27% to a record \$6.3 billion during 1995. Intangible assets increased \$1.1 billion due to acquisitions and plant assets increased \$183 million due to acquisitions and capital expenditures.

TOTAL LIABILITIES increased \$844 million or 28% with total borrowings increasing \$728 million in order to fund the acquisition program.

#### INFLATION

Inflation during recent years has not had a significant effect on the company. The company mitigates the effects of inflation by increasing selling prices where appropriate and aggressively pursuing an ongoing cost-improvement effort which includes capital investments in more efficient plants and equipment and low cost business systems. The divestiture and restructuring programs instituted since 1988 have significantly improved the company's overall productivity with sales per employee increasing 64% from \$101 thousand to \$166 thousand.

## INDEX TO FINANCIAL STATEMENTS

## Financial Statements

Report of Independent Accountants	F-9
Consolidated Statements of Earnings for 1995, 1994 and 1993	F-10
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Consolidated Statements of Cash Flows for 1995, 1994 and 1993	F-12
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Changes in Number of Shares	F-14
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Notes to Consolidated Financial Statements	F-15 to F-26

## REPORT OF INDEPENDENT ACCOUNTANTS

To the Shareowners and Directors  
of Campbell Soup Company

In our opinion, the consolidated financial statements listed in the accompanying index present fairly, in all material respects, the financial position of Campbell Soup Company and its subsidiaries at July 30, 1995 and July 31, 1994, and results of their operations and their cash flows for each of the three years in the period ended July 30, 1995 in conformity with generally accepted accounting principles. These financial statements are the responsibility of the company's management; our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with generally accepted auditing standards which 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, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for the opinion expressed above.

As discussed in Note 2, the company changed its methods of accounting for income taxes, postretirement benefits and postemployment benefits in 1993.

PRICE WATERHOUSE LLP

Thirty South Seventeenth Street  
Philadelphia, Pennsylvania 19103  
September 6, 1995

22  
 Campbell Soup Company  
 CONSOLIDATED STATEMENTS OF EARNINGS  
 (millions, except per share amounts)

	1995	1994	1993
	----	----	-----
NET SALES	\$7,278	\$6,690	\$6,586
-----			
Costs and expenses			
Cost of products sold	4,264	3,978	4,028
Marketing and selling expenses	1,390	1,269	1,208
Administrative expenses	326	297	306
Research and development expenses	88	78	69
Other expense (Note 4)	63	41	28
Divestiture and restructuring charges (Note 5)	-	-	353
-----			
Total costs and expenses	6,131	5,663	5,992
-----			
EARNINGS BEFORE INTEREST AND TAXES	1,147	1,027	594
Interest expense (Note 6)	115	74	83
Interest income	10	10	9
-----			
Earnings before taxes	1,042	963	520
Taxes on earnings (Note 9)	344	333	263
-----			
Earnings before cumulative effect of accounting changes	698	630	257
Cumulative effect of accounting changes (Note 2)	-	-	249
-----			
NET EARNINGS	\$ 698	\$ 630	\$ 8
=====			
EARNINGS PER SHARE (NOTE 20)			
Before cumulative effect of accounting changes	\$ 2.80	\$ 2.51	\$1.02
Cumulative effect of accounting changes	-	-	.99
-----			
EARNINGS PER SHARE	\$ 2.80	\$ 2.51	\$ .03
=====			
Weighted average shares outstanding	249	251	252
=====			

The accompanying Summary of Significant Accounting Policies and Notes on pages F-15 to F-26 are an integral part of the financial statements.

23  
 Campbell Soup Company  
 CONSOLIDATED BALANCE SHEETS  
 (millions)

	July 30, 1995	July 31, 1994
<b>CURRENT ASSETS</b>		
Cash and cash equivalents (Note 10)	\$ 53	\$ 96
Accounts receivable (Note 11)	631	578
Inventories (Note 12)	755	786
Prepaid expenses (Note 13)	142	141
<b>Total current assets</b>	<b>1,581</b>	<b>1,601</b>
<b>PLANT ASSETS, NET OF DEPRECIATION (NOTE 14)</b>		
PLANT ASSETS, NET OF DEPRECIATION (NOTE 14)	2,584	2,401
INTANGIBLE ASSETS, NET OF AMORTIZATION (NOTE 15)	1,715	582
OTHER ASSETS (NOTE 16)	435	408
<b>Total assets</b>	<b>\$6,315</b>	<b>\$4,992</b>
<b>CURRENT LIABILITIES</b>		
Notes payable (Note 17)	\$ 865	\$ 434
Payable to suppliers and others	556	473
Accrued liabilities	545	570
Dividend payable	78	71
Accrued income taxes	120	117
<b>Total current liabilities</b>	<b>2,164</b>	<b>1,665</b>
<b>LONG-TERM DEBT (NOTE 17)</b>		
LONG-TERM DEBT (NOTE 17)	857	560
NONPENSION POSTRETIREMENT BENEFITS (NOTE 8)	434	402
OTHER LIABILITIES (NOTE 18)	392	376
<b>Total liabilities</b>	<b>3,847</b>	<b>3,003</b>
<b>SHAREOWNERS' EQUITY (NOTE 20)</b>		
Preferred stock; authorized 40 shares; none issued	-	-
Capital stock, \$.075 par value; authorized 280 shares; issued 271 shares	20	20
Capital surplus	165	155
Earnings retained in the business	2,755	2,359
Capital stock in treasury, 22 shares in 1995 and 23 shares in 1994, at cost	(550)	(559)
Cumulative translation adjustments	78	14
<b>Total shareowners' equity</b>	<b>2,468</b>	<b>1,989</b>
<b>Total liabilities and shareowners' equity</b>	<b>\$6,315</b>	<b>\$4,992</b>

The accompanying Summary of Significant Accounting Policies and Notes on pages F-15 to F-26 are an integral part of the financial statements.

Campbell Soup Company  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
(millions)

	1995 ----	1994 ----	1993 ----
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Net earnings	\$ 698	\$ 630	\$ 8
Non-cash charges to net earnings			
Accounting changes and divestiture and restructuring charges	-	-	602
Depreciation and amortization	294	255	242
Deferred income taxes	40	34	(48)
Other, net	48	46	41
Changes in working capital			
Accounts receivable	(18)	73	(73)
Inventories	63	18	(90)
Other current assets and liabilities	60	(88)	(30)
-----			
Net cash provided by operating activities	1,185	968	652
-----			
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Purchases of plant assets	(391)	(421)	(366)
Sales of plant assets	21	42	37
Businesses acquired	(1,255)	(14)	(262)
Sales of businesses	12	27	10
Net change in other assets and liabilities	(45)	(41)	(20)
-----			
Net cash used in investing activities	(1,658)	(407)	(601)
-----			
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>			
Long-term borrowings	312	115	2
Repayments of long-term borrowings	(29)	(117)	(223)
Short-term borrowings	1,087	(50)	445
Repayments of short-term borrowings	(662)	(87)	(98)
Dividends paid	(295)	(266)	(216)
Treasury stock purchases	(24)	(145)	(42)
Treasury stock issued	37	16	35
-----			
Net cash provided by (used in) financing activities	426	(534)	(97)
-----			
Effect of exchange rate changes on cash	4	6	(3)
<b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>	<b>(43)</b>	<b>33</b>	<b>(49)</b>
Cash and cash equivalents at beginning of year	96	63	112
-----			
<b>CASH AND CASH EQUIVALENTS AT END OF YEAR</b>	<b>\$ 53</b>	<b>\$ 96</b>	<b>\$ 63</b>
=====			

The accompanying Summary of Significant Accounting Policies and Notes on pages F-15 to F-26 are an integral part of the financial statements.

Campbell Soup Company  
CONSOLIDATED STATEMENTS OF SHAREOWNERS' EQUITY  
(millions)

	Preferred stock	Capital stock	Capital surplus	Earnings retained in the business	Capital stock in treasury	Cumulative translation adjustments	Total shareowners' equity
Balance at August 2, 1992	-	\$20	\$116	\$2,225	\$(402)	\$ 68	\$2,027
Net earnings				8			8
Dividends (\$.915 per share)				(231)			(231)
Treasury stock purchased					(42)		(42)
Treasury stock issued under Management incentive and Stock option plans			33		16		49
Translation adjustments						(107)	(107)
Balance at August 1, 1993	-	20	149	2,002	(428)	(39)	1,704
Net earnings				630			630
Dividends (\$1.09 per share)				(273)			(273)
Treasury stock purchased					(145)		(145)
Treasury stock issued under Management incentive and Stock option plans			6		14		20
Translation adjustments						53	53
Balance at July 31, 1994	-	20	155	2,359	(559)	14	1,989
NET EARNINGS				698			698
DIVIDENDS (\$1.21 PER SHARE)				(302)			(302)
TREASURY STOCK PURCHASED					(24)		(24)
TREASURY STOCK ISSUED UNDER MANAGEMENT INCENTIVE AND STOCK OPTION PLANS			10		33		43
TRANSLATION ADJUSTMENTS						64	64
BALANCE AT JULY 30, 1995	-	\$20	\$165	\$2,755	\$(550)	\$ 78	\$2,468

The accompanying Summary of Significant Accounting Policies and Notes on pages F-15 to F-26 are an integral part of the financial statements.

CHANGES IN NUMBER OF SHARES  
(thousands)

	Issued	Outstanding	In treasury
Balance at August 2, 1992	271,245	251,168	20,077
Treasury stock purchased		(1,104)	1,104
Treasury stock issued under Management incentive and Stock option plans		1,642	(1,642)
Balance at August 1, 1993	271,245	251,706	19,539
Treasury stock purchased		(3,989)	3,989
Treasury stock issued under Management incentive and Stock option plans		602	(602)
Balance at July 31, 1994	271,245	248,319	22,926
TREASURY STOCK PURCHASED		(506)	506
TREASURY STOCK ISSUED UNDER MANAGEMENT INCENTIVE AND STOCK OPTION PLANS		1,418	(1,418)
BALANCE AT JULY 30, 1995	271,245	249,231	22,014

The accompanying Summary of Significant Accounting Policies and Notes on pages F-15 to F-26 are an integral part of the financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
(MILLION DOLLARS)

## 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**CONSOLIDATION** - The consolidated financial statements include the accounts of the company and its majority-owned subsidiaries. Significant intercompany transactions are eliminated in consolidation. Investments of 20% or more in affiliates are accounted for by the equity method.

**FISCAL YEAR** - The company's fiscal year ends on the Sunday nearest July 31.

**CASH AND CASH EQUIVALENTS** - All highly liquid debt instruments purchased with a maturity of three months or less are classified as Cash equivalents.

**INVENTORIES** - Substantially all domestic inventories are priced at the lower of cost or market, with cost determined by the last-in, first-out (LIFO) method. Other inventories are priced at the lower of average cost or market.

**PLANT ASSETS** - Plant assets are stated at historical cost. Alterations and major overhauls which extend the lives or increase the capacity of plant assets are capitalized. The amounts for property disposals are removed from plant asset and accumulated depreciation accounts and any resultant gain or loss is included in earnings. Ordinary repairs and maintenance are charged to operating costs.

**DEPRECIATION** - Depreciation provided in costs and expenses is calculated using the straight-line method. Buildings and machinery and equipment are depreciated over periods not exceeding 45 years and 15 years, respectively. Accelerated methods of depreciation are used for income tax purposes in certain jurisdictions.

**INTANGIBLES** - Intangible assets consist principally of excess purchase price over net assets of businesses acquired. Intangibles are amortized on a straight-line basis over periods not exceeding 40 years.

**ASSET VALUATION** - The company periodically reviews the recoverability of plant assets and intangibles based principally on an analysis of cash flows.

**PENSION AND RETIREE BENEFIT PLANS** - Costs are accrued over employees' careers based on plan benefit formulas.

**INCOME TAXES** - Deferred taxes are provided in accordance with Statement of Financial Accounting Standards (FAS) No. 109.

## 2. ACCOUNTING CHANGES

In 1993, the company adopted Statements of Financial Accounting Standards No. 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions," No. 109, "Accounting for Income Taxes," and No. 112, "Employers' Accounting for Postemployment Benefits."

FAS No. 106 requires accrual of the cost of retiree health and life insurance benefits during the years that employees render service. These costs were previously expensed as claims were paid. The company elected to recognize the effect of the transition liability for past service costs by recording a one-time, non-cash charge against 1993 earnings of \$230 or \$.91 per share. The incremental annual charge decreased 1995 and 1994 earnings by \$.08 per share and 1993 earnings by \$.07 per share.

FAS No. 112 requires the company to account for postemployment benefits on the accrual basis. The cumulative effect of this change in accounting decreased 1993 net earnings by \$22 or \$.09 per share.

FAS No. 109 requires the company to recognize the benefit of certain deferred tax assets, increasing 1993 net earnings by \$3 or \$.01 per share.

## 3. GEOGRAPHIC AREA INFORMATION

The company is predominantly engaged in the manufacture and sale of prepared convenience foods. The following presents information about operations in different geographic areas:

	1995 ----	1994 ----	1993 ----
Net sales			
United States	\$5,012	\$4,639	\$4,743
Europe	1,143	1,041	1,050
Australia	549	507	256
Other countries	658	604	661
Adjustments and eliminations	(84)	(101)	(124)
	-----	-----	-----
Consolidated	\$7,278	\$6,690	\$6,586
	=====	=====	=====
	1995 ----	1994 ----	1993 ----
Earnings (loss) before taxes			
United States	\$ 957	\$ 854	\$ 715
Europe	74	64	(170)
Australia	81	81	48
Other countries	90	73	51
Unallocated corporate expenses	(55)	(45)	(50)
	-----	-----	-----
Earnings before interest and taxes	1,147	1,027	594
Interest, net	(105)	(64)	(74)
	-----	-----	-----
Consolidated	\$1,042	\$ 963	\$ 520
	=====	=====	=====

	1995	1994	1993
	----	-----	-----
Identifiable assets			
United States	\$4,171	\$2,992	\$2,961
Europe	814	724	669
Australia	773	732	691
Other countries	557	544	577
	-----	-----	-----
Consolidated	\$6,315	\$4,992	\$4,898
	=====	=====	=====

Transfers between geographic areas are recorded at cost plus markup or at market. 1993 divestiture and restructuring charges of \$353 were allocated to geographic areas as follows: United States - \$126, Europe - \$210 and Other - \$17.

#### 4. OTHER EXPENSE

	1995	1994	1993
	----	-----	-----
Stock price related incentive programs	\$20	\$12	\$13
Amortization of intangible and other assets	34	18	19
Minority interests	17	25	9
Other, net	(8)	(14)	(13)
	---	---	---
	\$63	\$41	\$28
	===	===	===

#### 5. DIVESTITURE AND RESTRUCTURING CHARGES

On January 28, 1993, the company's Board of Directors approved a divestiture and restructuring program which specifically identified six manufacturing plants to be closed and fourteen businesses to be sold. At the time of the Board's approval, charges of \$353 (\$300 after tax or \$1.19 per share) were recorded for the estimated loss on disposition of plant assets, cost of closing each plant and loss on each business divestiture.

Components of the original reserve and charges are as follows:

	Original Reserve	Charges	Balance 7/31/94	Charges	Balance 7/30/95
	-----	-----	-----	-----	-----
Loss on disposal of assets	\$275	\$(145)	\$130	\$(52)	\$78
Severance and benefits	52	(28)	24	(19)	5
Other	26	(10)	16	(3)	13
	----	-----	-----	-----	-----
Total	\$353	\$(183)	\$170	\$(74)	\$96
	=====	=====	=====	=====	=====
Current	\$153		\$170		\$96
Non-current	200		-		-
	----		----		----
Total	\$353		\$170		\$96
	=====		=====		=====

Five plant closings were completed and one plant was restructured. Ten businesses were divested through July 30, 1995. The company plans to complete the program in 1996.

In the second quarter of 1995, the Board of Directors approved the sale of two additional businesses not included in the original Board authorization. Based on current estimates, existing reserves are adequate to cover the cost of disposing of these businesses because one business included in the original program will not be sold.

#### 6. INTEREST EXPENSE

	1995	1994	1993
	----	----	----
Interest expense	\$123	\$85	\$96
Less: Interest capitalized	8	11	13
	----	----	----
	\$115	\$74	\$83
	=====	====	====

#### 7. ACQUISITIONS

During 1995, 1994 and 1993 the company made several acquisitions. These acquisitions were accounted for as purchase transactions, and operations of the acquired companies are included in the financial statements from the dates the acquisitions were consummated. The final allocation of the purchase price of 1995 acquisitions will be completed during 1996 when appraisals and other studies have been finalized. The preliminary allocation of the purchase price to assets acquired and liabilities assumed was based upon fair value estimates as follows:

	1995	1994	1993
	----	-----	-----
Working capital	\$ 19	\$ 1	\$ 1
Fixed assets	93	7	272
Intangibles, principally goodwill	1,150	6	131
Other assets	4	-	11
Other liabilities	(25)	-	(72)
Minority interest	14	-	(81)
	-----	-----	-----
	\$1,255	\$14	\$262
	=====	====	====

During 1995, the company acquired Pace Foods, the world's leading producer and marketer of Mexican sauces; Fresh Start Bakeries, a food service baking concern with operations in the U.S., Europe and South America; Stratford-upon-Avon Foods, a canned fruit and vegetable company in England; and Greenfield Foods, a U.S. baking operation specializing in low-fat cakes and cookies. The company also acquired additional shares in Arnotts Limited, Australia's leading biscuit manufacturer, boosting its share ownership to 65%.

The Pace Foods acquisition was consummated on January 30, 1995 and based on unaudited data, net sales for 1995 and 1994 would have increased \$127 and \$225, respectively, and net earnings would have decreased \$16 and \$31, respectively, had the acquisition occurred at the beginning of fiscal 1995 and 1994. Proforma financial information for the other acquisitions would not have a material effect on the company's net sales and earnings in fiscal 1995 and 1994.

Acquisitions in 1994 consisted of the Australian mushroom business, Dandy Mushrooms, and the Australian canned-meat business, "Fray Bentos".

31 During 1993, the company increased its ownership of Arnotts to 58% from 33% prior to fiscal 1993.

8. PENSION PLANS AND RETIREMENT BENEFITS

PENSION PLANS - Substantially all of the company's U.S. and certain non-U.S. employees are covered by noncontributory defined benefit pension plans. Plan benefits are generally based on years of service and employees' compensation during the last years of employment. Benefits are paid from funds previously provided to trustees and insurance companies or are paid directly by the company from general funds. Actuarial assumptions and provisions for funded plans are reviewed regularly by the company and its independent actuaries to ensure that plan assets will be adequate to provide pension and survivor benefits. Plan assets consist primarily of investments in common stock, fixed income securities, real estate and money market funds.

Pension expense included the following:

	1995	1994	1993
	----	----	-----
Benefits earned during the year	\$ 29	\$ 31	\$ 26
Interest cost	90	82	78
Net amortization and deferrals	59	(7)	38
Less: Return on plan assets	158	82	115
	----	----	-----
	20	24	27
Other pension expense	10	7	7
	-----	-----	-----
Consolidated pension expense	\$ 30	\$ 31	\$ 34
	=====	=====	=====
Weighted average rates for principal actuarial assumptions were:			
Discount rate	7.75%	8.25%	7.50%
Long-term rate of compensation increase	5.00%	5.50%	5.00%
Long-term rate of return on plan assets	9.25%	9.25%	9.25%

The funded status of the plans was as follows:

	JULY 30, 1995	July 31, 1994
	-----	-----
Actuarial present value of benefit obligations:		
Vested	\$(1,023)	\$ (909)
Non-vested	(42)	(44)
	-----	-----
Accumulated benefit obligation	(1,065)	(953)
Effect of projected future salary increases	(127)	(143)
	-----	-----
Projected benefit obligation	(1,192)	(1,096)
Plan assets at market value	1,269	1,171
	-----	-----
Plan assets in excess of projected benefit obligation	77	75
Unrecognized net loss	216	217
Unrecognized prior service cost	81	87
Unrecognized net assets at transition	(53)	(62)
	-----	-----
Prepaid pension expense	\$ 321	\$ 317
	=====	=====

Pension coverage for employees of certain non-U.S. subsidiaries are provided to the extent determined appropriate through their respective plans. Obligations under such plans are systematically provided for by depositing funds with trusts or under insurance contracts. The assets and obligations of these plans are not material.

SAVINGS PLANS - The company sponsors employee savings plans which cover substantially all U.S. employees. After one year of continuous service, the company generally matches 50% of employee contributions up to five percent of compensation. In fiscal 1995, 1994 and 1993, the company increased its contribution to 60% because earnings goals were achieved. Amounts charged to costs and expenses were \$14 in 1995 and 1994 and \$13 in 1993.

RETIREE BENEFITS - The company provides certain health care and life insurance benefits (postretirement benefits) to substantially all retired U.S. employees and their dependents. Employees who have 10 years of service after the age of 45 and retire from the company are eligible to participate in the postretirement benefit plans.

Postretirement benefit expense was comprised of the following:

	1995	1994	1993
	----	----	----
Benefits earned during the year	\$18	\$19	\$16
Interest cost	34	31	30
	---	---	---
Postretirement benefit expense	\$52	\$50	\$46
	===	===	===

Healthcare claims and death benefits paid totaled \$20 in 1995 and \$18 in 1994 and 1993.

	JULY 30, 1995	July 31, 1994
	-----	-----
Actuarial present value of benefit obligations:		
Retirees	\$276	\$285
Fully eligible active plan participants	68	81
Other active plan participants	92	93
	----	----
Accumulated benefit obligation	436	459
Unrecognized net gain (loss)	17	(38)
	----	----
Accrued postretirement benefit liability	\$453	\$421
	====	====

The discount rate used to determine the accumulated postretirement benefit obligation was 7.75% in 1995 and 8.25% in 1994. The assumed initial healthcare cost trend rate used to measure the accumulated postretirement benefit obligation was 10%, declining to 5.5% over a period of 10 years and continuing at 5.5% thereafter. A one-percentage-point change in the assumed healthcare cost trend rate would have changed the 1995 accumulated postretirement benefit obligation by \$46 and postretirement benefit expense by \$8.

Obligations related to non-U.S. postretirement benefit plans are not significant since these benefits are generally provided through government-sponsored plans.

Estimated postretirement benefits payable in fiscal 1996 of \$19 are included in "Accrued liabilities."

## 9. TAXES ON EARNINGS

The provision for income taxes consists of the following:

	1995	1994	1993
	----	----	----
Income taxes:			
Currently payable			
Federal	\$208	\$216	\$241
State	28	24	27
Non-U.S.	68	59	43
	-----	-----	-----
	304	299	311
	----	----	----
Deferred			
Federal	33	34	(39)
State	5	-	(1)
Non-U.S.	2	-	(8)
	-----	-----	-----
	40	34	(48)
	-----	-----	-----
	\$344	\$333	\$263
	=====	=====	=====
Earnings before income taxes and cumulative effect of accounting change:			
United States	\$ 840	\$622	\$614
Non-U.S.	202	341	(94)
	-----	-----	-----
	\$1,042	\$963	\$520
	=====	=====	=====

The deferred tax credit in 1993 resulted principally from charges for restructuring and other postretirement benefits.

The following is a reconciliation of effective income tax rates with the U.S. Federal statutory income tax rate:

	1995	1994	1993
	----	----	----
Federal statutory income tax rates	35.0%	35.0%	34.0%
State income taxes (net of Federal tax benefit)	2.1	2.4	2.6
Nondeductible divestiture and restructuring charges	-	-	14.3
Non-U.S. earnings taxed at other than Federal statutory rate	(.2)	(.2)	.4
Tax loss carryforwards	(3.0)	-	-
Other	(.9)	(2.6)	(.8)
	-----	-----	-----
Effective income tax rate	33.0%	34.6%	50.5%
	=====	=====	=====

Deferred tax liabilities and assets are comprised of the following:

	JULY 30, 1995	July 31, 1994
	-----	-----
Depreciation	\$178	\$200
Pensions	113	108
Other	123	87
	-----	-----
Deferred tax liabilities	414	395
	-----	-----
Restructuring accruals	53	88
Benefits and compensation	189	170
Tax loss carryforwards	52	91
Other	38	55
	-----	-----
Gross deferred tax assets	332	404
Deferred tax asset valuation allowance	(84)	(135)
	-----	-----
Net deferred tax assets	248	269
	-----	-----
Net deferred tax liability	\$166	\$126
	=====	=====

For income tax purposes, subsidiaries of the company have tax loss carryforwards of approximately \$154 of which \$6 relate to periods prior to acquisition of the subsidiaries by the company. Of these carryforwards, \$40 expire in 1999, \$32 expire through 2005 and \$82 may be carried forward indefinitely. The current statutory tax rates in these countries range from 30% to 40%.

Income taxes have not been accrued on undistributed earnings of non-U.S. subsidiaries of \$414 which are invested in operating assets and are not expected to be remitted. If remitted, tax credits are available to substantially reduce any additional taxes.

10. CASH AND CASH EQUIVALENTS

Cash and cash equivalents includes cash equivalents of \$36 at July 30, 1995 and \$32 at July 31, 1994.

11. ACCOUNTS RECEIVABLE

	1995	1994
	-----	-----
Customers	\$599	\$535
Allowances for cash discounts and bad debts	(30)	(29)
	-----	-----
	569	506
Other	62	72
	-----	-----
	\$631	\$578
	=====	=====

12. INVENTORIES

	1995	1994
	-----	-----
Raw materials, containers and supplies	\$317	\$368
Finished products	505	483
	-----	-----
	822	851
Less-Adjustment to LIFO basis	67	65
	-----	-----
	\$755	\$786
	=====	=====

Inventories for which the LIFO method of determining cost is used represented approximately 63% of consolidated inventories in 1995 and 70% in 1994.

## 13. PREPAID EXPENSES

	1995	1994
	----	----
Current prepaid pensions	\$ 21	\$ 19
Deferred taxes	69	85
Other	52	37
	----	----
	<u>\$142</u>	<u>\$141</u>
	=====	=====

## 14. PLANT ASSETS

	1995	1994
	----	----
Land	\$ 101	\$ 110
Buildings	1,182	1,092
Machinery and equipment	2,734	2,461
Projects in progress	237	185
	-----	-----
	4,254	3,848
Accumulated depreciation	(1,670)	(1,447)
	-----	-----
	<u>\$2,584</u>	<u>\$2,401</u>
	=====	=====

Depreciation provided in costs and expenses was \$261 in 1995, \$237 in 1994 and \$223 in 1993. Approximately \$220 of capital expenditures are required to complete projects in progress at July 30, 1995.

## 15. INTANGIBLE ASSETS

	1995	1994
	----	----
Purchase price in excess of net assets of businesses acquired (goodwill)	\$1,716	\$542
Other intangibles	132	130
	-----	-----
	1,848	672
Accumulated amortization	(133)	(90)
	-----	-----
	<u>\$1,715</u>	<u>\$582</u>
	=====	=====

## 16. OTHER ASSETS

	1995	1994
	----	----
Noncurrent prepaid pensions	\$300	\$298
Other noncurrent investments	100	76
Other	35	34
	----	----
	<u>\$435</u>	<u>\$408</u>
	=====	=====

## 17. NOTES PAYABLE AND LONG-TERM DEBT

Notes payable consists of the following:

	1995	1994
	----	----
Commercial paper	\$840	\$401
Banks	19	20
Other	6	13
	----	----
	<u>\$865</u>	<u>\$434</u>
	=====	=====

The amount of unused lines of credit at July 30, 1995 approximates \$722. The lines of credit are unconditional and generally cover loans for a period of one year at prime commercial interest rates.

Long-term debt consists of the following:

Type	Fiscal Year Maturity	Rate	1995	1994
-----	-----	-----	----	----
Notes	1997	7.75%	\$300	\$ -
Notes	1998	9.00%	100	100
Notes	2001*	8.58%-8.75%	100	100
Notes	2004	5.63%	100	100
Debentures	2021	8.88%	200	200
Notes	1997-2010	7.60% average	26	29
Capital lease obligations	Varies	Varies	31	31
			----	----
			\$857	\$560
			====	====

\* \$50 redeemable in 1998

The cost to retire the company's long-term debt was \$905 at July 30, 1995 and \$585 at July 31, 1994.

Principal amounts of long-term debt mature as follows: 1996 - \$10 (in current liabilities); 1997 - \$316; 1998 - \$101; 1999 - \$2; 2000 - \$2; and beyond - \$436.

Future minimum capital lease payments are \$62, including implicit interest of \$27.

#### 18. OTHER LIABILITIES

	1995	1994
	----	----
Deferred income taxes	\$235	\$211
Minority interests	106	121
Postemployment benefits	18	17
Other liabilities	33	27
	----	----
	\$392	\$376
	====	====

#### 19. FINANCIAL INSTRUMENTS

The book values of cash and cash equivalents, accounts and notes receivable, accounts payable and short-term debt approximate fair value. The fair value of financial instruments, non-current investments and long-term debt is based on quoted market prices.

The company utilizes derivative financial instruments to enhance its ability to manage risk, including interest rate and foreign currency exposures which exist as part of its ongoing business operations.

The company utilizes interest rate swap agreements to minimize its worldwide financing costs and to achieve a desired proportion of variable versus fixed rate debt, based on current and projected market conditions. When interest rates change, the difference to be paid or received is recognized as an adjustment to interest expense over the lives of the agreements. At times, the company utilizes forward foreign exchange contracts to hedge foreign currency exposures. Gains and losses resulting from these instruments are recognized in the same period as the underlying hedged transaction.

The notional amounts of interest rate swaps were \$337 at July 30, 1995 and \$300 at July 31, 1994. In addition, the company has swap agreements with financial institutions which cover both foreign currency and interest rates. The notional amounts of these swaps were \$32 at July 30, 1995 and \$10 at July 31, 1994. These agreements hedge currency exposures arising from strategies which replaced certain local currency debt with lower cost U.S. dollar financing. The cost to settle all swaps was \$20 at July 30, 1995, of which \$5 was accrued.

The company is exposed to credit loss in the event of nonperformance by the counterparties; however, the company does not anticipate any nonperformance. The company's credit risk on swap transactions is minimized by its policy of dealing only with leading, credit-worthy financial institutions having long-term credit ratings of "A" or better.

At July 30, 1995, the company also had contracts to purchase or sell approximately \$84 in foreign currency versus \$31 at July 31, 1994. The contracts are mostly for Canadian and European currencies and have maturities through 1996.

The company uses a mix of equity, intercompany debt and local currency borrowings to finance its foreign operations. Gains and losses, both realized and unrealized, on financial instruments that hedge the company's investments in foreign operations are recognized in the Cumulative translation adjustments account in Shareowners' equity.

## 20. SHAREOWNERS' EQUITY

The company has authorized 280 million shares of Capital Stock of \$.075 par value and 40 million shares of Preferred Stock, issuable in one or more classes, with or without par as may be authorized by the Board of Directors. No Preferred Stock has been issued.

The following summarizes the activity in the company's long-term incentive plans:

	1995 ----	1994 -----	1993 -----
		(thousands of shares)	
RESTRICTED SHARES			
Granted	483	19	374
STOCK OPTION PLANS			
Beginning of year	9,915	9,261	10,142
Granted	1,376	1,377	1,239
Exercised	(1,498)	(604)	(1,858)
Terminated	(137)	(119)	(262)
	-----	-----	-----
End of year	9,656	9,915	9,261
	=====	=====	=====
Exercisable at end of year	6,861	7,185	5,519
	=====	=====	=====
		(per share prices)	
Granted	\$49.19	\$36.63	\$43.79
Exercised	\$23.35	\$21.14	\$18.59
Not exercised: Low	\$15.38	\$ 9.58	\$ 7.34
High	\$49.19	\$43.81	\$43.81
Average	\$34.05	\$30.41	\$28.99

As of July 30, 1995, 10.7 million shares remain available for grant under the 1994 long-term incentive plan.

All net earnings per share data is based on the weighted average shares outstanding during the applicable periods. The potential dilution from the exercise of stock options is not material.

21. STATEMENTS OF CASH FLOWS

	1995 ----	1994 -----	1993 ----
Interest paid, net of amounts capitalized	\$ 102	\$ 77	\$ 87
Interest received	\$ 10	\$ 13	\$ 9
Income taxes paid	\$ 290	\$ 271	\$ 305

22. QUARTERLY DATA (UNAUDITED)

	1995 -----			
	FIRST -----	SECOND -----	THIRD -----	FOURTH -----
NET SALES	\$1,864	\$2,040	\$1,744	\$1,630
COST OF PRODUCTS SOLD	1,088	1,176	1,045	955
NET EARNINGS	197	231	127	143
PER SHARE				
NET EARNINGS	.79	.93	.51	.57
DIVIDENDS	.28	.31	.31	.31
MARKET PRICE				
HIGH	41.25	46.00	51.25	51.00
LOW	37.00	40.63	42.38	45.63

	1994 -----			
	First -----	Second -----	Third -----	Fourth -----
Net sales	\$1,763	\$1,894	\$1,568	\$1,465
Cost of products sold	1,058	1,104	946	870
Net earnings	166	203	119	142
Per share				
Net earnings	.66	.81	.47	.57
Dividends	.25	.28	.28	.28
Market price				
High	42.88	43.25	42.13	39.38
Low	35.25	38.25	37.13	34.25

Document - - - - -		Page - - - -
2	Campbell Soup Company's Form 8-K, reporting the purchase on January 30, 1995, of the assets and business of Pace Foods Ltd., was filed with the Securities and Exchange Commission on February 9, 1995, and is incorporated herein by reference.	
3(a)	Campbell's Restated Certificate of Incorporation as amended through November 21, 1991, was filed with the Securities and Exchange Commission ("SEC") with Campbell's Form 10-K for the fiscal year ended August 2, 1992, and is incorporated herein by reference.	
3(b)	Campbell's By-Laws, effective as of June 1, 1995.	41
4	There is no instrument with respect to long-term debt of the company that involves indebtedness or securities authorized thereunder exceeding 10 percent of the total assets of the company and its subsidiaries on a consolidated basis. The company agrees to file a copy of any instrument or agreement defining the rights of holders of long-term debt of the company upon request of the Securities and Exchange Commission.	
9	Major Stockholders' Voting Trust Agreement dated June 2, 1990, as amended, was filed with the SEC by the Trustees of the Major Stockholders' Voting Trust as Exhibit A to Schedule 13D dated June 5, 1990, and is incorporated herein by reference.	
10(a)	Campbell Soup Company 1984 Long-Term Incentive Plan, as amended on November 17, 1994.	49
10(b)	Campbell Soup Company 1994 Long-Term Incentive Plan was filed with the SEC with Campbell's 1994 Proxy Statement and is incorporated herein by reference. Campbell Soup Company Management Worldwide Incentive Plan, as amended on November 17, 1994, was filed with the SEC with Campbell's 1994 Proxy Statement, and is incorporated herein by reference.	
10(c)	Campbell Soup Company Management Worldwide Incentive Plan, as amended on November 17, 1994, was filed with the SEC with Campbell's 1994 Proxy Statement, and is incorporated herein by reference.	
10(d)	Retirement Benefit Plan for Directors, effective December 1, 1991, was filed with the SEC with Campbell's 10-K for the fiscal year ended August 2, 1992, and is incorporated herein by reference.	
10(e)	Supplemental Retirement Benefit Program, as amended on June 24, 1993.	69
10(f)	Personal Choice, a Financial Reimbursement Program for Campbell Soup Company Executives, effective August 1, 1994.	95

## INDEX OF EXHIBITS (cont'd.)

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10(g)	Supplemental Savings Plan, as amended on May 25, 1995.	103
10(h)	Employment Agreement dated January 2, 1990, with David W. Johnson, President and Chief Executive Officer, was filed with the SEC with Campbell's Form 10-K for the fiscal year ended July 29, 1990, and is incorporated herein by reference.	
10(i)	Severance Protection Agreement dated May 18, 1990, with John M. Coleman, Senior Vice President - Law and Public Affairs, was filed with the SEC with Campbell's Form 10-K for the fiscal year ended August 2, 1992, and is incorporated herein by reference. Agreements with eight (8) other Executive Officers are in all material respects the same as that with Mr. John M. Coleman.	
10(j)	Special incentive arrangements for the Chairman, President and Chief Executive Officer, approved by the Board in fiscal 1994, under which he can earn from \$0 to \$5 million in addition to his other compensation if specified aggressive sales goals are achieved for certain businesses in fiscal 1996.	
21	Subsidiaries (Direct and Indirect) of Campbell.	109
23	Consent of Independent Accountants.	110
24(a)	Power of Attorney.	111
24(b)	Certified copy of the resolution of Campbell's Board of Directors authorizing signatures pursuant to a power of attorney.	112
27	Financial Data Schedule	114

CAMPBELL SOUP COMPANY

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BY-LAWS

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EFFECTIVE JUNE 1, 1995

## CAMPBELL SOUP COMPANY

## BY-LAWS

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## ARTICLE I.

## Stockholders

Section 1. The annual meeting of the stockholders of the Corporation shall be held at the principal office of the Corporation in New Jersey, or at such other place, within or without New Jersey, as may from time to time be designated by the Board of Directors and stated in the notice of the meeting, on the third Thursday in November in each year (or if said day be a legal holiday, then on the next succeeding day, not earlier than the following Tuesday, not a legal holiday), at such time as may be fixed by the Board of Directors, for the purpose of electing directors of the Corporation, and for the transaction of such other business as may properly be brought before the meeting.

Section 2. Special meetings of the stockholders shall be held at the principal office of the Corporation in New Jersey, or at such other place, within or without New Jersey, as may from time to time be designated by the Board of Directors and stated in the notice of the meeting, upon the call of the Chairman of the Board or of the President, or upon the call of a majority of the members of the Board of Directors, and shall be called upon the written request of stockholders of record holding a majority of the capital stock of the Corporation issued and outstanding and entitled to vote at such meeting.

Section 3. Notice of the time and place of every meeting of stockholders shall be delivered personally or mailed at least ten but not more than sixty calendar days before the meeting to each stockholder of record entitled to vote at the meeting.

Section 4. The holders of record of a majority of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders. If there be no such quorum present, the holders of a majority of such shares so present or represented may adjourn the meeting from time to time, without notice other than announcement at the meeting, until such quorum shall have been obtained, when any business may be transacted which might have been transacted at the meeting as first convened, had there been a quorum. Once a quorum is established, the stockholders present in person or by proxy may continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Section 5. The Board of Directors shall in advance of each meeting of stockholders appoint one or more inspectors of election, to act unless the performance of the inspector's function shall be unanimously waived by the stockholders present in person or represented by proxy at such meeting. Each inspector, before entering upon the discharge of his duties, shall first take and subscribe an oath or affirmation to execute the duties of inspector as prescribed by law at such meeting with strict impartiality and according to the best of his ability. The inspector or inspectors shall take charge of the polls and shall make a certificate of the results of the vote taken. No director or candidate for the office of director shall be appointed as such inspector.

Section 6. All meetings of the stockholders shall be presided over by the Chairman of the Board, or if he shall not be present, by the Vice Chairman of the Board. If neither the Chairman of the Board nor the Vice Chairman of the Board shall be present, such meeting shall be presided over by the President. If none of the Chairman of the Board, the Vice Chairman of the Board and the President shall be present, such meeting shall be presided over by a Vice President, or if none shall be present, then by a Chairman to be elected by the holders of a majority of the shares present or represented at the meeting.

The Secretary of the Corporation, or if he is not present, an Assistant Secretary of the Corporation, if present, shall act as secretary of the meeting. If neither the Secretary nor an Assistant Secretary is present, then the Chairman shall appoint a Secretary of the meeting.

Section 7. The Board of Directors shall fix in advance a date, not exceeding sixty nor less than ten calendar days preceding the date of any meeting of the stockholders or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of stock shall go into effect, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, or entitled to receive payment of any such dividend, or any such allotment of rights, or to exercise the rights in respect of any such change, conversion or exchange of stock, and in such case only stockholders of record on the date so fixed shall be entitled to such notice of and to vote at such meeting, or to receive payment of such dividend, or allotment of rights, or exercise such rights, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid.

## ARTICLE II.

### Directors

Section 1. The business and property of the Corporation shall be managed and controlled by a board of sixteen directors. This number may be changed from time to time by amendment of these

By-Laws, but the term of office of no director shall be shortened after his or her election by reduction in the number of directors.

Upon election each director shall be the holder of at least one hundred shares of the Corporation's capital stock having voting power and within one year of election shall be the holder of at least one thousand shares of capital stock. In the event the number of shares of capital stock is increased at any time after January 28, 1993, by a stock split, stock dividend, or by any other extraordinary distribution of shares, the one thousand shares ownership requirement shall be proportionately adjusted. The director, upon ceasing to hold the required number of shares, shall cease to be a director.

The directors shall hold office until the next annual meeting of the stockholders and until their successors are elected and shall have qualified.

Section 2. Regular meetings of the Board of Directors shall be held at such times and at such places as may from time to time be fixed by resolution of the Board of Directors. Special meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board or of the Vice Chairman of the Board or of the President or of three directors. Oral, telegraphic or written notice of the time and place of a special meeting shall be duly served on, or given or sent or mailed to, each director not less than two calendar days before the meeting. An organizational meeting of the Board of Directors shall be held, of which no notice shall be necessary, as soon as convenient after the annual meeting of the stockholders. Notice need not be given of regular meetings of the Board of Directors held at the times fixed by resolution of the Board of Directors. Meetings may be held at any time without notice if all of the directors are present or if those not present waive notice of the meeting in writing.

Section 3. Six members of the Board of Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall have been obtained, when any business may be transacted which might have been transacted at the meeting as first convened, had there been a quorum.

Section 4. Any vacancy occurring among the directors may be filled by the affirmative vote of a majority of the remaining members of the Board of Directors at the time in office; provided that in case of an increase in the number of directors pursuant to an amendment to these By-Laws made by the stockholders, the stockholders may fill the vacancy or vacancies so created at the meeting at which such amendment is effected or may authorize the Board of Directors to fill such vacancy or vacancies.

Section 5. The Board of Directors, by an affirmative vote of a majority of the members of the Board of Directors at the time in office, may appoint an Executive Committee to consist of such directors as the Board of Directors may from time to time determine. The Executive Committee shall have and may exercise, when the Board of Directors is not in session, all of the powers vested in the Board of Directors, except as otherwise provided by law. The Board of Directors shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve, the Executive Committee. The Executive Committee may make rules for the conduct of its business and may appoint such committees and assistants as it shall from time to time deem necessary, unless the Board of Directors shall otherwise provide. A majority of the members of the Executive Committee at the time in office shall constitute a quorum for the transaction of business. A record shall be kept of all proceedings of the Executive Committee which shall be submitted to the Board of Directors at or before the next succeeding meeting of the Board of Directors.

Section 6. The Board of Directors may appoint one or more other committees, to consist of such number of the directors and to have such powers as the Board of Directors may from time to time determine. The Board of Directors shall have power at any time to fill vacancies in, to change the membership of, or to dissolve, any such committee. A majority of any such committee may determine its action and fix the time and place of its meetings, unless the Board of Directors shall otherwise provide.

Section 7. In addition to reimbursement of reasonable expenses incurred in attending meetings or otherwise in connection with his or her attention to the affairs of the Corporation, each director as such, as Chairman or Vice Chairman of the Board and as a member of the Executive Committee or of any other committee of the Board of Directors, shall be entitled to receive such remuneration as may be fixed from time to time by the Board of Directors, in the form either of fees for attendance at meetings of the Board of Directors and committees thereof or annual retainers, or both; but no director who receives a salary or other remuneration as an employee of the Corporation or any subsidiary thereof shall receive any additional remuneration as a director or member of any committee of the Board of Directors.

### ARTICLE III.

#### Officers

Section 1. The Board of Directors, at its organizational meeting or as soon as may be after the election of directors held in each year, shall elect one of its number Chairman of the Board and one of its number President, and shall also elect a Secretary and a Treasurer, and from time to time may elect or appoint one of its number Vice Chairman of the Board, one or more Vice Presidents, a Controller, and such Assistant Secretaries, Assistant Treasurers

and other officers, agents and employees as it may deem proper. More than one office may be held by the same person.

Section 2. The term of office of all officers shall be until the next organizational meeting of the Board of Directors or until their respective successors are elected and have qualified, but any officer may be removed from office at any time by the affirmative vote of a majority of the members of the Board of Directors at the time in office.

Any other employee of the Corporation, whether appointed by the Board of Directors or otherwise, may be removed at any time by the Board of Directors or by any committee or officer or employee upon whom such power of removal may be conferred by the By-Laws or by the Board of Directors.

The Board of Directors shall have power to fill for the unexpired term any vacancy which shall occur in any office by reason of death, resignation, removal or otherwise.

Section 3. The Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors and shall perform such other duties as shall from time to time be prescribed by the Board of Directors.

The Vice Chairman of the Board shall in the absence of the Chairman of the Board preside at all meetings of the stockholders and of the Board of Directors and shall perform such other duties as shall from time to time be prescribed by the Board of Directors or the Chairman of the Board.

The President shall be the Chief Executive Officer of the Corporation and shall perform such duties as are usually performed by that officer; he shall, in the absence of the Chairman and Vice Chairman of the Board, preside at all meetings of the stockholders and of the Board of Directors; and shall perform such other duties as shall from time to time be prescribed by the Board of Directors.

The other officers of the Corporation shall have such powers and shall perform such duties as generally pertain to their offices respectively, as well as such powers and duties as shall from time to time be conferred by the Board of Directors.

#### Article IV.

##### Indemnification of Directors and Others

Section 1. The Corporation shall indemnify to the full extent from time to time permitted by law any present, former or future director, officer, or employee ("Corporate Agent") made, or threatened to be made, a party to, or a witness or other participant in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratve, legislative, investigative, or of any other kind,

including by or in the right of the Corporation ("Proceeding"), by reason of the fact that such person is or was a Corporate Agent of the Corporation or any subsidiary of the Corporation or, while serving as a Corporate Agent of the Corporation or any subsidiary of the Corporation, serves or served another enterprise (including, without limitation, any sole proprietorship, association, corporation, partnership, joint venture or trust), whether or not for profit, at the request of the Corporation as a director, officer, employee or agent thereof (including service with respect to any employee benefit plan of the Corporation or any subsidiary of the Corporation), against expenses (including attorneys' fees), judgments, fines, penalties, excise taxes and amounts paid in settlement, actually and reasonably incurred by such person in connection with such Proceeding or any appeal therein. No indemnification pursuant to this Article IV shall be required with respect to any settlement or other nonadjudicated disposition of any threatened or pending Proceeding unless the Corporation has given its prior consent to such settlement or other disposition.

Section 2. Expenses incurred in connection with a Proceeding shall be paid by the Corporation for any Corporate Agent of the Corporation in advance of the final disposition of such Proceeding promptly upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Corporation. Such an undertaking shall not, however, be required of a nonparty witness.

Section 3. The foregoing indemnification and advancement of expenses shall not be deemed exclusive of any other rights to which any person indemnified may be entitled.

Section 4. The rights provided to any person by this Article IV shall be enforceable against the Corporation by such person, who shall be presumed to have relied upon it in serving or continuing to serve as a Corporate Agent. No elimination of or amendment to this Article IV shall deprive any person of rights hereunder arising out of alleged or actual occurrences, acts or failures to act occurring prior to such elimination or amendment. The rights provided to any person by this Article IV shall inure to the benefit of such person's legal representative and shall be applicable to Proceedings commenced or continuing after the adoption of this Article IV, whether arising from acts or omissions occurring before or after such adoption.

Section 5. The Corporation's Board of Directors may from time to time delegate

(i) to a Committee of the Board of Directors of the Corporation or to independent legal counsel the authority to determine whether a Director or officer of the Corporation, and

(ii) to one or more officers of the Corporation the authority to determine whether an employee of the Corporation or any subsidiary, other than a Director or officer of the Corporation,

is entitled to indemnification or advancement of expenses pursuant to, and in accordance with, applicable law and this Article IV, subject to such conditions and limitations as the Board of Directors may prescribe.

ARTICLE V.

Fiscal Year

The fiscal year shall begin in each calendar year on the Monday following the Sunday which is nearest to July 31, and shall end on the Sunday which is nearest to July 31 of the following year.

ARTICLE VI.

Corporate Seal

The Board of Directors shall provide a suitable seal, bearing the name of the Corporation, which seal shall be in the charge of the Secretary; provided that the use of a facsimile of such seal is hereby authorized.

ARTICLE VII.

Amendment

The Board of Directors shall have the power to make, amend and repeal the By-Laws of the Corporation by a vote of a majority of the members of the Board of Directors at the time in office at any regular or special meeting of the Board of Directors. The stockholders, by a majority of the votes cast at a meeting of the stockholders, may adopt, alter, amend or repeal the By-Laws, whether made by the Board of Directors or otherwise.

CAMPBELL SOUP COMAPNY

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Campbell Soup Company 1984 Long-Term  
Incentive Plan

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As amended on November 17, 1994

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CAMPBELL SOUP COMPANY 1984 LONG-TERM INCENTIVE PLAN  
ARTICLE I  
PURPOSE AND EFFECTIVE DATE

Section 1.1 Purpose. The purpose of the Plan is to provide financial incentives for selected Key Employees of the Campbell Group and for the non-employee directors of the Company, thereby promoting the long-term growth and financial success of the Campbell Group by (i) attracting and retaining employees and directors of outstanding ability, (ii) strengthening the Campbell Group's capability to develop, maintain, and direct a competent management team, (iii) providing an effective means for selected Key Employees and non-employee directors to acquire and maintain ownership of Campbell Stock, (iv) motivating Key Employees to achieve long-range performance goals and objectives, and (v) providing incentive compensation opportunities competitive with those of other major corporations.

Section 1.2 Effective Date and Expiration of Plan. The Plan is subject to approval by a majority of the votes cast at the annual meeting of stockholders of the Company to be held on November 16, 1984, or at any adjournment thereof, by the holders of shares of Campbell Stock entitled to vote thereon, and, if so approved, shall be effective as of such date. Unless earlier terminated by the Board pursuant to Section 9.3, the Plan shall terminate on the tenth anniversary of its Effective Date. No Award shall be made pursuant to the Plan after its termination date, but Awards made prior to the termination date may extend beyond that date.

ARTICLE II  
DEFINITIONS

The following words and phrases, as used in the Plan, shall have these meanings:

Section 2.1 "Award" means, individually or collectively, any Option, SAR, Restricted Stock Award, current Campbell Stock or Performance Unit Award.

Section 2.2 "Board" means the Board of Directors of the Company.

Section 2.3 "Campbell Group" means the Company and all of its Subsidiaries on and after the Effective Date.

Section 2.4 "Campbell Stock" means Capital Stock of the Company.

Section 2.5 "Capital and Income Retained in the Business" means capital and income, retained in the business of the Campbell Group as reported to the Company on a consolidated basis by its independent public accountants.

Section 2.6 "Code" means the Internal Revenue Code of 1986, as amended.

Section 2.7 "Committee" means those members, not to be less than three, of the Compensation Committee of the Board who, at the time of service on the Committee hereunder, are, and at all times within one year prior thereto shall have been, not eligible for selection as persons to whom Awards may be made or to whom Options may be granted pursuant to the Plan or any other plan of the Campbell Group, except for non-discretionary Awards pursuant to Article XI.

Section 2.8 "Company" means Campbell Soup Company and its successors and assigns.

Section 2.9 "Deferred Award Account" means an account established for a Participant under Section 8.1(a).

Section 2.10 "Effective Date" means the date on which the Plan is approved by the stockholders of the Company, as provided in Section 1.2.

Section 2.11 "Fair Market Value" means, as of any specified date, an amount equal to the highest of the following:

(i) the mean between the reported high and low prices of Campbell Stock on the New York Stock Exchange composite tape on the specified date;

(ii) the mean between the reported high and low prices of Campbell Stock on the New York Stock Exchange composite tape on the market day preceding the specified date;

(iii) the five-day average mean between the reported high and low prices of Campbell Stock on the New York Stock Exchange composite tape during the five market days immediately preceding the specified date.

Section 2.12 "Fiscal Year" means the fiscal year of the Company, which is the 52- or 53-week period ending on the Sunday closest to July 31.

Section 2.13 "Incentive Stock Option" means an option within the meaning of Section 422A of the Code.

Section 2.14 "Income before Taxes on Income" means income before taxes on income of the Campbell Group as reported to the Company on a consolidated basis by its independent public accountants.

Section 2.15 "Key Employee" means an employee of the Campbell Group who occupies a responsible executive, professional, or administrative position and who has the capacity to contribute to the success of the Campbell Group.

Section 2.16 "Market Price" means the price of the closing sale (or last bid on a day when no sale occurs) of Campbell Stock on the New York Stock Exchange composite tape.

Section 2.17 "Nonqualified Stock Option" means an Option granted under the Plan other than an Incentive Stock Option.

Section 2.18 "Option" means both a Nonqualified Stock Option and an Incentive Stock option to purchase Campbell Stock.

Section 2.19 "Option Price" means the price at which Campbell Stock may be purchased under an Option as provided in Section 5.4.

Section 2.20 "Participant" means a Key Employee or a non-employee director to whom an Award has been made under the Plan.

Section 2.21 "Performance Period" means a period of time over which a Participant's performance is measured under Section 7.2.

Section 2.22 "Performance Unit" means the unit of measure determined under Article VII by which is expressed the value of a Performance Unit Award.

Section 2.23 "Performance Unit Award" means an Award granted under Article VII.

Section 2.24 "Performance Unit Agreement" means an agreement entered into between a Participant and the Company under Section 7.8.

Section 2.25 "Personal Representative" means the person or persons who, upon the death, disability, or incompetency of a Participant, shall have acquired, by will or by the laws of descent and distribution or by other legal proceedings, the right to exercise an Option or the right to any Restricted Stock Award or Performance Unit Award theretofore granted or made to such Participant.

Section 2.26 "Plan" means Campbell Soup Company 1984 Long-Term Incentive Plan.

Section 2.27 "Restricted Stock" means Campbell Stock subject to the terms and conditions provided in Article VI.

Section 2.28 "Restricted Stock Award" means an Award granted under Article VI.

Section 2.29 "Restriction Period" means a period of time determined under Section 6.2 during which Restricted Stock is subject to the terms and conditions provided in Section 6.3.

Section 2.30 "S & P Index" means the daily stock price index for industrial companies as published by Standard & Poor's Corporation.

Section 2.31 "S & P Units" means cash measured by the S & P Index.

Section 2.32 "SAR" means a stock appreciation right granted under Section 5.8.

Section 2.33 "Stock Option Agreement" means an agreement entered into between a Participant and the Company under Section 5.3.

Section 2.34 "Subsidiary" means a corporation, domestic or foreign, the majority of the voting stock of which is owned directly or indirectly by the Company.

### ARTICLE III ADMINISTRATION

Section 3.1 Committee to Administer. The Plan shall be administered by the Committee. The Committee shall have full power and authority to interpret and administer the Plan and to establish and amend rules and regulations for its administration. The Committee's decisions shall be final and conclusive with respect to the interpretation of the Plan and any Award made under it.

A majority of the members of the Committee shall constitute a quorum for the conduct of business at any meeting. The Committee shall act by majority vote of the members present at a duly convened meeting, which may include a meeting by conference telephone call held in accordance with applicable law. Action may be taken without a meeting if written consent thereto is given in accordance with applicable law.

Section 3.2 Powers of Committee. (a) Subject to the provisions of the Plan, the Committee shall have authority, in its discretion, to determine those Key Employees who shall receive an Award, the time or times when such Award shall be made, and the type of Award to be granted, whether an Incentive Stock Option or a Nonqualified Stock Option shall be granted, the number of shares to be subject to each Option and Restricted Stock Award, and the value of each Performance Unit.

(b) An Option, an SAR, a Restricted Stock Award, an unrestricted Campbell Stock Award, or a Performance Unit Award may be granted by the

Committee to a Key Employee who is a Director of the Company only if approved by the Board. A Director shall not participate in a vote approving a grant to himself or herself of an Option, an SAR, a Restricted Stock Award, an unrestricted Campbell Stock Award, or a Performance Unit Award.

(c) The Committee shall determine the terms, restrictions, and provisions of the agreement relating to each Award, including such terms, restrictions, and provisions as shall be necessary to cause certain options to qualify as Incentive Stock Options. The Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan or in any agreement relating to an Award, in such manner and to the extent the Committee shall determine in order to carry out the purposes of the Plan. The Committee may, in its discretion, accelerate (i) the date on which any Option or SAR may be exercised, (ii) the date of termination of the restrictions applicable to a Restricted Stock Award, or (iii) the end of a Performance Period under a Performance Unit Award, if the Committee determines that to do so will be in the best interests of the Company and the Participants in the Plan.

#### ARTICLE IV AWARDS

Section 4.1 Awards. Awards under the Plan shall consist of Incentive Stock Options, Nonqualified Stock Options, SARs, Restricted Stock, unrestricted Campbell Stock and Performance Units. All Awards shall be subject to the terms and conditions of the Plan and to such other terms and conditions consistent with the Plan as the Committee deems appropriate. Awards under a particular section of the Plan need not be uniform and Awards under two or more sections may be combined in one agreement. Any combination of Awards may be granted at one time and on more than one occasion to the same Key Employee.

Section 4.2 Eligibility For Awards. An Award may be made to any Key Employee selected by the Committee. In making this selection and in determining the form and amount of the Award, the Committee may give consideration to the functions and responsibilities of the respective Key Employee, his or her present and potential contributions to the success of the Campbell Group, the value of his or her services to the Campbell Group, and such other factors deemed relevant by the Committee. Non-employee directors are eligible to receive non-discretionary Awards of current Campbell Stock pursuant to Article XI.

Section 4.3 Shares Available Under the Plan. The Campbell Stock to be offered under the Plan pursuant to Options, SARs, Performance Unit Awards, and Restricted Stock and unrestricted Campbell Stock Awards must be Campbell Stock previously issued and outstanding and reacquired by the Company. Subject to adjustment under Section 9.2, no more than 12,000,000 shares of Campbell Stock shall be issuable upon exercise of Options, SARs, or pursuant to Performance Unit Awards, Restricted Stock or unrestricted Campbell Stock Awards granted under the Plan. Any shares of Campbell Stock subject to an Option which for any reason is cancelled (excluding shares subject to an Option cancelled upon the exercise of a related SAR) or terminated without having been exercised, or any shares of Restricted Stock which are forfeited, shall again be available for Awards under the Plan. Shares subject to an Option cancelled upon the exercise of an SAR shall not again be available for Awards under the Plan.

Section 4.4 Limitation on Performance Unit Awards. For each fiscal year included in a Performance Period, the maximum aggregate dollar value of the Performance Units awarded to any Key Employee with respect to such Performance Period may not exceed 75% of his or her annual salary at the time such Performance Units are awarded.

ARTICLE V  
STOCK OPTIONS AND STOCK APPRECIATION RIGHTS

Section 5.1 Award of Stock Options. The Committee may, from time to time, subject to Section 3.2(b) and other provisions of the Plan and such terms and conditions as the Committee may prescribe, award Incentive Stock Options and Nonqualified Stock Options to any Key Employee. Awards of Incentive Stock Options and Nonqualified Stock Options may be separate and not in tandem.

Section 5.2 Period of Option. (a) Unless otherwise provided in the related Stock Option Agreement, an Option granted under the Plan shall be exercisable only after twelve months have elapsed from the date of grant. After the twelve-month waiting period, the Option may be exercised at any time during the term of the Option, in whole or in installments, as specified in the related Stock Option Agreement. Subject to Section 5.6, the duration of each Option shall not be more than ten years from the date of grant.

(b) Except as provided in Section 5.6, an Option may not be exercised by a Participant unless such Participant is then, and continually (except for sick leave, military service, or other approved leave of absence) after the grant of the Option has been, an employee of the Campbell Group.

Section 5.3 Stock Option Agreement. Each Option shall be evidenced by a Stock Option Agreement, in such form and containing such provisions not inconsistent with the provisions of the Plan as the Committee from time to time shall approve.

Section 5.4 Option Price, Exercise and Payment. The Option Price of Campbell Stock under each Option shall be determined by the Committee but shall be a price not less than 100 percent of the Fair Market Value of Campbell Stock at the date such Option is granted, as determined by the Committee.

Options may be exercised from time to time by giving written notice to the Treasurer of the Company, specifying the number of shares to be purchased. No Option may be exercised for less than 40 shares unless the issue of a lesser number is enough to exhaust the Option. The notice of exercise shall be accompanied by payment in full of the Option Price in cash or its equivalent, provided, however, that if the Committee, in its discretion, so provides in the related Stock Option Agreement, the Option Price may be paid in whole or in part through the transfer to the Company of shares of Campbell Stock previously acquired by the Participant, provided the shares so transferred have been held by the Participant for a period of more than one year and, further provided, that no Restricted Stock may be transferred as payment of the Option Price. In the event such Option Price is paid in whole or in part, with shares of Campbell Stock, the portion of the Option Price so paid shall be equal to the value, as of the date of exercise of the Option, of such shares. The value of such shares shall be equal to the number of such shares multiplied by the average of the high and low sales prices of Campbell Stock quoted on the New York Stock Exchange composite tape on the trading day coincident with the date of exercise of such Option (or the immediately preceding trading day if the date of exercise is not a trading day). Such shares must be delivered (along with the portion to be paid in cash) within five days after the date of exercise. If the Participant fails to pay the Option Price within such five-day period, the Committee shall have the right to take whatever action it deems appropriate, including voiding the exercise of the Option. The Company shall not issue or transfer Campbell Stock upon exercise of an Option until the Option Price is fully paid. If the related Stock Option Agreement so provides, the Participant may satisfy any amounts required to be withheld by the Company under applicable federal, state and local tax laws in effect from time to time, by electing to have the Company withhold a portion of the shares of Campbell Stock to be delivered for

the payment of such taxes on such terms and conditions as the Stock Option Agreement specifies.

Section 5.5 Limitations on Incentive Stock Options. (a)(1) For Incentive Stock Options granted prior to January 1, 1987, the aggregate Fair Market Value (determined as of the time such Option is granted) of Campbell Stock for which a Key Employee may be granted Incentive Stock Options in any calendar year (under all plans of the Company, its parent, and Subsidiaries which provide for the granting of Incentive Stock Options) shall not exceed \$100,000, plus any unused limit carryover (as provided by Section 422A(c)(4) of the Code, prior to its amendment by Pub. L. No. 99-514) to such year. If \$100,000 exceeds the aggregate Fair Market Value (determined as of the time the Option is granted) of the Campbell Stock for which a Key Employee is granted Incentive Stock Options in any calendar year (under all plans of the Company, its parent, and Subsidiaries which provide for the granting of Incentive Stock Options) one-half of such excess shall be an unused limit carryover to each of the three succeeding calendar years.

(a)(2) For Incentive Stock Options granted after December 31, 1986, there is no annual dollar limit on the amount of Incentive Stock Options which may be granted to a Key Employee, but there is a \$100,000 per Key Employee limit on the Fair Market Value of stock covered by such Options (determined at the time the Option is granted) that are exercisable by a Key Employee in any one calendar year.

(b)(1) Each Incentive Stock Option granted prior to January 1, 1987, shall not be exercisable while there is outstanding any Incentive Stock Option that was previously granted to the Participant by the Company, its parent, or a Subsidiary (determined as of the time such Option was granted) or a predecessor of any of such corporations. An Incentive Stock Option shall be treated as outstanding for this purpose until it is deemed exercised in full or expires by reason of lapse of time.

(b)(2) For Incentive Stock Options granted after December 31, 1986, the rules set forth in Section 5.5(b)(1) above, (pertaining to the requirement that Incentive Stock Options granted prior to January 1, 1987, be exercised in the order granted), are not applicable.

(c) An Incentive Stock Option shall not be awarded to any Key Employee who, at the time of award, owns stock possessing more than ten percent of the total combined voting power of all classes of stock of the Company or of any Subsidiary or parent of the Company.

Section 5.6 Termination of Employment. (a) If the employment of a Participant with the Campbell Group is terminated for reasons other than (i) death, (ii) discharge for cause, (iii) retirement, or (iv) resignation, the Participant may exercise an Option at any time within three years after such termination, to the extent of the number of shares covered by such Option which were purchasable at the date of such termination; provided, however, that an Option shall be so exercisable only until the earlier of the expiration of such three-year period or the expiration date of such Option.

(b) If the employment of a Participant with the Campbell Group is terminated for cause, any Options of such Participant shall expire and any rights thereunder shall terminate immediately. Any Option of a Participant whose service is terminated (i) by retirement may be exercised at any time within three years of such retirement, or (ii) by resignation may be exercised at any time within three months of such resignation to the extent that the number of shares covered by such Option were purchasable at the date of such resignation, except that an Option shall not be exercisable on any date beyond the expiration date of such Option.

(c) Should a Participant die either while in the employ of the Campbell Group or after termination of such employment (other than discharge for cause), the Option rights, except Incentive Stock Option Rights, of such deceased Participant may be exercised by his or her Personal Representative at any time within three years after the Participant's death to the extent of the number of shares covered by such Option which were exercisable at the date of such death, except that an Option shall not be so exercisable on any date beyond the expiration date of such Option.

If a Participant who was granted a Stock Option should die within 180 days of the expiration date of such Option, and if on the date of death the Participant was then entitled to exercise such Option, and if the Option expires without being exercised, the Personal Representative of the Participant shall receive in settlement a cash payment from the Company of a sum equal to the amount, if any, by which the Fair Market Value (determined on the expiration date of the Option) of Campbell Stock subject to the Option exceeds the Option Price.

Section 5.7 Shareholder Rights and Privileges. A Participant shall have no rights as a stockholder with respect to any shares of Campbell Stock covered by an Option until the issuance of a stock certificate to the Participant representing such shares.

Section 5.8 Award of SARs. (a) At any time prior to six months before an Option's expiration date, the Committee may award to the Participant an SAR related to the Option.

(b) The SAR shall represent the right to receive payment of an amount not greater than the spread, if any, by which the average of the high and low sales prices of Campbell Stock quoted on the New York Stock Exchange composite tape on the trading day immediately preceding the date of exercise of the SAR exceeds the Option Price.

(c) SARs awarded under the Plan shall be evidenced by either the Stock Option Agreement or a separate agreement between the Company and the Participant.

(d) An SAR shall be exercisable only at the same time and to the same extent and subject to the same conditions as the Option related thereto is exercisable, except that the Committee may prescribe additional conditions and limitations on the exercise of any SAR. An SAR shall be transferable only when the related Option is transferable, and under the same conditions. The exercise of an SAR shall cancel the related Option. SARs may be exercised only when the value of a share of Campbell Stock subject to the related Option exceeds the Option Price. Such value shall be determined in the manner specified in Section 5.8(b).

(e) An SAR shall be exercisable only by written notice to the Treasurer of the Company and only to the extent that the related Option is exercisable. However, an SAR shall in no event be exercisable during the first six months of its term, except in the event of death or disability of the Participant prior to the expiration of such six-month period.

(f) All SARs shall automatically be exercised on the last trading day prior to the expiration of the related Option, so long as the value of a share of Campbell Stock exceeds the Option Price, unless prior to such day the holder instructs the Treasurer otherwise in writing. Such value shall be determined in the manner specified in Section 5.8(b).

(g) Payment of the amount to which a Participant is entitled upon the exercise of an SAR shall be made in cash, Campbell Stock, or partly in

cash and partly in Campbell Stock. The shares shall be valued in the manner specified in Section 5.8(b).

(h) At any time when a Participant is, in the judgment of the Treasurer of the Company, subject with respect to Campbell Stock to Section 16 of the Securities Exchange Act of 1934:

(i) any election by such Participant to receive cash in whole or in part upon the exercise of such SAR, shall be made only during the period beginning on the third business day following the date of release by the Company for publication of any quarterly or annual summary statement of its sales and earnings and ending on the twelfth business day following such date of release, and

(ii) in the event the Committee has not determined the form in which such SAR will be paid (i.e., cash, shares of Campbell Stock, or any combination thereof), any election to exercise such right in whole or in part for cash shall be subject to the subsequent consent thereto, or disapproval thereof, by the Committee in its sole discretion.

(i) Each SAR shall expire on a date determined by the Committee at the time of Award, or, if later, upon the termination of the related Option.

#### ARTICLE VI RESTRICTED STOCK

Section 6.1 Award of Restricted Stock. (a) The Committee may make a Restricted Stock Award to any Participant, subject to this Article VI and to such other terms and conditions as the Committee may prescribe.

(b) Each certificate for Restricted Stock shall be registered in the name of the Participant and deposited by him or her, together with a stock power endorsed in blank, with the Company, unless the Participant has elected to defer pursuant to Section 8.1.

Section 6.2 Restriction Period. At the time of making a Restricted Stock Award, the Committee shall establish the Restriction Period applicable to such Award. The Committee may establish different Restriction Periods from time to time and each Restricted Stock Award may have a different Restriction Period, in the discretion of the Committee. Restriction Periods, when established for each Restricted Stock Award, shall not be changed except as permitted by Section 6.3.

Section 6.3 Other Terms and Conditions. Campbell Stock, when awarded pursuant to a Restricted Stock Award, will be represented by a stock certificate registered in the name of the Participant who receives the Restricted Stock Award, unless the Participant has elected to defer pursuant to Section 8.1. Such certificate shall be deposited with the Company as provided in Section 6.1(b). The Participant shall be entitled to receive dividends during the Restriction Period and shall have the right to vote such Campbell Stock and all other shareholder's rights, with the exception that (i) the Participant will not be entitled to delivery of the stock certificate during the Restriction Period, (ii) the Company will retain custody of the Campbell Stock during the Restriction Period, (iii) a breach of a restriction or a breach of the terms and conditions established by the Committee pursuant to the Restricted Stock Award will cause a forfeiture of the Restricted Stock Award. The Committee may, in addition, prescribe additional restrictions, terms, or conditions upon or to the Restricted Stock Award.

Section 6.4 Restricted Stock Award Agreement. Each Restricted Stock Award shall be evidenced by a Restricted Stock Award Agreement in such form and

containing such terms and conditions not inconsistent with the provisions of the Plan as the Committee from time to time shall approve. If the Restricted Stock Award Agreement so provides, the Participant may satisfy any amounts required to be withheld by the Company under applicable federal, state and local tax laws in effect from time to time, by electing to have the Company withhold a portion of the Restricted Stock Award to be delivered for the payment of such taxes on such terms and conditions as the Restricted Stock Award Agreement specifies.

Section 6.5 Termination of Employment. The Committee may, in its sole discretion, establish rules pertaining to the Restricted Stock Award in the event of termination of employment (by retirement, disability, death, or otherwise) of a Participant prior to the expiration of the Restriction Period.

Section 6.6 Payment for Restricted Stock. Restricted Stock Awards may be made by the Committee under which the Participant shall not be required to make any payment for the Campbell Stock or, in the alternative, under which the Participant, as a condition to the Restricted Stock Award, shall pay all (or any lesser amount than all) of the Fair Market Value of the Campbell Stock, determined as of the date the Restricted Stock Award is made. If the latter, such purchase price shall be paid in cash as provided in the Restricted Stock Award Agreement.

#### ARTICLE VII AWARD OF PERFORMANCE UNITS

Section 7.1 Award of Performance Units. The Committee may award Performance Units to any Participant. Each Performance Unit shall represent the right of a Participant to receive an amount equal to the value of the Performance Unit, determined in the manner established by the Committee at the time of Award.

Section 7.2 Performance Period. At the time of each Performance Unit Award, the Committee shall establish, with respect to each such Award, a Performance Period over which the performance of the Participant shall be measured. There may be more than one Award in existence at any one time, and Performance Periods may differ.

Section 7.3 Performance Measures. (a) Performance Units shall be awarded to a Participant contingent upon the future performance of the Company and/or of the Subsidiary, division, or department for which he or she is employed over the Performance Period, or contingent upon such other performance measures as the Committee may deem appropriate. The Committee shall establish the performance measures applicable to the Participant prior to the beginning of each Performance Period, but such performance measures may be subject to such later revisions to reflect significant unforeseen events or changes as the Committee shall deem appropriate.

(b) At the time of each Performance Unit Award, the Committee shall establish target performance goals to be achieved with the Performance Period.

Section 7.4 Performance Unit Value. Each Performance Unit shall have a maximum dollar value established by the Committee at the time of the Award. The earned value of a Performance Unit will be determined by the Committee in respect of a Performance Period in relation to the degree of attainment of target performance. The value of a Performance Unit may, in the discretion of the Committee, be equal to the Fair Market Value of one share of Campbell Stock.

Section 7.5 Award Criteria. In determining the number of Performance Units to be granted to any Participant, the Committee shall take into account the Participant's responsibility level, performance, potential, cash compensation

level, other incentive awards, and such other considerations as it deems appropriate.

Section 7.6 Payment. (a) Following the end of Performance Period, a Participant holding Performance Units will be entitled to receive payment of an amount, not exceeding the maximum value of the Performance Units, based on the achievement of the performance measures for such Performance Period, as determined by the Committee.

(b) Payment of Performance Units shall be made in cash, whether payment is made at the end of the Performance Period or is deferred pursuant to Section 8.1, except that Performance Units which are valued using Campbell Stock shall be paid in Campbell Stock. Payment shall be made in a lump sum or in installments and shall be subject to such other terms and conditions as shall be determined by the Committee.

Section 7.7 Termination of Employment. (a) A Performance Unit Award shall terminate for all purposes if the Participant does not remain continuously in the employ of the Campbell Group at all times during the applicable Performance Period, except as may otherwise be determined by the Committee.

(b) In the event that a Participant holding a Performance Unit ceases to be an employee of the Campbell Group following the end of the applicable Performance Period but prior to full payment according to the terms of the Performance Unit Award, payment shall be made in accordance with terms established by the Committee for the payment of such Performance Unit.

Section 7.8 Performance Unit Agreements. Performance Unit Awards shall be evidenced by Performance Unit Agreements in such form and containing such provisions not inconsistent with the provisions of the Plan as the Committee shall determine.

#### ARTICLE VIII DEFERRAL OF PAYMENTS

Section 8.1 Election to Defer. (a) Except with respect to Restricted Stock which is restricted only by a length of service condition, a Participant may elect, no later than June 30 of the Fiscal Year preceding the last Fiscal Year of any Performance Period, to defer until the termination of his or her employment with the Campbell Group by retirement or otherwise, all or a portion of any related earned Performance Units or Restricted Stock. With respect to Restricted Stock which is restricted only by a length of service condition, a participant may elect, no later than 180 days before the expiration of the length of service condition (or within such other time period as may be provided in a Restricted Stock Award Agreement), to defer for a set number of years (not less than two) or until the termination of his or her employment with the Campbell Group by retirement or otherwise, all or a portion of his or her related award. The value of the Performance Units or Restricted Stock so deferred shall be allocated to a Deferred Award Account established for the Participant. Participants who are subject to tax in a foreign country are not eligible to defer payment of Performance Units unless a deferral election has been approved for the Participant by the Treasurer of the Company.

(b) A Participant's Deferred Award Account for the deferral of Performance Units shall be credited at the end of the Performance Period with Campbell Stock, cash, or S & P Units as the Participant shall have elected in writing at the time of his or her election under Section 8.1(a) above. A Participant who elects to defer Restricted Stock shall be credited at the time of election with Campbell Stock in the Participant's Deferred Award Account.

The Participant's Deferred Award Account shall be an unfunded bookkeeping account only.

Section 8.2 Deferral Procedures and Measurement of Deferred Account. The Committee, or the Treasurer of the Company, if designated by the Committee, shall establish procedures and rules regarding the timing of deferred elections, the time period for deferral, the maximum number of annual installment payments, the measurement units for valuing Deferred Accounts, transfer of the balances in Deferred Accounts among measurement units, statements of Deferred Accounts, the time and manner of payment of Deferred Accounts, and other administrative items for Deferred Accounts.

Section 8.3 Payment in the Event of Death. If the Participant dies (before or after his or her retirement), any portion of his or her Deferred Award Account then unpaid shall be paid to the beneficiaries named in the most recent beneficiary designation filed with the Treasurer of the Company or, in the absence of such designation, paid to, or as directed by, his or her Personal Representative, in such one or more installments as the Participant may have elected, in writing, coincident with the election made pursuant to Section 8.1.

Section 8.4 Financial Hardship. (a) In the event a Participant, before termination of his or her employment, experiences financial hardship, the Participant may request, and the Committee in its sole discretion may grant, a distribution in one lump sum of such portion of the amount credited to the Participant's Deferred Award Account as is required to relieve such financial hardship and is not reasonably available from the Participant's other resources. Such request shall be irrevocable and shall be made at least six months in advance of the distribution.

(b) In the event a Participant, after termination of his or her employment, experiences financial hardship, the Participant may request, and the Committee in its sole discretion may grant, an acceleration of the Participant's elected number of installments under Section 8.3, to the extent necessary to relieve such financial hardship.

(c) For purposes of this Section 8.4, a distribution will be on account of "financial hardship" if the distribution is necessary due to severe and unanticipated financial hardship caused by an event beyond the control of the Participant. The Committee, in its sole discretion, shall determine whether or not a Participant has experienced "financial hardship" within the meaning of this Section 8.4.

Section 8.5 Conditions of Payment of Deferred Award Accounts. Prior to a Change in Control (as hereinafter defined), a Participant who is discharged for willful, deliberate or gross misconduct as determined by the Company shall, unless otherwise determined by the Committee in connection with the termination of his or her employment, lose any right to receive payment of his or her Deferred Award Account.

No installment of a Deferred Award Account of a Participant whose service with the Campbell Group shall have terminated by retirement or otherwise shall be paid unless, from the time of termination until the time for such payment or until his or her death, whichever happens first, the Participant shall have continuously refrained from engaging in any business directly or indirectly competitive with the Campbell Group. If the Participant violates this condition, all rights in the unpaid portion of his or her Deferred Award Account shall be forfeited to the Company. The Committee may waive this condition, upon the written request of a Participant, if in its sole judgment the nonfulfillment of the condition will have no substantial adverse effect upon the Campbell Group. The request shall fully

describe the proposed competitive activity, and the waiver shall be limited to the specific competitive activity so described.

ARTICLE IX  
MISCELLANEOUS PROVISIONS

Section 9.1 Nontransferability. Unless otherwise provided by the Committee, no option, SAR, share of Restricted Stock, or Performance Unit under the Plan shall be transferable by the Participant otherwise than by will or, if the Participant dies intestate, by the laws of descent and distribution. All Awards shall be exercisable or received during the Participant's lifetime only by such Participant or his Personal Representative. Any transfer contrary to this Section 9.1 will nullify the Option, SAR, Performance Unit, or share of Restricted Stock.

Section 9.2 Adjustments Upon Changes in Stock. In case of any reorganization, recapitalization, stock split, stock dividend, combination of shares, merger, consolidation, rights offering, or any other changes in the corporate structure or shares of the Company, appropriate adjustments may be made by the Committee (or if the Company is not the surviving corporation in any such transaction, the board of directors of the surviving corporation) in the aggregate number and kind of shares subject to the Plan, and the number and kind of shares and the price per share subject to outstanding Options or which may be issued under outstanding Restricted Stock Awards or pursuant to unrestricted Campbell Stock Awards. Appropriate adjustments may also be made by the Committee in the terms of any Awards under the Plan, subject to Article XI, to reflect such changes and to modify any other terms of outstanding Awards on an equitable basis, including modifications of performance goals and changes in the length of Performance Periods.

Section 9.3 Amendment, Suspension, and Termination of Plan. (a) The Board may suspend or terminate the Plan or any portion thereof at any time, and may amend, subject to Section 11.6, the Plan from time to time in such respects as the Board may deem advisable in order that any Awards thereunder shall conform to any change in applicable laws or regulations or in any other respect the Board may deem to be in the best interests of the Company; provided, however, that no such amendment shall, without stockholder approval, (i) except as provided in Section 9.2, increase the number of shares of Campbell Stock which may be issued under the Plan, (ii) modify the requirements as to eligibility for participation in the Plan, (iii) materially increase the benefits accruing to Participants under the Plan, (iv) make any other change that would disqualify the Plan for purposes of the exemption provided by Rule 16b-3(c)(2) of the Securities and Exchange Commission, (v) reduce the Option Price below the Fair Market Value of Campbell Stock on the day the Option is awarded, (vi) permit the award of SARs other than in tandem with an Option, (vii) permit the exercise of an SAR during the first six months of its term except as otherwise provided herein, (viii) permit the exercise of an Option or SAR without surrender of the related SAR or Option, or (ix) extend the termination date of the Plan. No such amendment, suspension, or termination shall alter or impair any outstanding Options, SARs, shares of Restricted Stock, or Performance Units without the consent of the Participant affected thereby.

(b) With the consent of the Participant affected thereby, the Committee may amend or modify any outstanding Options. Restricted Stock Awards, or Performance Unit Awards in any manner to the extent that the Committee would have had the authority under the Plan initially to award such Options, SARs, Restricted Stock Awards, or Performance Unit Awards as so modified or amended, including without limitation, to change the date or dates as of which such Options or SARs may be exercised, to remove the restrictions

on shares of Restricted Stock, or to modify the manner in which Performance Units are determined and paid.

Section 9.4 Nonuniform Determinations. The Committee's determinations under the Plan, including without limitation, (i) the determination of the Key Employees to receive Awards, (ii) the form, amount, and timing of such Awards, (iii) the terms and provisions of such Awards and (iv) the agreements evidencing the same, need not be uniform and may be made by it selectively among Key Employees who receive, or who are eligible to receive, Awards under the Plan, whether or not such Key Employees are similarly situated. This Section 9.4 shall not apply to current Campbell Stock Awards to non-employee directors which shall be uniform and non-discretionary in accordance with Article XI.

Section 9.5 General Restriction. Each Award under the Plan shall be subject to the condition that, if at any time the Committee shall determine that (i) the listing, registration, or qualification of the shares of Campbell Stock subject or related thereto upon any securities exchange or under any state or federal law (ii) the consent or approval of any government or regulatory body, or (iii) an agreement by the Participant with respect thereto, is necessary or desirable, then such Award shall not become exercisable in whole or in part unless such listing, registration, qualification, consent, approval, or agreement shall have been effected or obtained free of any conditions not acceptable to the Committee.

Section 9.6 No Right To Employment. Neither the action of the Company in establishing the Plan, nor any action taken by it or by the Board or the Committee under the Plan, nor any provision of the Plan, shall be construed as giving to any person the right to be retained in the employ of the Company or any Subsidiary.

#### ARTICLE X CHANGE IN CONTROL OF THE COMPANY

Section 10.1 Contrary Provisions. Notwithstanding anything contained in the Plan to the contrary, the provisions of this Article X shall govern and supersede any inconsistent terms or provisions of the Plan.

#### Section 10.2 Definitions.

Change in Control. For purposes of the Plan "Change in Control" shall mean any of the following events: (a) The acquisition in one or more transactions by any "Person" (as the term person is used for purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "1934 Act")) of "Beneficial Ownership" (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of twenty-five percent (25%) or more of the combined voting power of the Company's then outstanding voting securities (the "Voting Securities"), provided, however, that for purposes of this Section 10.2(a), the Voting Securities acquired directly from the Company by any Person shall be excluded from the determination of such Person's Beneficial Ownership of Voting Securities (but such Voting Securities shall be included in the calculation of the total number of Voting Securities then outstanding); or

(b) The individuals who, as of January 25, 1990, are members of the Board (the "Incumbent Board"), cease for any reason to constitute at least two-thirds of the Board; provided, however, that if the election, or nomination for election by the Company's stockholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of the Plan, be considered as a member of the Incumbent Board; or

(c) Approval by stockholders of the Company of (1) a merger or consolidation involving the Company if the stockholders of the Company, immediately before such merger or consolidation, do not own, directly or indirectly immediately following such merger or consolidation, more than eighty percent (80%) of the combined voting power of the outstanding voting securities of the corporation resulting from such merger or consolidation in substantially the same proportion as their ownership of the Voting Securities immediately before such merger or consolidation or (2) a complete liquidation or dissolution of the Company or an agreement for the sale or other disposition of all or substantially all of the assets of the Company; or

(d) Acceptance of stockholders of the Company of shares in a share exchange if the stockholders of the Company, immediately before such share exchange, do not own, directly or indirectly immediately following such share exchange, more than eighty percent (80%) of the combined voting power of the outstanding voting securities of the corporation resulting from such share exchange in substantially the same proportion as their ownership of the Voting Securities outstanding immediately before such share exchange.

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because twenty-five percent (25%) or more of the then outstanding Voting Securities is acquired by (i) a trustee or other fiduciary holding securities under one or more employee benefit plans maintained by the Company or any of its subsidiaries, (ii) any corporation which, immediately prior to such acquisition, is owned directly or indirectly by the stockholders of the Company in the same proportion as their ownership of stock in the Company immediately prior to such acquisition, (iii) any "Grandfathered Dorrance Family Stockholder" (as hereinafter defined) or (iv) any Person who has acquired such Voting Securities directly from any Grandfathered Dorrance Family Stockholder but only if such Person has executed an agreement which is approved by two-thirds of the Board and pursuant to which such Person has agreed that he (or they) will not increase his (or their) Beneficial Ownership (directly or indirectly) to 30% or more of the outstanding Voting Securities (the "Standstill Agreement") and only for the period during which the Standstill Agreement is effective and fully honored by such Person. For purposes of this Section, "Grandfathered Dorrance Family Stockholder" shall mean at any time a "Dorrance Family Stockholder" (as hereinafter defined) who or which is at the time in question the Beneficial Owner solely of (v) Voting Securities Beneficially Owned by such individual on January 25, 1990, (w) Voting Securities acquired directly from the Company, (x) Voting Securities acquired directly from another Grandfathered Dorrance Family Stockholder, (y) Voting Securities which are also Beneficially Owned by other Grandfathered Dorrance Family Stockholders at the time in question, and (z) Voting Securities acquired after January 25, 1990 other than directly from the Company or from another Grandfathered Dorrance Family Stockholder by any "Dorrance Grandchild" (as hereinafter defined) provided that the aggregate amount of Voting Securities so acquired by each such Dorrance Grandchild shall not exceed five percent (5%) of the Voting Securities outstanding at the time of such acquisition. A "Dorrance Family Stockholder" who or which is at the time in question the Beneficial Owner of Voting Securities which are not specified in clauses (v), (w), (x), (y) and (z) of the immediately preceding sentence shall not be a Grandfathered Dorrance Family Stockholder at the time in question. For purposes of this Section, "Dorrance Family Stockholders" shall mean individuals who are descendants of the late Dr. John T. Dorrance, Sr. and/or the spouses, fiduciaries and foundations of such descendants. A "Dorrance Grandchild" means as to each particular grandchild of the late Dr. John T. Dorrance, Sr., all of the following taken collectively: such grandchild, such grandchild's descendants and/or the spouses, fiduciaries and foundations of such grandchild and such grandchild's descendants.

Moreover, notwithstanding the foregoing, (i) a Change in Control shall not be deemed to occur solely because any Person (the "Subject Person") acquired Beneficial Ownership of more than the permitted amount of the outstanding Voting Securities as a result of the acquisition of Voting Securities by the Company which, by reducing the number of Voting Securities outstanding, increases the proportional number of shares Beneficially Owned by the Subject Person, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of Voting Securities by the Company, and after such share acquisition by the Company, the Subject Person becomes the Beneficial Owner of any additional Voting Securities which increases the percentage of the then outstanding Voting Securities Beneficially Owned by the Subject Person, then a Change in Control shall occur and (ii) a Change in Control described in Section 10.2(a) with respect to any Participant shall not be deemed to occur by reason of the Participant's acquisition of Beneficial Ownership (including the acquisition of Beneficial Ownership by a group of which the Participant is a member) with respect to any transaction on which the Participant would rely on Rule 16b-3(e) promulgated under the Exchange Act.

Cause. For purposes of the Plan the term, "Cause" shall mean the termination of a Participant's employment by reason of his or her (a) conviction of a felony or (b) engaging in conduct which constitutes willful gross misconduct which is demonstrably and materially injurious to the Company, monetarily or otherwise. No act, nor failure to act, on the Employee's part, shall be considered "willful" unless he or she has acted, or failed to act, with an absence of good faith and without a reasonable belief that his or her action or failure to act was in the best interest of the Company.

Section 10.3 "Adjusted Fair Market Value" means, in the event of a Change in Control, the greater of (a) the highest price per share of Campbell Stock paid to holders of the shares of Campbell Stock in any transaction (or series of transactions) constituting or resulting in a Change in Control or (b) the highest Fair Market Value of a share of Campbell Stock during the ninety (90) day period ending on the date of a Change in Control.

Section 10.4 Upon a Change in Control, (a) all Options and SARs outstanding on the date of such Change in Control (other than any Options or SARs granted to David W. Johnson) shall become immediately and fully exercisable and (b) any Participant who may be subject to liability under Section 16(b) of Securities Exchange Act of 1934, as amended, (other than any Options or SARs granted to David W. Johnson) will be permitted to surrender for cancellation for a period of sixty (60) days commencing after the later of such Change in Control or the expiration of six months from the date of grant, any Option or SAR (or portion of an Option or SAR), other than an Incentive Stock Option granted prior to January 25, 1990, to the extent not yet exercised and the Participant will be entitled to receive a cash payment in an amount equal to the excess, if any, in respect of each Option or SAR surrendered, (1)(i) except as described in clause (ii) below, the greater of (x) the Fair Market Value, on the date preceding the date of surrender of the shares subject to the Option or SAR (or portion thereof) surrendered or (y) the Adjusted Fair Market Value of the Shares subject to the Option or SAR (or portion thereof) surrendered or (ii) in the case of an Incentive Stock Option or an SAR issued in connection with an Incentive Stock Option, the Fair Market Value, on the date preceding the date of surrender, of the Shares subject to the Option or SAR (or portion thereof) surrendered, over (2) the aggregate purchase price for such Shares under the Option or SAR.

Section 10.5 Upon a Change in Control, all restrictions upon any shares of Restricted Stock (other than Restricted Stock which is subject to performance related restrictions ("Performance Restricted Stock") and Restricted Stock granted to David W. Johnson) shall lapse immediately and all such shares shall

become fully vested in the Participant and shall promptly be delivered to the Participant.

Section 10.6 (a) Upon a Change in Control, the Participant (other than David W. Johnson) shall (1) become vested in, and restrictions shall lapse on, the greater of (i) fifty percent (50%) of the Performance Restricted Stock or Performance Units or (ii) a pro rata portion of such Performance Restricted Campbell Stock based on the portion of the Performance Period that has elapsed to the date of the Change in Control and the aggregate vesting percentage determined pursuant to this clause (ii) shall be applied to vesting first such awards granted the farthest in time preceding the Change in Control (the "Vested Performance Awards") and (2) be entitled to receive (A) in respect of all Performance Units which become vested as a result of a Change in Control, a cash payment within thirty (30) days after such Change in Control equal to the product of the then current value of a Performance Unit multiplied by the number of Performance Units which become vested in accordance with this Section 10.6 and (B) in respect of all shares of Performance Restricted Stock which become vested as a result of a Change in Control, the prompt delivery of such shares.

(b) With respect to any shares of Performance Restricted Stock or Performance Units which do not become vested pursuant to Section 10.6(a) (the "Continuing Awards"), such shares or units (or the proceeds thereof) shall continue to be outstanding for the remainder of the applicable Performance Period (as if such shares or units were the only shares or units granted in respect of each such Performance Period) and subject to the applicable Award Criteria as modified below.

Section 10.7 Deferred Awards Accounts. (a) Upon a Change in Control, each share of Campbell Stock credited to a Participant's Deferred Award Account shall be converted into cash in an amount equal to the greater of (a) the Fair Market Value per share of the Campbell Stock or (b) Adjusted Fair Market Value and shall thereafter be credited with interest as provided in Section 8.2(b) of Article VIII.

(b) Upon a Participant's termination of employment by the Participant or by his or her employer for any reason (other than for Cause) within two years following a Change in Control, the Company shall pay in a lump sum cash payment the value of his or her Deferred Award Account (together with any interest accrued thereon to the date of payment).

Section 10.8 Amendment or Termination. (a) This Article X shall not be amended or terminated at any time if any such amendment or termination would adversely affect the rights of any Participant under the Plan.

(b) For a period of twenty-four (24) months following a Change in Control, the Plan shall not be terminated (unless replaced by a comparable long-term incentive plan) and during such period the Plan (or such replacement plan) shall be administered in a manner such that Participants will be provided with long-term incentive awards producing reward opportunities generally comparable to those provided prior to the Change in Control. Any amendment or termination of the Plan prior to a Change in Control which (1) was at the request of a third party who has indicated an intention or taken steps reasonably calculated to effect a Change in Control or (2) otherwise arose in connection with or in anticipation of a Change in Control, shall be null and void and shall have no effect whatsoever.

(c) Following a Change in Control, the Plan shall be amended as necessary to make appropriate adjustments to the Award Criteria for the Continuing Awards for (a) any negative effect that the costs and expenses incurred by the Company and its Subsidiaries in connection with the Change in Control may have on the achievement of performance goals under the Plan and (b) any changes to the Company and/or its Subsidiaries (including, but not

limited to, changes in corporate structure, capitalization and increased interest expense as a result of the incurrence or assumption by the Company of acquisition indebtedness) following the Change in Control so as to preserve the reward opportunities and Award Criteria for comparable performance under the Plan as in effect on the date immediately prior to the Change in Control.

Section 10.9 Trust Arrangement. All benefits under the Plan represent an unsecured promise to pay by the Company. The Plan shall be unfunded and the benefits hereunder shall be paid only from the general assets of the Company resulting in the Participants having no greater rights than the Company's general creditors; provided, however, nothing herein shall prevent or prohibit the Company from establishing a trust or other arrangement for the purpose of providing for the payment of the benefits payable under the Plan.

#### ARTICLE XI

##### UNRESTRICTED CAMPBELL STOCK AWARDS FOR NON-EMPLOYEE DIRECTORS

Section 11.1 Award of Current Campbell Stock to Non-Employee Directors. An award of 200 shares of Campbell Stock (based on Company capitalization on September 23, 1991, and adjusted for any change in such capital structure pursuant to Section 11.2) shall be made on December 1, 1991, to each non-employee director who is elected at the Annual Meeting of Shareowners on November 21, 1991. Thereafter, awards of 200 shares of Campbell Stock shall be made on December 1 of succeeding years to each non-employee director who is elected at subsequent Annual Meetings of Shareowners. Non-employee directors who are not initially elected at an Annual Meeting of Shareowners shall receive a pro rata portion of 200 shares of Campbell Stock within 10 business days of his or her election based on the number of months remaining from date of election until the next Annual Meeting of Shareowners divided by twelve. Any fractional shares resulting from such calculation shall be rounded up to the nearest whole number.

Section 11.2 Stock Split, Stock Dividend, or Extraordinary Distribution. In the event the number of shares of Campbell Stock is increased at any time after September 23, 1991, by a stock split, by declaration by the Board of a dividend payable only in shares of such stock, or by any other extraordinary distribution of shares, the number of shares granted pursuant to Section 11.1 shall be proportionately adjusted.

Section 11.3 Organizational Changes. In the event a merger, consolidation, reorganization, or other change in corporate structure which materially changes the terms or value of the Campbell Stock, the number of shares granted pursuant to Section 11.1 shall be adjusted in such manner as the Board in its sole discretion shall determine to be equitable and consistent with the purposes of this Article XI. Such determination shall be conclusive for all purposes with respect to the grant made in Section 11.1 Such adjustment shall comply with the restriction on amendments set forth in Section 11.6

Section 11.4 Election by Non-employee Directors to Receive Campbell Stock. Each non-employee director may elect to receive all or a portion (in 10% increments) of the annual cash retainer for Board service and other cash compensation in shares of Campbell Stock, which will be issued quarterly. Such election shall be irrevocable and shall be made at least six months in advance of the date the non-employee director receives the quarterly payment. Only whole numbers of shares will be issued and any fractional shares shall be paid in cash. For purposes of computing the number of shares earned and their taxable value each quarter, the value of each share shall be equal to the mean between the reported high and low prices of Campbell Stock on the New York Stock Exchange composite tape on the last business day of the quarter. If a Participant dies prior to payment of all shares earned, the balance due

shall be payable in full to the Participant's designated beneficiary under the Director's Retirement Program, or, if none, to the Participant's estate, in cash.

Section 11.5 No right to Continuance as a director. Neither the action of the Company in establishing the Plan, nor the awarding of current Campbell Stock shall be deemed (i) to create any obligation on the part of the Board to nominate any director for reelection by the Company's shareowners or (ii) to be evidence of any agreement or understanding, express or implied, that the director has a right to continue as a director for any period of time or at any particular rate of compensation.

Section 11.6 Amendment. The amount, pricing and timing of unrestricted Campbell Stock Awards set forth in Section 11.1 shall not be amended (including amendments to reflect adjustments pursuant to Section 11.3) more than once every six months, other than to comport with changes in the Code, the Employee Retirement Income Security Act of 1974, as amended, or the rules thereunder.

ARTICLE XII  
UNRESTRICTED CAMPBELL STOCK AWARDS FOR KEY EMPLOYEES

Section 12.1 The Committee may make awards of unrestricted Campbell Stock to Key Employees in recognition of outstanding achievements or as a supplemental award for Key Employees who receive Restricted Stock Awards when Company performance exceeds the established financial goals.

Section 12.2 Each certificate for unrestricted Campbell Stock shall be registered in the name of the Participant and immediately be delivered to him or her.

## CAMPBELL SOUP COMPANY

SUPPLEMENTAL RETIREMENT BENEFIT PROGRAM  
(As Amended June 24, 1993)

## SECTION 1. PURPOSE

The purpose of the Program is to provide selected management or highly compensated employees of the Company and its Subsidiaries who are or were hired as executives in key management positions in the midst of their business careers with retirement benefits that may supplement the retirement income that they receive from designated Company sources, including the Qualified Plan and the Nonqualified Plans.

## SECTION 2. DEFINITIONS

The following words and phrases, as used in the Program, shall have these meanings:

(a) "Board" means the Board of Directors of the Company.

(b) "Committee" means the Compensation and Organization Committee of the Board.

(c) "Company" means Campbell Soup Company, its successors and assigns.

(d) "Effective Date" means the date on which this Program becomes effective pursuant to the provisions of Section 7 below.

(e) "Nonqualified Plans" means the Company's excess benefit and supplemental pension arrangements as in effect from time to time on and after the Effective Date, but not including this Program or any other supplemental pension arrangement adopted on or after the Effective Date.

(f) "Program" means the Company's Supplemental Retirement Benefit Program set forth herein and as amended from time to time.

(g) "Qualified Plan" means the Campbell Soup Company Retirement and Pension Plan for Salaried Employees as in effect from time to time on and after the Effective Date.

(h) "Subsidiary" means a domestic corporation, the majority of the voting stock of which is owned directly or indirectly by the Company.

(i) "Supplemental Retirement Benefit Agreement" means a written agreement, containing the terms and conditions set forth in Attachment A to the Program or such other terms and conditions as the Committee may, in its discretion, determine in accordance with Section 3 below, which may be entered into between the Company and an eligible individual pursuant to Section 3 below.

(j) "Years of Service" means all the Executive's Years of Service, as that term is defined in the Qualified Plan, in the employ of the Company and any Subsidiary.

SECTION 3. SUPPLEMENTAL RETIREMENT BENEFIT AGREEMENTS FOR  
SELECTED EXECUTIVES

The individuals eligible for Supplemental Retirement Benefit Agreements under the Program are employees of the Company or a Subsidiary who were hired before, on or after the Effective Date as executives in key management positions. The individuals to be covered by Supplemental Retirement Benefit Agreements shall be selected from among those eligible at any time and from time to time by the Committee in its sole discretion on recommendation of

the Chief Executive Officer of the Company. Each individual so selected, in order to receive benefits under the Program, must enter into with the Company a Supplemental Retirement Benefit Agreement, to be properly signed by the individual and by a duly authorized officer of the Company; provided that in no event shall any benefits be payable hereunder if the individual shall voluntarily and without the written consent of the Company terminate his employment with the Company or Subsidiary within one year after being so selected or such longer period as the Committee may determine. The grant of benefits under the Program to an individual shall not imply or preclude the grant of benefits under other programs of the Company.

SECTION 4. GENERAL PROVISIONS

(a) Adoption of Program by Subsidiaries.

(i) Any Subsidiary may, with the consent of its board of directors and the approval of the Committee, participate in the Program for the benefit of one or more of its employees.

(ii) The costs of the Program (including benefits paid thereunder) shall be shared by the participating Subsidiaries on a pro rata basis as determined by the Committee.

(b) Construction. This Program (i) is not intended to be qualified under section 401(a) of the Internal Revenue Code of 1954, as amended, and (ii) is intended to meet the requirements of sections 201(2), 301(a)(3) and 401(a)(1) of the Employee

Retirement Income Security Act of 1974. This Program shall be administered, interpreted and construed to carry out such intentions, and any provision hereof that cannot be so administered, interpreted and construed shall to that extent be disregarded.

(c) Qualified and Nonqualified Plans not Affected. Any benefits payable pursuant to this Program are intended to be in excess of those, if any, payable under the Qualified Plan and the Nonqualified Plans.

(d) Administration; Finality of Decisions. The Program shall be administered by the Committee. The Committee shall have all necessary powers to administer and interpret the Program, as well as any Supplemental Retirement Benefit Agreement issued thereunder. The Committee shall have full power and authority to adopt such rules, regulations and instruments for the administration of the Program as it deems necessary or advisable. The Committee's interpretations of the Program and of any Supplemental Retirement Benefit Agreement issued thereunder, as well as all actions taken and determinations made by the Committee pursuant to the powers vested in it hereunder, shall be conclusive and binding on all parties concerned.

(e) Failure to Satisfy Conditions. If the Executive shall fail to satisfy any of the conditions set forth in Section 2 of the Supplemental Retirement Benefit Agreement, the Company shall not be obligated after such failure to pay any benefits remaining to be paid to or on behalf of the Executive, provided that, in the case of any alleged failure to satisfy the conditions set

forth in Sections 2(b) or 2(c) of the Supplemental Retirement Benefit Agreement, all of the following shall have taken place:

(i) the Secretary of the Company, at the direction of the Committee, shall have given written notice to the Executive (hereafter referred to as the "Notice") setting forth with reasonable specificity (A) the alleged failure, and (B) the loss of rights to benefits that will occur unless the Executive rectifies such failure to the satisfaction of the Committee within 30 days after his receipt of the Notice;

(ii) the Executive shall not have rectified such failure to the satisfaction of the Committee within 30 days after his receipt of the Notice; and

(iii) the Secretary of the Company at the direction of the Committee and after the expiration of the 30-day period referred to in clause (ii) above, shall have given written notice to the Executive that, in the opinion of the Committee, he has not rectified the failure.

(f) Acceleration on Default. If the Company fails to pay in a timely manner the benefits due an Executive or his beneficiary under this Program and his Supplemental Retirement Benefit Agreement and if the Company neglects to remedy such failure within thirty days after having received written notice of it from the Executive or his beneficiary, then the Company shall thereupon pay to the Executive or his beneficiary as the case may be in full discharge of its obligations the lump-sum actuarial equivalent of all benefits remaining to be paid.

(g) Actuarial Calculations. Whenever it shall be necessary or appropriate to make an actuarial calculation under this Program the same actuarial factors, assumptions and procedures shall be followed as are used under the Qualified Plan.

(h) Withholding. The Company may withhold from any benefits to be paid under this Program such amounts as it determines are required to be withheld under the laws or regulations of any governmental authority.

(i) Claims Procedure. Any claim for benefits under this Program shall be delivered in writing by the Executive or his representative to the Committee in accordance with such rules as the Committee may from time to time establish. Within a reasonable time after receiving any claim for benefits under the Program, the Committee shall inform the claimant in writing whether such claim is allowed or denied. Any denial by the Committee of any claim for benefits under the Program shall be stated in writing by the Committee and delivered or mailed to the claimant and such notice shall be written in a manner calculated to be understood by the claimant and shall include (i) the specific reasons for the denial, including where appropriate, references to the Program, (ii) any additional information necessary to perfect the claim with an explanation of why the information is necessary and (iii) an explanation of the procedure for perfecting the claim. The claimant shall have 60 days after receipt of written notification of denial of his claim in which to file a written appeal with the Committee. As a part of any such appeal, the claimant may submit issues and comments

in writing and shall, on request, be afforded an opportunity to review any documents pertinent to the perfection of his claim. The Committee shall render a written decision on the claimant's appeal ordinarily within 60 days of receipt thereof but, in no case, later than 120 days.

(j) No Employment Rights. Neither the action of the Company in establishing the Program, nor any action taken by it or by the Board or the Committee under the Program, nor any provision of the Program, shall be construed as giving to any person the right to be retained in the employ of the Company or any Subsidiary.

(k) Unfunded Obligation. The Executive and his beneficiary shall not have any right, title or interest whatsoever in any investments which the Company or a Subsidiary may make to aid it in meeting its obligations under this Program. All benefits under the Program represent an unsecured promise to pay by the Company. The Program shall be unfunded and the benefits hereunder shall be paid only from the general assets of the Company resulting in the Executives having no greater rights than the Company's general creditors; provided, however, nothing herein shall prevent or prohibit the Company from establishing a trust or other arrangement for the purpose of providing for the payment of the benefits payable under the Program.

(l) Rights Non-Transferable. To the extent permitted by law, no benefit under this Program shall be transferable, alienable or assignable by the Executive or any beneficiary, nor shall any such right, interest or benefit be subject to

anticipation, encumbrance, garnishment, attachment, execution or levy of any kind, voluntary or involuntary. Any attempt, voluntary or otherwise, to effect any such action shall, to the full extent permitted by law, be null and void. If, by reason of any attempt of the Executive or any beneficiary to alienate, charge, encumber or otherwise dispose of any benefit under this Program, or by reason of bankruptcy or insolvency, or because of any attachment, garnishment or other judicial or administrative proceedings, such benefit of the Executive or his beneficiary would (except for this paragraph) be payable to some person other than the Executive or his beneficiary, then the Committee may (in its sole discretion) terminate such benefit. Thereafter, the Committee may, in its sole discretion, apply all or any portion of the benefits that would otherwise have been payable, but for such termination, to the support and maintenance of the Executive or his beneficiary, as the case may be, or of a dependent family member.

(m) Facility of Payment. If the Committee finds that the Executive or any beneficiary to whom a benefit is payable hereunder is unable to care for his affairs because of physical, mental or legal incompetence, the Committee, in its sole discretion, may cause any payment due to him hereunder for which prior claim has not been made by a duly qualified guardian or other legal representative to be paid to the person deemed by the Committee to be maintaining or responsible for the maintenance of the Executive or his beneficiary; and any such payment shall be deemed a

payment for the account of the Executive or his beneficiary and shall constitute a complete discharge of any liability therefor under this Program. If an individual dies before receiving all the payments due him and without having a designated beneficiary, such payments may be made to his estate or to such relative or relatives of the deceased as the Committee deems advisable, preference being given to the following classes in the order named: (i) spouse, (ii) children, (iii) parents or (iv) other relatives by blood, marriage or adoption; and the receipt of such relative or relatives shall be a valid and complete discharge for the payment of such benefit.

(n) Severability. In the event that any provision of this Program, or of any Supplemental Retirement Benefit Agreement issued thereunder, shall be determined to be invalid or unenforceable for any reason, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

(o) Notices.

(i) Any instrument to be delivered under this Program, or any Supplemental Retirement Benefit Agreement issued thereunder, to the Committee shall be deemed to have been properly delivered if and when received by the Secretary of the Company at the Company's General Offices.

(ii) Any instrument to be delivered under this Program to the Executive or his beneficiary shall be deemed to have been properly delivered in each case if and when received by the Executive or his beneficiary or upon deposit thereof, in a post office box regularly maintained by the United States

Government, in an envelope, properly stamped, addressed to the Executive or his beneficiary at his address as it appears from time to time on the books of the Company.

(p) Miscellaneous. Use of the masculine gender in the Program and in any Supplemental Retirement Benefit Agreement issued thereunder shall be deemed to include the feminine gender. Headings are given to sections and paragraphs solely as a convenience to facilitate reference; such headings shall not affect the construction of any provision of the Program or any Supplemental Retirement Benefit Agreement issued thereunder.

SECTION 5. AMENDMENT, SUSPENSION OR TERMINATION

The Board may amend, suspend or terminate the Program in whole or part; but no such amendment, suspension or termination may adversely affect payment to an individual of benefits based upon his Years of Service to the date of such amendment, suspension or termination so long as he has previously entered into a Supplemental Retirement Benefit Agreement with the Company.

SECTION 6. GOVERNING LAW

The provisions of the Program and of any Supplemental Retirement Benefit Agreement issued thereunder shall be construed, administered and enforced in accordance with the laws of the State of New Jersey.

SECTION 7. EFFECTIVE DATE

The Program shall become effective when adopted by the Board, and shall continue in effect until terminated in accordance with Section 5 above.

#### SECTION 8. CHANGE IN CONTROL

(a) **Contrary Provisions.** Notwithstanding anything contained in the Program or in any Supplemental Retirement Benefit Agreement (an "Agreement") to the contrary, the provisions of this Section 8 shall govern and supercede any inconsistent terms or provisions of the Program or any Agreement.

(b) **Definitions.**

Change in Control. For purposes of the Program "Change in Control" shall mean any of the following events:

(A) The acquisition in one or more transactions by any "Person" (as the term person is used for purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "1934 Act")) of "Beneficial Ownership" (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of twenty-five percent (25%) or more of the combined voting power of the Company's then outstanding voting securities (the "Voting Securities"), provided, however, that for purposes of this Section 8(b)(A), the Voting Securities acquired directly from the Company by any Person shall be excluded from the determination of such Person's Beneficial Ownership of Voting Securities (but such Voting Securities shall be included in the calculation

of the total number of Voting Securities then outstanding); or

(B) The individuals who, as of January 25, 1990, are members of the Board (the "Incumbent Board"), cease for any reason to constitute at least two-thirds of the Board; provided, however, that if the election, or nomination for election by the Company's stockholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of the Program, be considered as a member of the Incumbent Board; or

(C) Approval by stockholders of the Company of (1) a merger or consolidation involving the Company if the stockholders of the Company, immediately before such merger or consolidation, do not own, directly or indirectly immediately following such merger or consolidation, more than eighty percent (80%) of the combined voting power of the outstanding voting securities of the corporation resulting from such merger or consolidation in substantially the same proportion as their ownership of the Voting Securities immediately before such merger or consolidation or (2) a complete liquidation or dissolution of the Company or an agreement for the sale or other disposition of all or substantially all of the assets of the Company; or

(D) Acceptance of stockholders of the Company of shares in a share exchange if the stockholders of the

Company, immediately before such share exchange, do not own, directly or indirectly immediately following such share exchange, more than eighty percent (80%) of the combined voting power of the outstanding voting securities of the corporation resulting from such share exchange in substantially the same proportion as their ownership of the Voting Securities outstanding immediately before such share exchange.

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because twenty-five percent (25%) or more of the then outstanding Voting Securities is acquired by (i) a trustee or other fiduciary holding securities under one or more employee benefit plans maintained by the Company or any of its subsidiaries, (ii) any corporation which, immediately prior to such acquisition, is owned directly or indirectly by the stockholders of the Company in the same proportion as their ownership of stock in the Company immediately prior to such acquisition, (iii) any "Grandfathered Dorrance Family Stockholder" (as hereinafter defined) or (iv) any Person who has acquired such Voting Securities directly from any Grandfathered Dorrance Family Stockholder but only if such Person has executed an agreement which is approved by two-thirds of the Board and pursuant to which such Person has agreed that he (or they) will not increase his (or their) Beneficial Ownership (directly or indirectly) to 30%

or more of the outstanding Voting Securities (the "Standstill Agreement") and only for the period during which the Standstill Agreement is effective and fully honored by such Person. For purposes of this Section, "Grandfathered Dorrance Family Stockholder" shall mean at any time a "Dorrance Family Stockholder" (as hereinafter defined) who or which is at the time in question the Beneficial Owner solely of (v) Voting Securities Beneficially Owned by such individual on January 25, 1990, (w) Voting Securities acquired directly from the Company, (x) Voting Securities acquired directly from another Grandfathered Dorrance Family Stockholder, (y) Voting Securities which are also Beneficially Owned by other Grandfathered Dorrance Family Stockholders at the time in question, and (z) Voting Securities acquired after January 25, 1990 other than directly from the Company or from another Grandfathered Dorrance Family Stockholder by any "Dorrance Grandchild" (as hereinafter defined) provided that the aggregate amount of Voting Securities so acquired by each such Dorrance Grandchild shall not exceed five percent (5%) of the Voting Securities outstanding at the time of such acquisition. A "Dorrance Family Stockholder" who or which is at the time in question the Beneficial Owner of Voting Securities which are not specified in clauses (v), (w), (x), (y) and (z) of the immediately preceding sentence shall not be a Grandfathered Dorrance Family Stockholder at the time in question. For purposes of this Section, "Dorrance Family Stockholders"

shall mean individuals who are descendants of the late Dr. John T. Dorrance, Sr. and/or the spouses, fiduciaries and foundations of such descendants. A "Dorrance Grandchild" means as to each particular grandchild of the late Dr. John T. Dorrance, Sr., all of the following taken collectively: such grandchild, such grandchild's descendants and/or the spouses, fiduciaries and foundations of such grandchild and such grandchild's descendants.

Moreover, notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person (the "Subject Person") acquired Beneficial Ownership of more than the permitted amount of the outstanding Voting Securities as a result of the acquisition of Voting Securities by the Company which, by reducing the number of Voting Securities outstanding, increases the proportional number of shares Beneficially Owned by the Subject Person, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of Voting Securities by the Company, and after such share acquisition by the Company, the Subject Person becomes the Beneficial Owner of any additional Voting Securities which increases the percentage of the then outstanding Voting Securities Beneficially Owned by the Subject Person, then a Change in Control shall occur.

Cause. For purposes of the Program, a termination for "Cause" is a termination evidenced by a resolution adopted in good faith by two-thirds of the Board that the Executive (a) intentionally and continually failed to substantially perform his duties with the Company (other than a failure resulting from the Executive's incapacity due to physical or mental illness) which failure continued for a period of at least thirty (30) days after a written notice of demand for substantial performance has been delivered to the Executive specifying the manner in which the Executive has failed to substantially perform, or (b) intentionally engaged in conduct which is demonstrably and materially injurious to the Company, monetarily or otherwise; provided, however that no termination of the Executive's employment shall be for Cause as set forth in clause (b) above until (x) there shall have been delivered to the Executive a copy of a written notice setting forth that the Executive was guilty of the conduct set forth in clause (b) and specifying the particulars thereof in detail, and (y) the Executive shall have been provided an opportunity to be heard by the Board (with the assistance of the Executive's counsel if the Executive so desires). No act, nor failure to act, on the Executive's part, shall be considered "intentional" unless he has acted, or failed to act, with an absence of good faith and without a reasonable belief that his action or failure to act was in the best interest of the Company. Notwithstanding anything contained in the Program to the

contrary, in the case of any Executive who is a party to a severance protection agreement, no failure to perform by the Executive after a Notice of Termination (as defined in the Executive's severance protection agreement) is given by the Executive shall constitute Cause for purposes of the Program.

(c) Termination of Employment. If an Executive's employment is terminated by the Company (other than for Cause) or by the Executive for any reason within two (2) years following a Change in Control, the Company shall, within thirty (30) days, pay to the Executive a lump sum cash payment equal to the lump sum Actuarial Equivalent of his accrued benefit as of the date of his termination of employment whether or not the Executive is otherwise vested in his accrued benefit; provided, however, that for this purpose, the term Actuarial Equivalent shall have the same meaning as such term is used in Campbell's Soups Retirement and Pension Plan for Salaried Employees as in effect from time to time on or after the Effective Date.

(d) Amendment or Termination.

(i) This Section 8 shall not be amended or terminated at any time.

(ii) For a period of two (2) years following a Change in Control, the Program shall not be terminated or amended in any way, nor shall the manner in which the Program is administered be changed in a way that

adversely affects the Executive's right to existing or future Company provided benefits or contributions provided hereunder, including, but not limited to, any change in, or to, the eligibility requirements, benefit formulae and manner and optional forms of payments.

(iii) Any amendment or termination of the Program prior to a Change in Control which (A) was at the request of a third party who has indicated an intention or taken steps reasonably calculated to effect a Change in Control or (B) otherwise arose in connection with, or in anticipation of, a Change in Control, shall be null and void and shall have no effect whatsoever.

SUPPLEMENTAL RETIREMENT BENEFIT AGREEMENT  
(As Amended March 28, 1991)

SUPPLEMENTAL RETIREMENT BENEFIT AGREEMENT ("Agreement") between CAMPBELL SOUP COMPANY, a New Jersey corporation ("Company"), and ("Executive"), dated the        day of        , 19        ("Effective Date" of the Agreement).

WITNESSETH:

WHEREAS, the Executive is a management or highly compensated employee of the Company or one of its Subsidiaries;

WHEREAS, the Company maintains certain retirement plans known as the Campbell's Soups Retirement and Pension Plan for Salaried Employees and the Company's excess benefit and supplemental pension arrangements (collectively, "Retirement Plans");

WHEREAS, the Company has adopted the Supplemental Retirement Benefit Program ("Program"), the text of which is attached to and made a part of this Agreement; and

WHEREAS, the Company, as an inducement for the Executive to enter into or remain in its employ or the employ of a Subsidiary, wishes to provide some assurance to the Executive, on the terms and conditions stated in the Program and in this Agreement, that his retirement income from designated Company sources, including the Retirement Plans, will meet a specified minimum level;

NOW, THEREFORE, the parties hereby agree as follows:

## 1. DEFINITIONS

The following words and phrases, as used in this Agreement, shall have these meanings:

(a) "Adjusted Final Pay" means the Executive's Final Pay as that term is defined in the Qualified Plan, but for that purpose including in "Annualized Earnings", as that term is defined in the Qualified Plan, any contingent awards of incentive compensation awarded to him under Campbell's Soups Management Worldwide Incentive Plan.

(b) "Board", "Committee", "Nonqualified Plans", "Qualified Plan", "Subsidiary" and "Years of Service" shall have the same meanings as indicated in Section 2 of the Program.

(c) "Effective Retirement Date" means the Executive's Effective Retirement Date as that term is defined in the Qualified Plan.

(d) "Normal Retirement Date" means the Executive's Normal Retirement Date as that term is defined in the Qualified Plan.

(e) "Social Security Covered Compensation" means the average annual amount of compensation on which the old age benefits for an individual age 65 would be computed under the Federal Social Security Act in effect at the time of termination of his employment, assuming such individual had always earned compensation at least equal to the wage base subject to tax under the Federal Insurance Contributions Act.

## 2. CONDITIONS TO BENEFIT ENTITLEMENT

Subject to the provisions of Section 4(e) of the Program, each payment of benefits under this Agreement shall be subject to the conditions that:

(a) the Executive's employment with the Company and its Subsidiaries shall not have terminated as a result of dismissal, or resignation without the consent of the Company, within five (5) years after the Effective Date of this Agreement, provided that the termination of employment as a result of death or Total Disability, as that term is defined in the Qualified Plan, at any time after the Effective Date of this Agreement shall not deprive the Executive of benefits based upon his Years of Service to the date of his death or Total Disability.

(b) the Executive's employment with the Company and its Subsidiaries shall not have been terminated for willful, deliberate or gross misconduct; and

(c) prior to such payment, the Executive shall not have engaged in conduct materially detrimental to the interests of the Company or any Subsidiary, including, without limitation, engaging in any business competitive with a business in which the Company or a Subsidiary (i) was engaged at any time during the Executive's employment with the Company and its Subsidiaries and (ii) is engaged at the time the Executive is engaged in the competitive business.

### 3. BENEFITS

#### A. Benefit Formula

The Executive shall, subject to the terms and conditions of Section 2 above and the other provisions of the Program and this Agreement, upon retirement on his Effective Retirement Date, be entitled to a straight life annuity, payable in monthly installments commencing on his Normal Retirement Date and with 60 monthly installments guaranteed, equal to the excess, if any, of (a) over (b) where

(a) is the sum of:

(i) two and four-tenths (2.4%) of his Adjusted Final Pay up to the Social Security Covered Compensation multiplied by his Years of Service not in excess of five (5), plus one and two tenths percent (1.2%) of his Adjusted Final Pay up to the Social Security Covered Compensation multiplied by his Years of Service, if any, in excess of five (5) but not in excess of twenty (20), plus

(ii) three and six tenths percent (3.6%) of his Adjusted Final Pay in excess of the Social Security Covered Compensation multiplied by his Years of Service not in excess of five (5) plus one and eight tenths (1.8%) of his Adjusted Final Pay in excess of the Social Security Covered Compensation multiplied by his Years of Service, if any, in excess of five (5) but not in excess of twenty (20); and

(b) is the sum of:

(i) the straight life annuity payable to the Executive in monthly installments, commencing on his Normal Retirement

Date and with 60 monthly installments guaranteed, under the Qualified Plan, and

(ii) the annual retirement benefit payable to the Executive on a five-year certain and life annuity basis commencing on his Normal Retirement Date under the Nonqualified Plans.

B. Maximum Benefit

Notwithstanding the foregoing calculation, the Executive's benefit under the Program shall not exceed the excess of (a) over (b) where

(a) is a straight life annuity retirement benefit calculated under the applicable provisions of the Campbell's Soups Retirement and Pension Plan for Salaried Employees calculated as if the Executive had years of service equal to (i) his pensionable service with the Company and prior employers, or (ii) his service with the Company calculated as if he had been employed at age 30, whichever is greater; and

(b) is the sum of:

(i) the straight life annuity payable to the Executive in monthly installments, commencing on his Normal Retirement Date and with 60 monthly installments guaranteed, under the Qualified Plan;

(ii) the annual retirement benefit payable to the Executive on a five-year certain and life annuity basis

commencing on his Normal Retirement Date under the Nonqualified Plans;  
and

(iii) the annual retirement benefit payable to the Executive on a life annuity basis commencing on his Normal Retirement Date under all defined benefit pension plans of prior employers.

4. TIME AND FORM OF PAYMENT; BENEFICIARY

(a) Subject to the provisions of the Program, Section 2 above and the other provisions of this Agreement, the annual retirement benefit payable under Section 3 above shall be paid commencing at the same time and with the same reductions, if any, for commencement of benefits before Normal Retirement Date, and in the same optional form, and shall be provided with the same death benefits, if any, as the Executive's retirement benefits under the Qualified Plan. Any adjustments and reductions shall be made using the same actuarial factors as apply under the Qualified Plan.

(b) Subject to the provisions of the Program, Section 2 above and the other provisions of this Agreement, if no retirement benefits are payable to the Executive under the Qualified Plan, then the Executive

(i) may elect a joint and survivor or any other optional form of payment provided under the Qualified Plan for payment of his benefits under Section 3 above;

(ii) may elect to receive his benefits under Section 3 above commencing at the same time as he would be permitted

to receive retirement benefits under the Qualified Plan if he were fully vested thereunder; and

(iii) shall be provided the same death benefits and optional forms of payment with respect to his benefits under Section 3 above as would be provided under the Qualified Plan if the Executive were fully vested thereunder.

In clauses (i), (ii) and (iii) above, the same terms and conditions (including without limitation actuarial adjustments, early retirement reduction factors, coverage charges, and election requirements) shall apply as would apply under the Qualified Plan.

(c) The beneficiary of the Executive under the Qualified Plan shall automatically be deemed to be designated as the recipient of the retirement benefits, if any, payable under Section 3 in the event of the Executive's death. If no benefits are payable to the Executive under the Qualified Plan, the Executive may designate a beneficiary to receive the portion, if any, of the benefits payable under Section 3 above in the event of the Executive's death, on the same terms and conditions as apply to the designation of a beneficiary under the Qualified Plan.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the above-recited Effective Date.

[SEAL]

CAMPBELL SOUP COMPANY

ATTEST:

By:

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President

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Secretary

-----

Executive

A-8

## PERSONAL CHOICE

A Flexible Reimbursement Program for Campbell Soup Company Executives

## IN RECOGNITION OF YOUR LEADERSHIP

Campbell Soup Company depends on you for a great many things. Our shareowners look to you to guide the Company through increasingly challenging times. And your employees count on you to set the direction, tone, and example for how we do business.

To reward you for your ongoing contributions to the Company, Campbell is introducing Personal Choice. It signals the Company's appreciation for your leadership and commitment and is designed to make your life a little easier to manage.

This brochure offers a brief description of the new program - how it works, what it offers, and how you use it. However, you'll find here just a description of the program. The true value of the program can only be realized by using it.

So, please spend a few minutes reviewing the information here. Then begin taking advantage of the new rewards that accompany the challenge of your leadership position.

## HOW THE PROGRAM WORKS

## For Executives Only

Personal Choice is a special program that is available only to the executive team of Campbell Soup Company. Your membership in the program is a reflection of your position in the Company, and all the unique challenges that come with it.

## Supplemental Compensation by Level

Personal Choice provides you with access to supplemental compensation above and beyond the total compensation you receive as a Campbell executive.

Your level of participation depends on your level of responsibility within the Company. The greater your responsibility at Campbell, the higher your Personal Choice compensation.

The Company provides different amounts for each of the four executive groups that qualify for participation in Personal Choice. The letter that accompanies this brochure describes your Personal Choice compensation amount.

These are the four executive groups that participate in Personal Choice:

Group	Level	Amount Reimbursed
- - - - -	- - - - -	- - - - -
Group I	C E O	20,000
Group II	Level 50 and above	12,000 receipts 12,000 car allowance
Group III	Levels 46 and 48	12,000
Group IV	Levels 40-44	6,000

#### FLEXIBILITY IS THE KEY

Personal Choice gives you the flexibility to choose how your supplemental compensation is spent. You may be reimbursed for any eligible expenses (described in the Personal Choice Menu) - up to your supplemental compensation limit.

Under this approach, you tailor the program to fit your lifestyle, preferences, and needs. And, you help ensure that the Company's contribution is applied toward those items that you and your family value most.

#### EXPENSES YOU MAY RECOVER

Personal Choice offers reimbursement for a wide array of personal expenses you may incur in managing the many aspects of your personal and professional life.

A brief description of coverage follows each item.

## PERSONAL CHOICE MENU

Personal Choice will reimburse you for:

**Airline VIP Club Memberships**

The cost of participating in any airline's OVIPO club or program.

**Automobile Security System**

Any devices or systems you use to prevent or deter theft of your car or its components.

**Dining/University Club**

Initial and ongoing fees for membership in a dining or university/college club.

**Exercise Equipment**

The purchase of any type of equipment used to maintain your physical fitness and health. For example, treadmills, stationary bicycles, weights and weight systems, and rowing machines.

**Financial Planning & Tax Preparation**

Fees associated with services rendered by a professional financial planner, attorney or accounting firm. Does not include cost of services rendered by employees of Campbell Soup Company, or by relatives of the participating executive.

**Health/Sport Club Membership**

Membership fees, dues, or maintenance costs associated with your participation in health, fitness, or athletic clubs (such as tennis, swimming, squash, or racquetball clubs).

**Home Computers**

The cost of personal computers and supporting hardware and software for non-business use. (Campbell provides for business computing needs.)

**Home Maintenance Services**

Expenses related to the regular, ongoing maintenance and upkeep of your home. Typically includes lawn care, cleaning, and snow removal. Does not cover capital improvements.

**Legal Counsel**

Expenses related to services provided by a certified, practicing attorney or legal assistant for any type of legal counsel. Does not include cost of services rendered by employees of Campbell Soup Company, or by relatives of the participating executive. Also does not apply to fees incurred in any action in which your interest conflicts with the Company's.

**Personal Excess Liability Insurance**

The cost of Umbrella or Catastrophic insurance, which supplements your normal coverage.

**Residential Security System or Service**

The cost of any electronic systems you purchase or services you engage for the protection of your private residence. Applies to both your primary and secondary homes.

**Social Club**

Initial and ongoing fees for membership in a social, golf, or country club.

**Spousal Travel**

Travel expenses incurred as a result of your spouse accompanying you on business trips when his/her presence is not a business requirement.

**Will Preparation**

Legal and other professional service fees you incur in the process of preparing a legally recognized will. Also applies to preparation of living will, power-of-attorney, and related documents.

**How You Are Reimbursed**

Receiving reimbursement for your expenditures is a simple, straightforward process:

Step 1: You purchase an item, or pay a service fee, for anything listed on the Personal Choice menu.

Step 2: At the end of each fiscal quarter, you attach all bills and receipts to a completed Personal Choice reimbursement form. Mail or deliver the form to:

Corporate Compensation  
Box 35-G  
Campbell Soup Company  
Campbell Place  
Camden, NJ 08103

Step 3: Your Personal Choice account will be debited the gross amount of the approved menu item(s) for which you provided documentation - up to the maximum amount available in your account.

Step 4: Your reimbursement request will be forwarded to your local Payroll department for processing with the next regular payroll.

Step 5: You will receive your reimbursement check through the U.S. mail at your home in the pay period that follows Payroll's receipt of your claim. Your reimbursement check will be for the total amount of eligible expenses submitted, less applicable withholding taxes.

#### Your Personal Choice Compensation Is Taxable

Your Personal Choice compensation is taxable, which means that, according to current tax law:

- Your gross reimbursement from the Plan will be included as taxable income in your W-2 statement each year, and subject to federal, state, and local taxes; and

- Your reimbursement checks will be subject to 28% federal income tax withholding (the supplemental rate), as well as state and local taxes, where applicable.

For example, if you purchase exercise equipment for home use at a cost of \$1,000, your reimbursement check would withhold \$280 (or 28%), as well as state and local taxes that apply. At the end of the year, the full \$1,000 reimbursement amount would be included in your W-2 statement, along with the full amount of any other reimbursements from the Plan.

(Keep in mind: Certain amounts may be deductible on your income tax return for the year in which you pay them - for example, the amount you pay for income tax preparation.)

#### A WORD ABOUT REMAINING BALANCES

Under the provisions of the program, any portion of your Personal Choice amount that is not used during each fiscal year will be forfeited.

#### IF YOUR ASSIGNMENT CHANGES...

If you are promoted during the fiscal year and become newly eligible for membership in the program, or qualify for a higher reimbursement level, the reimbursement amount that applies to your new level will be prorated for the portion of the year remaining.

If you retire or terminate during the year, your reimbursement amount will be prorated on the same basis, using your termination date as the last date of eligibility.

#### If You Have Questions

Personal Choice is a powerful yet simple way for Campbell Soup Company to acknowledge your importance to the organization. And because this program is new, it is likely that you may have questions about the program after your participation begins.

If you have questions at any time about the program, contact:

Edward F. Walsh  
Vice President - Human Resources  
or  
Sarah J. Armstrong  
Corporate Director - Compensation

The material in this brochure is presented to you by Campbell Soup Company for information purposes only. It is designed to help you understand the Personal Choice supplemental compensation program for Campbell executives, but it creates no contract between you and Campbell Soup Company. The final decision as to whether an expense

is eligible for reimbursement is at the discretion of Campbell Soup Company. The program is subject to change from time to time, and may be discontinued at any time, at the sole discretion of the Company.

Campbell Soup Company Campbell Place Camden, NJ 08103

## PERSONAL CHOICE MENU

Additional Menu Choices Available for Fiscal '96

**Auto Leasing**

Initial and ongoing expenses for leasing an automobile.

**Child Care**

Any child care expenses you incur to perform work for Campbell Soup. Includes expenses not covered by the Dependent Care Spending Account, as well as those that are. (If you maintain a Dependent Care Spending Account and have a sufficient balance, you'll probably want to submit eligible expenses to that account rather than to the Personal Choice program. Reimbursements from the Dependent Care Spending Account are made on a before-tax basis).

**Health/Fitness Consultant**

The cost of receiving instruction, guidance, or therapy from a professional health consultant or fitness trainer. For example, includes diet/nutrition counseling, fitness management, and massage therapy.

**Pet Boarding**

The cost of providing care and boarding for your pet when you must travel for business or personal reasons.

**Spousal/Family Club Memberships**

Initial and ongoing fees incurred by your spouse or dependent children for memberships in any airline, dining/university, health/sports, or social club. Covers membership expenses only, not the costs for club activities.

## SUPPLEMENTAL SAVINGS PLAN

(As amended effective May 25, 1995)

## PURPOSE

The Supplemental Savings Plan ("Supplemental Plan") is designed to (i) encourage Executives to participate in Campbell Soup Company Savings and 401(k) Plan for Salaried Employees ("401(k) Plan") and (ii) provide Matching Company Contributions to Executives who are prohibited from receiving such contributions because of certain limitations contained in the Code. Capitalized terms in the Supplemental Plan shall have the same meaning as set forth in the 401(k) Plan.

## EFFECTIVE DATE

The Supplemental Plan was effective April 1, 1981.

## PARTICIPANTS

Participants in the Supplemental Plan will be limited to those Executives (i) who participate in the 401(k) Plan, (ii) whose annual compensation exceeds the annual dollar limit (as adjusted from time to time) set by the U.S. Secretary of the Treasury for tax-qualified employee benefit plans ("Treasury Limit"), and (iii) who contribute to the 401(k) Plan the maximum before tax contribution allowed by Section 401(k) of the Code.

## SUPPLEMENTAL BENEFIT

Benefits under the Supplemental Plan shall vest in the same manner as under the 401(k) Plan in accordance with the following schedule:

Completed Years of Service	Vested Percentage
1	20%
2	40%
3	60%
4	80%
5	100%

The Supplemental Plan provides a benefit for a Plan Year equal to the difference between 1.) the Matching Company Contributions that would have been made to the 401(k) Plan on behalf of the Executive using the Executive's total Compensation and 2.) the actual Matching Company Contributions made to the 401(k) Plan taking into account the Treasury Limit. The benefit so calculated shall be credited to a bookkeeping account for the Executive and adjusted in accordance with the investment options offered under the Company's Deferred Compensation

Program. No benefit shall accrue during any period of time when a Participant in the Supplemental Plan is not also an active participant in the 401(k) Plan.

#### FORM OF BENEFIT

After retirement or termination of a Participant, the benefit under the Supplemental Plan, if vested, shall be paid in accordance with the Deferred Compensation Program.

#### ADMINISTRATION

The Supplemental Plan shall be administered by the Compensation Committee of the Board of Directors. The Committee or its delegate shall have full power and authority to establish rules and regulations for the administration of the Supplemental Plan. Any decision made or taken by the Committee or its delegate arising out of, or in connection with, the construction, interpretation and administration of the Supplemental Plan shall be conclusive and binding upon all parties, including Participants and all persons claiming under or through any Participant.

#### LIMITATIONS

The Company shall be under no obligation to earmark, set aside, or segregate any of its funds in anticipation of the payment of benefits hereunder.

No person shall at any time have any right to be granted a benefit hereunder and no person shall have any authority to enter into an agreement committing the Company to make or pay a benefit, nor shall any person have any authority to make any representation of warranty on behalf of the Company with respect thereto.

A benefit of this Supplemental Plan may not be assigned or transferred except by will or the laws of descent and distribution.

Neither the action of the Company in establishing the Supplemental Plan, nor any action taken by the President of the Company thereunder, shall be construed as giving any person the right to be retained in the employ of the Company or any subsidiary.

#### CHANGE IN CONTROL

1.1 Contrary Provisions. Notwithstanding anything contained in the Plan to the contrary, the provisions of this Section shall govern and supersede any inconsistent terms or provisions of the Plan.

1.2 Change in Control. For purposes of the Plan "Change in Control" shall mean any of the following events:

(a) The acquisition in one or more transactions by any "Person" (as the term person is used for purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "1934 Act")) of "Beneficial Ownership" (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of twenty-five percent (25%) or more of the combined voting power of the Company's then outstanding voting securities (the "Voting Securities"), provided, however, that for purposes of this Section 1a, the Voting Securities acquired directly from the Company by any Person shall be excluded from the determination of such Person's Beneficial Ownership of Voting Securities (but such Voting Securities shall be included in the calculation of the total number of Voting Securities then outstanding); or

(b) The individuals who, as of January 25, 1990, are members of the Board (the "Incumbent Board"), cease for any reason to constitute at least two-thirds of the Board; provided, however, that if the election, or nomination for election by the Company's stockholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of the Plan, be considered as a member of the Incumbent Board; or

(c) Approval by stockholders of the Company of (1) a merger or consolidation involving the Company if the stockholders of the Company, immediately before such merger or consolidation, do not own, directly or indirectly immediately following such merger or consolidation, more than eighty percent (80%) of the combined voting power of the outstanding voting securities of the corporation resulting from such merger or consolidation in substantially the same proportion as their ownership of the Voting Securities immediately before such merger or consolidation or (2) a complete liquidation or dissolution of the Company or an agreement for the sale or other disposition of all or substantially all of the assets of the Company; or

(d) Acceptance of stockholders of the Company of shares in a share exchange if the stockholders of the Company, immediately before such share exchange, do not own, directly or indirectly immediately following such share exchange, more than eighty percent (80%) of the combined voting power of the outstanding voting securities of the corporation resulting from such share exchange in substantially the same proportion as their ownership of the Voting Securities outstanding immediately before such share exchange.

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because twenty-five percent (25%) or more of the then outstanding Voting Securities is acquired by (i) a trustee or other fiduciary holding securities under one or more employee benefit plans maintained by the Company or any of its subsidiaries, (ii) any corporation which, immediately prior to such acquisition, is owned directly or indirectly by the stockholders of the Company in the same proportion as their ownership of stock in the Company immediately prior to such acquisition, (iii) any "Grandfathered Dorrance Family Stockholder" (as hereinafter defined) or (iv) any Person who has acquired such Voting Securities directly from any Grandfathered Dorrance Family Stockholder but only if such Person has executed an agreement which is approved by two-thirds of the Board and pursuant to which such Person has agreed that he (or they) will not increase his (or their) Beneficial Ownership (directly or

indirectly) to 30% or more of the outstanding Voting Securities (the "Standstill Agreement") and only for the period during which the Standstill Agreement is effective and fully honored by such Person. For purposes of this Section, "Grandfathered Dorrance Family Stockholder" shall mean at any time a "Dorrance Family Stockholder" (as hereinafter defined) who or which is at the time in question the Beneficial Owner solely of (v) Voting Securities Beneficially Owned by such individual on January 25, 1990, (w) Voting Securities acquired directly from the Company, (x) Voting Securities acquired directly from another Grandfathered Dorrance Family Stockholder, (y) Voting Securities which are also Beneficially Owned by other Grandfathered Dorrance Family Stockholders at the time in question, and (z) Voting Securities acquired after January 25, 1990 other than directly from the Company or from another Grandfathered Dorrance Family Stockholder by any "Dorrance Grandchild" (as hereinafter defined) provided that the aggregate amount of Voting Securities so acquired by each such Dorrance Grandchild shall not exceed five percent (5%) of the Voting Securities outstanding at the time of such acquisition. A "Dorrance Family Stockholder" who or which is at the time in question the Beneficial Owner of Voting Securities which are not specified in clauses (v), (w), (x), (y) and (z) of the immediately preceding sentence shall not be a Grandfathered Dorrance Family Stockholder at the time in question. For purposes of this Section, "Dorrance Family Stockholders" shall mean individuals who are descendants of the late Dr. John T. Dorrance, Sr. and/or the spouses, fiduciaries and foundations of such descendants. A "Dorrance Grandchild" means as to each particular grandchild of the late Dr. John T. Dorrance, Sr., all of the following taken collectively: such grandchild, such grandchild's descendants and/or the spouses, fiduciaries and foundations of such grandchild and such grandchild's descendants.

Moreover, notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person (the "Subject Person") acquired Beneficial Ownership of more than the permitted amount of the outstanding Voting Securities as a result of the acquisition of Voting Securities by the Company which, by reducing the number of Voting Securities outstanding, increases the proportional number of shares Beneficially Owned by the Subject Person, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of Voting Securities by the Company, and after such share acquisition by the Company, the Subject Person becomes the Beneficial Owner of any additional Voting Securities which increases the percentage of the then outstanding Voting Securities Beneficially Owned by the Subject Person, then a Change in Control shall occur.

1.3 Cause. For purposes of the Plan, a termination for "Cause" is a termination evidenced by a resolution adopted in good faith by two-thirds of the Board that the Executive (a) intentionally and continually failed to substantially perform his duties with the Company (other than a failure resulting from the Executive's incapacity due to physical or mental illness) which failure continued for a period of at least thirty (30) days after a written notice of demand for substantial performance has been delivered to the Executive specifying the manner in which the Executive has failed to substantially perform, or (b) intentionally engaged in conduct which is demonstrably and materially injurious to the Company, monetarily or otherwise; provided, however that no termination of the Executive's employment shall be for Cause as set forth in clause (b) above until (x) there shall have been delivered to the

Executive a copy of a written notice setting forth that the Executive was guilty of the conduct set forth in clause (b) and specifying the particulars thereof in detail, and (y) the Executive shall have been provided an opportunity to be heard by the Board (with the assistance of the Executive's counsel if the Executive so desires). No act, nor failure to act, on the Executive's part, shall be considered "intentional" unless he has acted, or failed to act, with an absence of good faith and without a reasonable belief that his action or failure to act was in the best interest of the Company. Notwithstanding anything contained in the Plan to the contrary, in the case of any Executive who is a party to a severance protection agreement, no failure to perform by the Executive after a Notice of Termination (as defined in the Executive's severance protection agreement) is given by the Executive shall constitute Cause for purposes of the Plan.

#### 1.4 Accrued Benefit.

(a) Upon a Change in Control, the funds accrued as if invested in Company stock shall be converted into cash in an amount equal to the greater of (1) the highest price per share of the Company's common stock (a "Share") paid to holders of the Shares in any transaction (or series of transactions) constituting or resulting in a Change in Control or (2) the highest fair market value per Share during the ninety (90) day period ending on the date of a Change in Control multiplied by the number of shares of Company Stock credited to an Executive's cash benefit under the Plan.

(b) Upon an Executive's termination of employment by the Company (other than for Cause) or by the Executive for any reason within two (2) years following a Change in Control, the Company shall, within thirty (30) days, pay to the Executive a lump sum cash payment equal to the lump sum of his accrued benefit as of the date of his termination of employment whether or not the Executive is otherwise vested in his accrued benefit.

#### 1.5 Amendment or Termination.

(a) This Section 1 shall not be amended or terminated at any time.

(b) For a period of two (2) years following a Change in Control, the Plan shall not be terminated or amended in any way, nor shall the manner in which the Plan is administered be changed in a way that adversely affects the Executive's right to existing or future Company provided benefits or contributions provided hereunder. Furthermore, the Plan may not be merged or consolidated with any other program during said two (2) year period.

(c) Any amendment or termination of the Plan prior to a Change in Control which (1) was at the request of a third party who has indicated an intention or taken steps reasonably calculated to effect a Change in Control or (2) otherwise arose in connection with or in anticipation of a Change in Control, shall be null and void and shall have no effect whatsoever.

1.6 Trust Arrangement. All benefits under the Plan represent an unsecured promise to pay by the Company. The Plan shall be unfunded and the benefits hereunder shall be paid only from the general assets of the Company resulting in the Executives having no greater rights than the Company's general creditors; provided, however, nothing herein shall prevent or prohibit the Company from establishing a trust or other arrangement for the purpose of providing for the payment of the benefits payable under the Plan.

ATTEST: CAMPBELL SOUP COMPANY

/s/ JOHN J. FURY  
-----  
Corporate Secretary

/S/ EDWARD F. WALSH  
-----  
Vice President - Human Resources

## SUBSIDIARIES OF CAMPBELL

NAME OF SUBSIDIARY AND NAME UNDER WHICH IT DOES BUSINESS -----	JURISDICTION OF INCORPORATION -----
Arnotts Limited	Australia
Campbell Finance Corp.	Delaware
Campbell Investment Company	Delaware
Campbell Sales Company	New Jersey
Campbell Soup Company Ltd--Les Soupes Campbell Ltee	Canada
Campbell's Australasia Pty. Limited	Australia
Campbell's de Mexico, S.A. de C. V.	Mexico
Campbell's Fresh, Inc.	Ohio
Campbell's U.K. Limited	England
Continental Foods Espanola S.A.	Spain
Fresh Start Bakeries, Inc.	Delaware
Godiva Chocolatier, Inc.	New Jersey
The Greenfield Healthy Foods Company	Connecticut
Herider Farms, Inc.	Texas
Joseph Campbell Company	New Jersey
N.V. Biscuits Delacre S.A.	Belgium
N.V. Campbell Food & Confectionery Coordination Center Continental Europe S.A.	Belgium
N.V. Godiva Belgium S.A.	Belgium
Pepperidge Farm, Incorporated	Connecticut
Sanwa Foods, Inc.	California
Societe Francaise des Biscuits Delacre S.A.	France
Swift-Armour Sociedad Anonima Argentina	Argentina
Vlasic Foods, Inc.	Michigan

The foregoing does not constitute a complete list of all subsidiaries of the registrant. The subsidiaries which have been omitted do not, in the aggregate, (i) represent more than 10% of the assets of Campbell and its consolidated subsidiaries, (ii) contribute more than 10% of the total sales and revenues of Campbell and its consolidated subsidiaries or (iii) contribute more than 10% of the income before taxes and extraordinary items of Campbell and its consolidated subsidiaries. Campbell owns 65% of the outstanding shares of Arnotts Limited.

## CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 33-26444, 33-59797, 33-39032, 33-14009 and 33-56899) of Campbell Soup Company of our report dated September 6, 1995 appearing on page F-9 of this Form 10-K.

PRICE WATERHOUSE LLP

Thirty South Seventeenth Street  
Philadelphia, Pennsylvania 19103  
October 5, 1995

I-4

POWER OF ATTORNEY

FORM 10-K ANNUAL REPORT FOR FISCAL 1995

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints John M. Coleman and John J. Furey, each of them, until December 31, 1995, their true and lawful attorneys-in-fact and agents, with full power of substitution and revocation, for them and in their name, place and stead, in any and all capacities, to sign Campbell Soup Company's Form 10-K Annual Report to the Securities and Exchange Commission for the fiscal year ended July 30, 1995, and any amendments thereto, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents may lawfully do or cause to be done by virtue hereof.

CAMPBELL SOUP COMPANY

Signature  
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Dated as of September 28, 1995  
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/s/ Alva A. App  
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Alva A. App

/s/Mary Alice Malone  
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Mary Alice Malone

/s/ Robert A. Beck  
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Robert A. Beck

/s/Charles H. Mott  
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Charles H. Mott

/s/Edmund M. Carpenter  
-----  
Edmund M. Carpenter

/s/Ralph A. Pfeiffer, Jr.  
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Ralph A. Pfeiffer, Jr.

/s/Bennett Dorrance  
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Bennett Dorrance

/s/George M. Sherman  
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George M. Sherman

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John T. Dorrance, III

/s/Donald M. Stewart  
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Donald M. Stewart

/s/Thomas W. Field, Jr.  
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Thomas W. Field, Jr.

/s/George Strawbridge, Jr.  
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George Strawbridge, Jr.

/s/David W. Johnson  
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David W. Johnson

/s/Robert J. Vlasic  
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Robert J. Vlasic

/s/David K. P. Li  
-----  
David K. P. Li

/s/Charlotte C. Weber  
-----  
Charlotte C. Weber

/s/Philip E. Lippincott  
-----  
Philip E. Lippincott

## CAMPBELL SOUP COMPANY

## CERTIFICATION

I, the undersigned Corporate Secretary of Campbell Soup Company, a New Jersey corporation, certify that the attached document, entitled

"FORM 10-K ANNUAL REPORT"

is a true copy of a resolution adopted by the Board of Directors of Campbell Soup Company on September 28, 1995, at a meeting throughout which a quorum was present, and that the same is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Campbell Soup Company this 6th day of October, 1995.

/s/ John J. Furey

-----  
Corporate Secretary

## CAMPBELL SOUP COMPANY

## Board of Directors Resolution

September 28, 1995

\* \* \*

## FORM 10-K ANNUAL REPORT

RESOLVED, that the Form 10-K Annual Report for fiscal 1995 of Campbell Soup Company in the form presented to this meeting, is hereby approved.

FURTHER RESOLVED, that the Chief Executive Officer, the Senior Vice President - Law and Public Affairs, the Senior Vice President- Finance and the Vice President - Controller of Campbell Soup Company are authorized to execute the Form 10-K Annual Report for fiscal 1995 approved by this resolution and to cause such Form 10-K to be filed with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, with such modifications as may be required by the Commission or as may be desirable in the opinion of such officers.

FURTHER RESOLVED, that each of the directors, the Chairman, President and Chief Executive Officer of Campbell Soup Company are each hereby authorized to execute in their respective capacities, a power of attorney in favor of John M. Coleman and John J. Furey designating each of them as the true and lawful attorneys-in-fact and agents of the signatory with full power and authority to execute and to cause to be filed with the Securities and Exchange Commission the Form 10-K Annual Report for fiscal 1995 with all exhibits and other documents in connection therewith as such attorneys-in-fact, or either one of them, may deem necessary or desirable; and to do and perform each and every act and thing necessary or desirable to be done in and about the premises as fully to all intents and purposes as such officers and directors could do themselves.

FINANCIAL DATA SCHEDULE EXHIBIT 27

1,000,000

12-MOS	JUL-30-1995	AUG-01-1994	JUL-30-1995
			53
			0
		661	
		30	
		755	
	1,581		4,255
		1,671	
		6,315	
	2,164		857
			20
	0		0
			2,448
6,315			7,278
	7,278		4,264
		4,264	
	1,478		
		0	
	115		
	1,042		
		344	
	698		
		0	
		0	
			0
		698	
		\$2.80	
		\$2.80	