

Section 1: 10-K (FORM 10-K)

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UNITED STATES
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

OR

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

For the Year Ended December 31, 2002

Commission File Number 1-7626

Sensient Technologies Corporation

WISCONSIN
(State of Incorporation)

39-0561070
(IRS Employer Identification Number)

777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5304
(414) 271-6755

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

TITLE OF EACH CLASS	NAME OF EXCHANGE ON WHICH REGISTERED
Common Stock, \$0.10 par value Associated Preferred Share Purchase Rights	New York Stock Exchange, Inc.

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 such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for at least the past 90 days.

Yes No

Indicate by check mark whether the Registrant is an accelerated filer (as defined in Rule 12b-2 of the Act).

Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

The aggregate market value of the voting Common Stock held by non-affiliates of the Registrant as of June 30, 2002 was \$1,090,457,501. For purposes of this computation only, the Registrant's directors and executive officers were considered to be affiliates of the Registrant. Such characterization shall not be construed to be an admission or determination for any other purpose that such persons are affiliates of the Registrant.

There were 47,290,349 shares of Common Stock outstanding as of March 10, 2003.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of: (1) the Company's Annual Report to Shareholders for the fiscal year ended December 31, 2002 (see Parts I, II and IV of this Form 10-K), and (2) the Company's Notice of Annual Meeting and Proxy Statement of the Company dated March 21, 2003 (see Part III of this Form 10-K).

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FORWARD-LOOKING STATEMENTS

This document contains forward-looking statements that reflect management's current assumptions and estimates of future economic circumstances, industry conditions, Company performance and financial results. The Private Securities Litigation Reform Act of 1995 provides a safe harbor for such forward-looking statements. Such forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties and other factors that could cause actual events to differ materially from those expressed in those statements. A variety of factors could cause the Company's actual results and experience to differ materially from the anticipated results. These factors and assumptions include the pace and nature of new product introductions by the Company's customers; execution of the Company's acquisition program and results of newly acquired businesses; the Company's ability to successfully implement its growth strategies; industry and economic factors related to the Company's domestic and international business; growth in markets for products in which the Company competes; industry acceptance of price increases; and currency exchange rate fluctuations. The Company does not undertake to publicly update or revise its forward-looking statements even if experience or future changes make it clear that any projected results expressed or implied therein will not be realized.

PART I

Item 1. Business

General

Sensient Technologies Corporation (the “Company”), was incorporated in 1882 in Wisconsin. Its principal executive offices are located at 777 East Wisconsin Avenue, Suite 1100, Milwaukee, Wisconsin 53202-5304, telephone (414) 271-6755.

The Company is subject to the informational and reporting requirements of the Securities Exchange Act of 1934, as amended (the “Act”), and, in accordance with the Act, has filed annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission (the “Commission”). These reports and other information may be inspected at the public reference facilities of the Commission at its principal offices at 450 Fifth Street, N.W., Washington, D.C. 20549, and can also be accessed from the web site maintained by the Commission at <http://www.sec.gov>. The public may obtain information on operations of the public reference room by calling the Commission at (800) SEC-0330.

The Company’s common stock is listed on the New York Stock Exchange under the ticker symbol “SXT.” Information about the Company may be obtained at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

The Company can also be reached at its web site at www.sensient-tech.com. The Company’s web address is provided as an inactive textual reference only, and the contents of this web site are not incorporated in or otherwise to be regarded as part of this annual report. The Company makes available free of charge on its web site its annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to these reports filed or furnished pursuant to Section 13(a) or 15(d) of the Act as soon as reasonably practicable after such documents are electronically filed with the Commission.

Description of Business

The Company is a leading global supplier of colors, flavors and fragrances. The Company provides innovative value-added products to several dynamic international markets. Using advanced technologies at facilities around the world, the Company develops formulations and manufactures ingredients for the food and beverage, household products, pharmaceutical, cosmetics, display imaging and specialized printing industries. The Company’s inkjet inks, synthetic and natural colors, fragrances and flavor systems are supplied to many of the world’s leading manufacturers. The Company aims to continue to deliver strong results by developing high-performance products, accessing new markets and enhancing operations.

The Company’s principal products include:

- flavors, flavor enhancers and bionutrients;
- fragrances and aroma chemicals;
- dehydrated vegetables and other food ingredients;
- natural and synthetic food colors;
- cosmetic and pharmaceutical additives;
- inkjet inks, technical colors, and specialty dyes and pigments; and
- chemicals for laser printing and flat screen displays.

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During 2002, the Company completed four acquisitions that significantly expanded its worldwide operations. The businesses acquired were: Cardre, Inc., a Plainfield, NJ manufacturer of specialty ingredients used in cosmetics; ECS Specialty Inks and Dyes, a Morges, Switzerland producer and marketer of inks for specialty printing applications; SynTec GmbH, a Wolfen, Germany manufacturer of specialty dyes and chemicals for the imaging industry; and the flavors and essential oil operations of C. Melchers GmbH & Company, based in Bremen, Germany. These operations were acquired for cash in an aggregate amount of approximately \$48.5 million (net of cash acquired). The Company may be required to pay up to 4.6 million euros (approximately \$4.8 million) of additional cash consideration subject to the future performance of certain of these businesses.

On October 18, 2002, the Company announced an increase in its annual cash dividend on its common stock from 53 cents per share to 56 cents per share, commencing with the dividend paid on December 2, 2002.

The Company's operations, except for the Asia Pacific Division, are managed on a products and services basis. The Company's two reportable segments are the Flavors & Fragrances Group and the Color Group. Financial information regarding the Company's two reportable segments is incorporated by reference to the information set forth on pages 42 through 44 of the Company's 2002 Annual Report to Shareholders under the heading "Segment and Geographic Information."

Flavors & Fragrances Group

The Company is a leading global developer, manufacturer and supplier of flavor and fragrance systems for the food, beverage, pharmaceutical, personal care and household products industries. The Company's flavor formulations are used in many of the world's best-known consumer products.

The Flavors & Fragrances Group produces flavor and fragrance products that impart a desired taste, texture, aroma and/or other characteristic to a broad range of consumer and other products. This Group includes the Company's dehydrated flavors business, which produces ingredients for food processors.

The Flavors & Fragrances Group operates principally through the Company's subsidiaries, Sensient Flavors Inc. and Sensient Dehydrated Flavors Company. The Group's principal manufacturing plants are located in California, Illinois, Indiana, Michigan, Ohio, Wisconsin, Belgium, Canada, France, Germany, Italy, Mexico, the Netherlands, Spain and the United Kingdom.

Strategic acquisitions have expanded the Company's flavors and fragrances product lines and processing capabilities. As noted above, in March 2002, the Company acquired the flavors and essential oil operations of C. Melchers GmbH & Company, a supplier of flavors for coffees and teas, as well as essential oils, aroma chemicals and other formulations for flavor, cosmetic and fragrance applications. In May 1998, the acquisition of substantially all of the assets of the beverage business of German flavor manufacturer Sondi GmbH, with its emphasis on all-natural flavor ingredients, provided the Company with a point of entry into Germany, Europe's largest flavor market. In April 1998, the Company acquired DC Flavours Ltd., which further expanded the Company's savory and flavor technology and worldwide market presence. In January 1998, the Company acquired Arancia Ingredientes Especiales, S.A. de C.V., a manufacturer of savory flavors and other food ingredients, improving access to the rapidly growing Latin American savory flavor market.

During 1998 the Company integrated its bioproducts business (which was formerly operated as a separate division) into its Flavors & Fragrances Group. The bioproducts business serves the food, animal feed processing, and bionutrient industries with a broad line of natural extracts and specialty flavors. The Company produces various specialty extracts from yeast, vegetable proteins, meat, milk protein and other natural products which are used primarily as savory flavors, texture modifiers and enhancers in processed foods. The nutritional and functional properties of these extracts also make them useful in enzyme and pharmaceutical production.

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During the quarter ended June 30, 2000, the Company integrated its former Dehydrated Products Division into the Flavors & Fragrances Group. Operating through its Sensient Dehydrated Flavors business, the Company believes it is the second largest producer of dehydrated onion and garlic products in the United States. The Company is also one of the largest producers and distributors of chili powder, paprika, chili pepper and dehydrated vegetables such as parsley, celery and spinach. Domestically, the Company sells dehydrated products to food manufacturers for use as ingredients and also for repackaging under private labels for sale to the retail market and to the food service industry. In addition, Sensient Dehydrated Flavors is one of the leading dehydrators of specialty vegetables in Europe. Advanced dehydration technologies utilized by Sensient Dehydrated Flavors permit faster and more effective rehydration of ingredients used in many of today's popular convenience foods.

Color Group

The Company is a leading developer, manufacturer and supplier of colors for businesses worldwide. The Company provides natural and synthetic color systems for use in pharmaceuticals, foods and beverages; colors and other ingredients for cosmetics and pharmaceuticals; and technical colors for industrial applications and digital imaging.

The Company believes that it is one of the world's largest producers of synthetic and natural colors, and that it is the world's leading manufacturer of certified food colors. The Company sells its synthetic and natural colors to domestic and international producers of beverages, bakery products, processed foods, confections, pet foods, cosmetics and pharmaceuticals. The Company also makes inkjet inks and other high purity organic dyes used in a wide variety of non-food applications.

The Color Group operates principally through the Company's subsidiary, Sensient Colors Inc., which has its principal manufacturing plants in Missouri, California, New Jersey, Ohio, Pennsylvania, Canada, Mexico, France, Germany, Hungary, Italy, Switzerland and the United Kingdom.

The Color Group operates or plans to operate under the following trade names:

- Sensient Food Colors (food and beverage colors);
- Sensient Pharmaceutical Technologies (pharmaceutical colors and coatings);
- Sensient Imaging Technologies (inkjet inks and specialty dyes and chemicals used for display imaging and specialized printing applications);
- Sensient Paper Colors (paper dyes and colorants);
- Sensient Industrial Colors (technical colors used for various industrial applications, such as plastics, leather, wood stains and antifreeze); and
- Sensient Cosmetic Technologies (cosmetic colors and ingredients, a business which is currently known as LCW).

The Company believes that its advanced process technology, state-of-the-art laboratory facilities and equipment, and a complete range of synthetic and natural color products constitute the basis for its market leadership position.

Strategic acquisitions continue to enhance product and process technology synergies, as well as increasing the Color Group's international presence. As noted above, in September 2002, the Company acquired the business of Cardre Inc., which expanded the Company's technology and product offerings in cosmetic color systems. The acquisitions of ECS Specialty Inks and Dyes in March 2002 and SynTec GmbH in January 2002 have provided a strategic base for the Company's growing technical colors business in Europe.

In December 2001, the Company acquired the industrial dye business of Crompton Colors Incorporated, and in so doing expanded its industrial and paper colors businesses. In November 2001, the Company acquired

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Kimberly-Clark Printing Technology (also known as Formulabs), a manufacturer of specialty inks for inkjet inks and industrial applications.

In January 2000, the Company expanded its European color business by acquiring Dr. Marcus GmbH, a leading manufacturer of natural colors located near Hamburg, Germany. Also during that month, the Company completed the acquisition of Monarch Food Colors, a manufacturer of colors for the food, pharmaceutical and cosmetic industries located in High Ridge, Missouri.

In August 1999, the Company acquired certain assets of Nino Fornaciari fu Riccardo SNC, an Italian producer of natural colors for the food and beverage industries. This acquisition, together with the purchase of Italian natural color producer Reggiana Antociani S.R.L. in September 1998, strengthened the Company's offerings in natural colors, the fastest growing segment of the worldwide food colors market.

In April 1999, the Company acquired Pointing Holdings Limited, a manufacturer of food colors located in the United Kingdom. The Pointing international color business significantly strengthened the Company's worldwide color capabilities. In February 1999, the Company grew its cosmetics business through the purchase of Les Colorants Wackherr, a Paris, France-based producer of colors for major cosmetics houses throughout Europe, Asia and North America. Also during that month, the Company further developed its natural colors offerings by acquiring certain assets of Quimica Universal, a Peruvian producer of carminic acid and annatto, natural colors used in food and other applications.

The Company became a supplier of inkjet inks for the inkjet printer market with the acquisition of Tricon Colors in 1997. Also in 1997, the Company strengthened its presence in Latin America by acquiring certain assets of the food color business of Pyosa, S.A. de C.V., located in Monterrey, Mexico.

Asia Pacific Division

The Asia Pacific Division focuses on marketing the Company's diverse product line in the Pacific Rim under one name. Through its Asia Pacific Division, the Company offers a full range of products from its Flavors & Fragrances Group and Color Group, as well as products developed by regional technical teams to appeal to local preferences. Sales, marketing and technical functions are managed through the Asia Pacific Division's headquarters in Singapore. Manufacturing operations are located in Australia, China, New Zealand, and the Philippines.

In 2001, the Asia Pacific Division incorporated Sensient India Private Limited and opened a new sales office in Mumbai, India. Additional sales offices are located in Australia, China, Hong Kong, Japan and Thailand.

Research and Development/Quality Assurance

The development of specialized products and services is a complex technical process calling upon the combined knowledge and talents of the Company's research, development and quality assurance personnel. The Company believes that its competitive advantage lies in its ability to work with its customers to develop and deliver high-performance products that address the distinct needs of those customers.

The Company's research, development and quality assurance personnel make significant contributions toward improving existing products and developing new products tailored to customer needs, while providing on-going technical support and know-how to the Company's manufacturing activities. As of December 31, 2002, the Company employed approximately 481 people in research, development and quality assurance.

Expenditures for research and development related to continuing operations in calendar year 2002 were \$21,195,000, compared with \$16,705,000 in the year ended December 31, 2001, and \$18,294,000 in the year ended December 31, 2000.

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As part of its commitment to quality as a competitive advantage, the Company has undertaken efforts to achieve certification under the requirements established by the International Organization for Standardization in Geneva, Switzerland, through its ISO 9000 series of quality standards. Sites currently certified include Flavors & Fragrances Group plants in the United States, Spain, Italy, Mexico, Belgium, Germany, the United Kingdom, Canada, the Netherlands and France, and Color Group plants in the United States, Mexico and the United Kingdom.

Products and Application Activities

The Company's strategic focus is on the manufacture and marketing of high-performance components that bring life to products. Accordingly, the Company devotes considerable attention and resources to the development of product applications and processing improvements to support its customers' numerous new and reformulated products. Many of the proprietary processes and formulae developed by the Company are maintained as trade secrets and under secrecy agreements with customers.

Lower calorie ingredients and sweeteners for dairy, food and beverage applications are subjects of development activity for the Flavors & Fragrances Group. Formulations for functional and textured beverages and flavors for snack and main meal items offer opportunities as well. Development of savory flavors accelerated with the integration of the Company's BioProducts Division in 1998 and the Dehydrated Products Division in 2000. The development of yeast derivatives and other specialty ingredients also provides growth opportunities in bionutrients and biotechnology markets, such as pharmaceuticals, vitamins, vaccines and bioremediation.

The natural food color market is an important target for the Color Group. The acquisitions of Reggiana, Forniciari and Dr. Marcus (as previously discussed) have provided new technologies in the extraction and purification of natural colors and have enabled rapid growth in the beverage, dairy and snack food segments. Recent expansion of the Color Group's purification technology will also open further opportunities in the inkjet ink market.

Raw Materials

The Company uses a wide range of raw materials in producing its products. Chemicals used to produce certified colors are obtained from several domestic and foreign suppliers. Raw materials for natural colors, such as carmine, beta-carotene, annatto and turmeric, are purchased from overseas and U.S. sources. In the production of flavors and fragrances, the principal raw materials include essential oils, aroma chemicals, botanicals, fruits and juices, and are primarily obtained from local vendors. Flavor enhancers and secondary flavors are produced from yeast and vegetable materials such as corn and soybeans. Chili peppers, onion, garlic and other vegetables are acquired under annual contracts with numerous growers in the western United States and Europe.

The Company believes that alternate sources of materials are available to enable it to maintain its competitive position in the event of an interruption in the supply of raw materials from a single supplier.

Competition

All Company products are sold in highly competitive markets. While no single factor is determinative, the Company's competitive position is based principally on process and applications expertise, quality, technological advances resulting from its research and development, and customer service and support. Because of its highly differentiated products, the Company competes with only a few companies across multiple product lines, and is more likely to encounter competition specific to an individual product.

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- *Flavors and Fragrances.* Competition to supply the flavors and fragrances industries has taken on an increasingly global nature. Most of the Company's customers do not buy their entire flavor and/or fragrance products from a single supplier and the Company does not compete with a single company in all product categories. Competition for the supply of flavors and fragrances is based on the development of customized ingredients for new and reformulated customer products, as well as on quality, customer service and price. Competition to supply dehydrated vegetable products is present through several large and small domestic competitors, as well as competitors in other countries. Competition for the supply of dehydrated vegetables is based principally on product quality, customer service and price.
- *Color.* Competition in the color market is diverse, with the majority of the Company's competitors specializing in either synthetic dyes or natural colors. The Company believes that it gains a competitive advantage as the only major basic manufacturer of a full range of color products, including synthetic dyes and pigments as well as natural colors. Competition in the supply of inkjet inks is based principally upon price, quality and service, as well as product development and technical capabilities. The Company competes against two main domestic competitors in supplying inkjet inks and believes it gains an advantage as a low cost, high quality supplier.
- *Asia Pacific.* Because of the broad array of products available to customers of the Asia Pacific Division, the Company is able to offer a wider product base than many of its competitors. Competition is based upon reliability in product quality, service and price as well as technical support available to customers.

Foreign Operations

The information appearing under the heading "Geographic Information" in Note 12 to the Consolidated Financial Statements of the Company, which appears on page 44 of the Company's 2002 Annual Report to Shareholders, is incorporated herein by reference.

Patents, Formulae and Trademarks

The Company owns or controls many patents, formulae and trademarks related to its businesses. The businesses are not materially dependent upon patent or trademark protection; however, trademarks, patents and formulae are important for the continued consistent growth of the Company.

Employees

As of December 31, 2002, the Company employed 3,572 persons worldwide.

Regulation

Compliance with government provisions regulating discharges into the environment, or otherwise relating to the protection of the environment, did not have a material adverse effect on the Company's operations for the year covered by this report. Compliance is not expected to have a material adverse effect in the succeeding two years as well. The production, packaging, labeling and distribution of certain of the products of the Company are subject to the regulations of various federal, state and local governmental agencies, in particular the U.S. Food & Drug Administration.

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The following table sets forth information as to the principal properties of the Company and its subsidiaries. All properties are owned except as otherwise indicated below. All facilities are considered to be in good condition and suitable for the Company's requirements.

LOCATION	GROUP/DIVISION	FUNCTION
UNITED STATES		
California		
Escondido	Color	Sales and R&D/inkjet products and specialty inks
Greenfield	Flavors & Fragrances	Production/dehydrated flavors
Livingston (2)	Flavors & Fragrances	Production and R&D/dehydrated flavors
Turlock	Flavors & Fragrances	Production, R&D and sales/dehydrated flavors
Illinois		
Amboy	Flavors & Fragrances	Production/ingredients and flavors
Indiana		
Indianapolis (2)	Flavors & Fragrances	Production, sales and R&D/flavors
Michigan		
Harbor Beach	Flavors & Fragrances	Production/flavors and flavor enhancers
Missouri		
St. Louis (2)*	Color	Production, R&D and sales/natural and synthetic colors
St. Louis*	Flavors & Fragrances	Distribution/flavors
New Jersey		
Elmwood Park	Color	Production and sales/colors, dyes and inkjet products
South Plainfield (3) **	Color	Production and sales/cosmetic and pharmaceutical colors and ingredients
North Carolina		
Charlotte*	Color	Sales/technical dyes for non-food applications
Ohio		
Fairfield	Flavors & Fragrances	Production/flavors
Piqua	Color	Production/specialty inks
Pennsylvania		
Birdsboro	Color	Production and research and development/technical dyes for non-food applications
Wisconsin		
Juneau	Flavors & Fragrances	Production/flavor enhancers and extracts
Milwaukee*	Headquarters	Administrative offices

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LOCATION	GROUP/DIVISION	FUNCTION
INTERNATIONAL		
Argentina		
Buenos Aires*	Color	Sales/natural and synthetic colors
Australia		
Keysborough	Asia Pacific	Production, research and development and sales/colors and flavors
Sydney*	Asia Pacific	Sales
Belgium		
Brussels*	Flavors & Fragrances	Production and sales/natural health ingredients
Heverlee	Flavors & Fragrances	Production and sales/ingredients and flavors
Brazil		
São Paulo*	Color	Sales/natural and synthetic colors
Canada		
Cornwall, Ontario	Flavors & Fragrances	Production/flavor enhancers and extracts
Delta, British Columbia	Flavors & Fragrances	Production/ingredients and flavors
Kingston, Ontario	Color	Sales/natural and synthetic colors
Mississauga, Ontario	Flavors & Fragrances	R&D and sales/flavors
Rexdale, Ontario (2)*	Flavors & Fragrances	Production/ingredients and flavors
Tara, Ontario	Flavors & Fragrances	Production/ingredients and flavors
China		
Beijing*	Asia Pacific	Sales/colors and flavors
Guangzhou*	Asia Pacific	Production, R&D and sales/colors and flavors
Hong Kong*	Asia Pacific	Sales/colors and flavors
Shanghai*	Asia Pacific	R&D and sales/colors and flavors
Czech Republic		
Prague*	Color	Sales/natural and synthetic colors
England		
Kings Lynn (2)*	Color	Production, R&D and sales/synthetic and natural colors and dyes
Milton Keynes	Flavors & Fragrances	Production and sales/flavors and extracts
France		
Montigny Le Bretonneux*	Flavors & Fragrances	R&D and sales/flavors
Marchais	Flavors & Fragrances	Production/dehydrated flavors
Saint-Denis*	Color	Sales/colors
Saint Ouen L'Aumone*	Color	Production, R&D and sales/cosmetic colors and ingredients
Strasbourg	Flavors & Fragrances	Production and sales/flavor enhancers and extracts

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LOCATION	GROUP/DIVISION	FUNCTION
INTERNATIONAL (Continued)		
Germany		
Bremen (3)*	Flavors & Fragrances	Production and sales/flavors, flavored products and essential oils
Geesthacht	Color	Production, R&D and sales/natural and synthetic colors
Wolfen	Color	Production, R&D and sales/specialty dyes and chemicals
Hungary		
Budapest	Color	Production/natural and synthetic colors
India		
Mumbai*	Asia Pacific	R&D and sales/colors and flavors
Italy		
Milan	Flavors & Fragrances	Production, R&D and sales/flavors
Reggio Emilia (2)	Color	Production and sales/natural colors
Japan		
Osaka*	Asia Pacific	Sales/colors and flavors
Ibaragi	Asia Pacific	Production, R&D and sales/colors and flavors
Yokohoma*	Asia Pacific	Sales/colors and flavors
Mexico		
Celaya	Flavors & Fragrances	Production and sales/flavor enhancers and extracts
Lerma	Color	Production, R&D and sales/synthetic and natural colors
Tijuana*	Color	Production/inkjet inks and specialty inks
Tlalnepantla (2)*	Flavors & Fragrances	Production, R&D, distribution and sales/ingredients, flavors and fragrances
The Netherlands		
Amersfoort*	Color	Sales/natural and synthetic colors
Elburg	Flavors & Fragrances	Production/dehydrated flavors
Naarden	Flavors & Fragrances	Sales/dehydrated and other flavors
New Zealand		
Auckland	Asia Pacific	Production/flavors
Philippines		
Manila*	Asia Pacific	Production, R&D and sales/flavors, fragrances cosmetic ingredients and color blending
Poland		
Warszawa*	Color	Sales/natural and synthetic colors
Romania		
Morazia*	Color	Sales/natural and synthetic colors
Singapore		
Singapore*	Asia Pacific	R&D and sales/colors and flavors

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LOCATION	GROUP/DIVISION	FUNCTION
INTERNATIONAL (Continued)		
South Africa		
Johannesburg*	Color	Production and sales/natural and synthetic colors
Spain		
Barcelona*	Flavors & Fragrances	Sales/flavors
Granada	Flavors & Fragrances	Production, research and development and sales/fragrances and aromatic chemicals
Sweden		
Kristianstad*	Flavors & Fragrances	Sales/flavors
Switzerland		
Morges*	Color	Production, R&D and sales/ technical colors
Thailand		
Bangkok*	Asia Pacific	R&D and sales/colors and flavors
Wales		
Ceredigion	Flavors & Fragrances	Production, R&D and sales/flavors and flavor enhancers

*Indicates one leased property at the location.

**Indicates two leased properties at the location.

Item 3. Legal Proceedings

The Company is a party to various legal proceedings related to its business. The Company believes that adverse decisions in these proceedings would not, individually or in the aggregate, subject the Company to damages of a material amount.

Item 4. Submission of Matters to a Vote of Security Holders

There were no matters submitted to a vote of security holders during the fourth quarter of the year ended December 31, 2002.

Executive Officers of the Registrant

The executive officers of the Company and their ages as of March 1, 2003 are as follows:

Name	Age	Position
Kenneth P. Manning	61	Chairman, President and Chief Executive Officer
Richard Carney	52	Vice President - Administration
John L. Hammond	56	Vice President, Secretary and General Counsel
Richard F. Hobbs	55	Vice President, Chief Financial Officer and Treasurer
Johannes Kleppers	46	President - Flavors & Fragrances Group
Richard J. Malin	36	Assistant Treasurer
Thomas J. O'Brien	44	President - Color Group
Ralph G. Pickles	56	President - Asia Pacific Division
Stephen J. Rolfs	38	Vice President, Controller and Chief Accounting Officer
Dr. Ho-Seung Yang	55	Vice President - Technologies

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The Company has employed all of the individuals named above for at least the past five years, except Messrs. Kleppers and O'Brien.

Mr. Kleppers joined the Company in June 2000 as General Manager of the Company's United Kingdom flavors business. In January 2001, Mr. Kleppers became General Manager of the Company's European flavors and fragrances business, and in September 2001, Mr. Kleppers was appointed as President of the Company's Flavors & Fragrances Group. Prior to joining the Company, Mr. Kleppers had been Vice President, Flavors and Fragrances Europe, for Bush Boake Allen Ltd. since January 1996.

Mr. O'Brien joined the Company in April 2002 as Vice President and General Manager of the Company's Color Group Technical Dyes business. He was promoted to President of the Color Group on June 1, 2002. Prior to joining the Company, Mr. O'Brien served since 1989 in a variety of executive and managerial positions with Sun Chemical Corporation.

PART II

Item 5. Market for the Registrant's Common Stock and Related Stockholder Matters

The only market in which the common stock of the Company is traded is the New York Stock Exchange. The range of the high and low sales prices as quoted in the New York Stock Exchange - Composite Transaction tape for the common stock of the Company and the amount of dividends declared for the fiscal years 2001 and 2002 appearing under "Common Stock Prices and Dividends" on page 47 of the 2002 Annual Report to Shareholders are incorporated by reference. In 2002, common stock dividends were paid on a quarterly basis, and it is expected that quarterly dividends will continue to be paid in the future.

On February 10, 2000, the Board of Directors established a share repurchase program that authorizes the Company to repurchase up to five million shares of the Company's common stock. As of March 10, 2003, 4,896,400 shares had been repurchased under this program. On April 27, 2001, the Board of Directors authorized the repurchase of an additional five million shares. As of March 10, 2003, no shares had been repurchased under this authorization.

On June 25, 1998, the Board of Directors of the Company adopted a preferred stock shareholder rights plan, which is described in Note 7 to the Consolidated Financial Statements - "Shareholders' Equity" on page 39 of the 2002 Annual Report to Shareholders, which is incorporated by reference.

The number of shareholders of record on January 31, 2003 was 4,366.

Information regarding the Company's equity compensation plans appears in Item 12 of Part III of this annual report.

Item 6. Selected Financial Data

The selected financial data required by this item is incorporated by reference from the "Five Year Review" and the notes thereto on pages 48 and 49 of the 2002 Annual Report to Shareholders.

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Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The information required by this item is set forth under "Management's Analysis of Operations and Financial Condition" on pages 21 through 27 of the 2002 Annual Report to Shareholders and is incorporated by reference.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

The information required by this item is set forth under "Market Risk Factors" on pages 25 and 26 of the 2002 Annual Report to Shareholders and is incorporated by reference.

Item 8. Financial Statements and Supplementary Data

The financial statements and supplementary data required by this item are set forth on pages 28 through 45 of the 2002 Annual Report to Shareholders and are incorporated by reference.

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

Information regarding directors and officers appearing under "Election of Directors" and "Section 16(a) Beneficial Ownership Reporting Compliance" on pages two through five and page 19, respectively, of the Proxy Statement for the Annual Meeting of Shareholders of the Company dated March 21, 2003 ("Proxy Statement"), is incorporated by reference. Additional information regarding executive officers appears at the end of Part I above.

Item 11. Executive Compensation

Information relating to compensation of directors and officers is incorporated by reference from "Director Compensation and Benefits" on page seven and eight of the Proxy Statement and "Executive Compensation" on pages 15 through 17 of the Proxy Statement. Information relating to the Compensation and Development Committee of the Company's Board of Directors is incorporated by reference from the third paragraph on page six of the Proxy Statement under the heading "Committees of the Board of Directors."

Item 12. Security Ownership of Certain Beneficial Owners and Management

The discussion of securities ownership of certain beneficial owners and management appearing under "Principal Shareholders" on pages 11 and 12 of the Proxy Statement is incorporated by reference.

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Equity Compensation Plan Information

The following table sets forth information as of December 31, 2002 with respect to compensation plans under which equity securities of the Company are authorized for issuance.

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
	(a)	(b)	(c)
Equity compensation plans approved by the Company's stock holders	2,928,351	\$ 19.88(1)	3,168,224(2)
Equity compensation plans not approved by the Company's stock holders (3)	—	—	27,000(3)
Total	2,928,351	—	3,195,224

(1) Excludes deferred shares, which have no exercise price.

(2) Includes the following: (i) up to 218,046 shares that may be issued in the form of restricted stock under the Company's 1994 Employee Stock Plan; (ii) up to 164,804 shares that may be issued in the form of restricted stock under the Company's 1998 Employee Stock Plan; (iii) up to 600,000 shares that may be issued in the form of restricted stock under the Company's 2002 Stock Option Plan; and (iv) up to 195,374 shares of deferred stock issuable under the 1999 Amended and Restated Directors Deferred Compensation Plan.

(3) Refers to shares of restricted stock that may be issued under the Sensient Technologies Corporation 2002 Non-Employee Directors Stock Plan (the "Plan"), a copy of which was filed as Exhibit 10.1(w) to the Company's Annual Report on Form 10-K for the year ended December 31, 2001. The following summary of the material features of the Plan is qualified in its entirety by reference to the full text of the plan.

The Plan provides generally that each person who is a Non-Employee Director of the Company immediately following the Annual Meeting of Shareholders of the Company will, without further action by

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the Board or the Nominating Committee of the Board, receive 300 shares of common stock. (Directors who participate in the Plan are referred to as "Participants.") The term "Non-Employee Director" is defined in the Plan with reference to Rule 16b-3 of the Securities Exchange Act of 1934, and generally includes directors who are neither officers nor employees of the Company and are not involved in specified business or professional relationships with the Company.

The shares will not be transferable and will be subject to automatic forfeiture only in the event the participant is removed from the Board for cause before the shares are vested. The transfer restriction and the for cause forfeiture provision will lapse, and the shares will vest, with respect to one-third of the shares of common stock on the date of each of the following three annual meetings of stockholders, if the participant continuously serves as a member of the Board until such annual meeting date. (The period until the transfer restriction and the forfeiture provision on the shares lapses is referred to below as the "Period of Restriction").

If a participant ceases to serve as a Non-Employee Director of the Company due to death, disability, voluntary retirement or retirement required under any mandatory policy of the Company then in effect, or for any other reason other than removal of the participant from the Board for cause, the Period of Restriction will immediately lapse.

If a participant ceases to serve as a Non-Employee Director of the Company due to removal from the Board for cause in accordance with the procedures for certain bad acts of the participant, any shares of common stock with respect to which the Period of Restriction has not yet lapsed will be immediately and automatically forfeited to the Company.

In the event of a Change of Control (as defined in the Plan), the Period of Restriction will lapse immediately prior to the consummation of the transaction constituting the Change of Control.

During the Period of Restriction, participants holding shares of common stock granted under the Plan may exercise full voting rights and will be entitled to receive all dividends and other distributions paid in respect of those shares. If any dividends or distributions are paid in shares of common stock, the shares will be subject to the same restrictions on transferability as the shares of common stock in respect of which they were paid.

Up to 30,000 shares of common stock were initially available for issuance under the Plan. The aggregate number of shares of common stock reserved and available for issuance is subject to adjustment in the event of any stock dividend or split, recapitalization, merger, consolidation, combination, spin-off, split-up, exchange of shares or other similar corporate change which affects the total number of shares outstanding.

The Plan is administered by the Nominating and Corporate Governance Committee of the Board of Directors. The Plan will remain in effect until all common stock subject to it has been acquired, unless terminated earlier by the Board. The Board may at any time amend, alter, suspend, discontinue or terminate the Plan.

Item 13. Certain Relationships and Related Transactions

There are no family relationships between any of the directors or director nominees and the officers of the Company, nor any arrangement or understanding between any director or officer or any other person pursuant to

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which any of the nominees has been nominated. No director, nominee for director or officer had any material interest, direct or indirect, in any business transaction of the Company or any subsidiary during the period January 1, 2002 through December 31, 2002, or in any such proposed transaction, except as described under "Certain Relationships and Related Transactions on page 19 of the Proxy Statement, which is incorporated by reference herein. In the ordinary course of business, the Company may engage in business transactions with companies whose officers or directors are also directors of the Company. These transactions are routine in nature and are conducted on an arm's-length basis. The terms of any such transactions are comparable at all times to those obtainable in business transactions with unrelated persons.

Item 14. Controls and Procedures

The Company maintains a system of disclosure controls and procedures that is designed to assure that information, which is required to be disclosed by the Company, is accumulated and communicated to management in a timely manner. Management has reviewed this system of disclosure controls and procedures within 90 days of the date hereof, and has concluded that the current system of controls and procedures is effective.

The Company maintains a system of internal controls and procedures for financial reporting. Since the date of management's most recent evaluation, there were no significant changes in internal controls or in other factors that could significantly affect internal controls.

PART IV

Item 15. Exhibits, Financial Statement Schedules and Reports on Form 8-K

(a) Documents filed:

1. and 2: Financial Statements and Financial Statement Schedules. See below for "List of Financial Statements and Financial Statement Schedules."
3. Exhibits: See Exhibit Index following this report. With the exceptions of Exhibits 4.2 and 4.3, no other instruments defining the rights of holders of long-term debt of the Company and its consolidated subsidiaries are filed herewith because no other debt instrument authorizes securities exceeding 10% of the total consolidated assets of the Company. The Company agrees to furnish a copy of any such instrument to the Securities and Exchange Commission upon request.

(b) No reports on Form 8-K were filed during the last quarter of 2002.

List of Financial Statements and Financial Statement Schedules

Page Reference in
2002 Annual Report
To Shareholders

1. Financial Statements

The following consolidated financial statements of Sensient Technologies Corporation and subsidiaries are incorporated by reference from the Annual Report to Shareholders for the year ended December 31, 2002:

Independent Auditors' Report	46
Consolidated Balance Sheets-December 31, 2002 and 2001	29
Consolidated Statements of Earnings - Years ended December 31, 2002, 2001 and 2000	28
Consolidated Statements of Shareholders' Equity - Years ended December 31, 2002, 2001 and 2000	30-31
Consolidated Statements of Cash Flows-Years ended December 31, 2002, 2001 and 2000	32
Notes to Consolidated Financial Statements	33-45

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Page Reference in
Form 10-K

2. Financial Statement Schedules

[Independent Auditors' Report](#)

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[Schedule II - Valuation and Qualifying Accounts and Reserves](#)

18

All other schedules are omitted because they are inapplicable, not required by the instructions or the information is included in the consolidated financial statements or notes thereto.

Independent Auditors' Report

To the Shareholders and Board of Directors
of Sensient Technologies Corporation:

We have audited the consolidated financial statements of Sensient Technologies Corporation and subsidiaries (the "Company") as of December 31, 2002 and 2001, and for each of the three years in the period ended December 31, 2002, and have issued our report thereon dated February 13, 2003, which report includes an explanatory paragraph as to the adoption in 2002 of Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets," and the change in accounting in 2000 of amortizing unrecognized net gains and losses related to the Company's obligation for postretirement benefits. Such consolidated financial statements and report are included in your 2002 Annual Report to Shareholders and are incorporated herein by reference. Our audits also included the consolidated financial statement schedule of Sensient Technologies Corporation, listed in Item 15. This consolidated financial statement schedule is the responsibility of the Company's management. Our responsibility is to express an opinion based on our audits. In our opinion, such consolidated financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

DELOITTE & TOUCHE LLP
Milwaukee, Wisconsin
February 13, 2003

Schedule II
Valuation and Qualifying Accounts (in thousands); Years 2002, 2001, 2000

Valuation Accounts Deducted in the Balance Sheet From the Assets To Which They Apply	Balance at Beginning of Period	Additions Charged to Costs and Expenses	Additions Recorded During Acquisitions	Deductions (A)	Balance At End of Period
2000					
Allowance for Losses:					
Trade accounts receivable	\$ 4,051	\$ 826	\$ —	\$ 2,029	\$ 2,848
2001					
Allowance for losses:					
Trade accounts receivable	\$ 2,848	\$ 782	\$ 1,049	\$ 619	\$ 4,060
2002					
Allowance for losses:					
Trade accounts receivable	\$ 4,060	\$ 1,294	\$ 252	\$ 721	\$ 4,885

(A) Accounts written off, less recoveries and reclassification of net assets held for sale in 2000.

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SIGNATURES

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

SENSIENT TECHNOLOGIES CORPORATION

By: _____ /s/ JOHN L. HAMMOND

John L. Hammond
Vice President, Secretary & General Counsel

Dated: March 27, 2003

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below as of March 27, 2003, by the following persons on behalf of the Registrant and in the capacities indicated.

/s/ KENNETH P. MANNING

Kenneth P. Manning
Chairman of the Board, President and
Chief Executive Officer

/s/ RICHARD F. HOBBS

Richard F. Hobbs
Vice President, Chief Financial Officer and
Treasurer

/s/ RICHARD A. ABDOO

Richard A. Abdo
Director

/s/ MICHAEL E. BATTEN

Michael E. Batten
Director

/s/ JOHN F. BERGSTROM

John F. Bergstrom
Director

/s/ FERGUS M. CLYDESDALE

Fergus M. Clydesdale
Director

/s/ JAMES A.D. CROFT

James A.D. Croft
Director

/s/ ALBERTO FERNANDEZ

Alberto Fernandez
Director

/s/ JAMES L. FORBES

James L. Forbes
Director

/s/ WILLIAM V. HICKEY

William V. Hickey
Director

/s/ ROBERT J. O'TOOLE

Robert J. O'Toole
Director

/s/ ESSIE WHITELAW

Essie Whitelaw
Director

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CERTIFICATIONS

I, Kenneth P. Manning, certify that:

1. I have reviewed this annual report on Form 10-K of Sensient Technologies Corporation;
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:
 - a) Designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - b) Evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and
 - c) Presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and
6. The registrant's other certifying officers and I have indicated in this annual report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: March 27, 2003

By: _____ /s/ KENNETH P. MANNING

**Kenneth P. Manning, Chairman,
President and Chief Executive Officer**

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I, Richard F. Hobbs, certify that:

1. I have reviewed this annual report on Form 10-K of Sensient Technologies Corporation;
2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;
3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:
 - a) Designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;
 - b) Evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and
 - c) Presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and
6. The registrant's other certifying officers and I have indicated in this annual report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: March 27, 2003

By: /s/ RICHARD F. HOBBS

**Richard F. Hobbs, Vice President,
Chief Financial Officer and Treasurer**

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SENSIENT TECHNOLOGIES CORPORATION
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2002 ANNUAL REPORT ON FORM 10-K

Exhibit Number	Description	Incorporated by Reference From	Filed Herewith
3.1	Amended and Restated Articles of Incorporation adopted January 21, 1999 as amended as of April 26, 2001	Exhibit 3.1 to Quarterly Report on Form 10-Q for the quarter ended March 31, 2001 (Commission File No. 1-7626)	
3.2	By-Laws of Sensient Technologies Corporation		X
4.1	Rights Agreement, dated as of August 6, 1998 between Registrant and Firststar Trust Company	Exhibit 1.1 to Registration Statement on Form 8-A dated July 20, 1998 (Commission File No. 1-7626)	
4.1(1)	Amendment dated as of November 6, 2000, to the Rights Agreement dated as of August 6, 1998, between Registrant and Wells Fargo Bank Minnesota, N.A. (as Successor to Firststar Trust Company), as Rights Agent	Exhibit 4.1 to Quarterly Report on Form 10-Q for the quarter ended September 30, 2000 (Commission File No. 1-7626)	
4.2	Indenture dated as of November 9, 1998 between Registrant and The First National Bank of Chicago, as Trustee	Exhibit 4.1 to Registration Statement on Form S-3 dated November 9, 1998 (Commission File No. 333-67015)	
4.3	Note Purchase Agreement dated as of November 29, 2001, between the Registrant and Various Lenders	Exhibit 4.3 to Annual Report on Form 10-K for the fiscal year ended December 31, 2001 (Commission File No. 1-7626)	
10	Material Contracts		
10.1	Management Contracts or Compensatory Plans		
10.1(a)	Executive Employment Contract between Registrant and Kenneth P. Manning dated November 11, 1999	Exhibit 10.2(a) to Annual Report on Form 10-K for the fiscal year ended September 30, 1999 (Commission File No. 1-7626)	

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**SENSIENT TECHNOLOGIES CORPORATION
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Exhibit Number	Description	Incorporated by Reference From	Filed Herewith
10.1(b)	Form of Amended and Restated Change of Control Employment and Severance Agreement for Executive Officers	Exhibit 10.1(b) to Annual Report on Form 10-K for the fiscal year ended December 31, 2001 (Commission File No. 1-7626)	
10.1(c)	Sensient Technologies Corporation 2002 Non-Employee Directors Stock Plan	Exhibit 10.1(w) to Annual Report on Form 10-K for the fiscal year ended December 31, 2001 (Commission File No. 1-7626)	
10.1(d)	Universal Foods Corporation 1990 Employee Stock Plan, as amended September 10, 1998	Exhibit 10.2(d) to Annual Report on Form 10-K for the fiscal year ended September 30, 1998 (Commission File No. 1-7626)	
10.1(d)(1)	Amendment of 1990 Employee Stock Plan dated as of November 6, 2000	Exhibit 10.1(d)(1) to Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (Commission File No. 1-7626)	
10.1(e)	Universal Foods Corporation 1994 Employee Stock Plan, as amended September 10, 1998	Exhibit 10.2(f) Annual Report on Form 10-K for the fiscal year ended September 30, 1998 (Commission File No. 1-7626)	
10.1 (e)(1)	Amendment of 1994 Employee Stock Plan dated as of November 6, 2000	Exhibit 10.1(e)(1) to Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (Commission File No. 1-7626)	
10.1(f)	Universal Foods Corporation 1998 Stock Option Plan, as amended September 10, 1998	Exhibit 10.2(h) to Annual Report on Form 10-K for the fiscal year ended September 30, 1998 (Commission File No. 1-7626)	
10.1(f)(1)	Amendment of 1998 Employee Stock Plan dated as of November 6, 2000	Exhibit 10.1(f)(1) to Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (Commission File No. 1-7626)	
10.1(g)	1999 Non-Employee Director Stock Option Plan	Appendix A to Definitive Proxy Statement filed on Schedule 14A on December 17, 1999. (Commission File No. 1-7626)	

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Exhibit Number	Description	Incorporated by Reference From	Filed Herewith
10.1(g)(1)	Amendment of 1999 Non-Employee Director Stock Option Plan dated as of November 6, 2000	Exhibit 10.1(g)(1) to Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (Commission File No. 1-7626)	
10.1(h)	Sensient Technologies Corporation 2002 Stock Option Plan	Appendix B to Definitive Proxy Statement filed on Schedule 14A on March 22, 2002	
10.1(i)	Amended and Restated Directors Deferred Compensation Plan	Appendix B to Definitive Proxy Statement filed on Schedule 14A on December 17, 1999 (Commission File No. 1-7626)	
10.1(i)(1)	Amendment No. 1 to the Directors Deferred Compensation Plan dated December 12, 2000	Exhibit 10.1(h)(1) to Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (Commission File No. 1-7626)	
10.1(j)	Amended and Restated Management Income Deferral Plan, dated December 31, 2002		X
10.1(k)	Amended and Restated Executive Income Deferral Plan, dated December 31, 2002		X
10.1(l)	Amended and Restated Sensient Technologies Corporation Rabbi Trust "A" Agreement dated March 1, 2002 between the Registrant and Marshall & Ilsley Trust Company	Exhibit 10.1(k) to Annual Report on Form 10-K for the fiscal year ended December 31, 2001	
10.1(m)	Trust Agreement, including Changes upon Appointment of Successor Trustee dated as of February 1, 1998 between Registrant and Firststar Bank, Milwaukee, N.A. ("Rabbi Trust B")	Exhibit 10.2(p) to Annual Report on Form 10-K for the fiscal year ended September 30, 1998 (Commission File No. 1-7626)	
10.1(n)(1)	Amendment No. 1 to Rabbi Trust B dated January 1, 2000 between Registrant and Marshall & Ilsley Trust Company	Exhibit 10.1(m)(1) to Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (Commission File No. 1-7626)	

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Exhibit Number	Description	Incorporated by Reference From	Filed Herewith
10.1(n)(2)	Changes upon Appointment of Successor Trustee for Rabbi Trust B dated as of January 1, 2000	Exhibit 10.1(m)(2) to Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (Commission File No. 1-7626)	
10.1(o)	Trust Agreement, including Changes upon Appointment of Successor Trustee, dated as of February 1, 1998 between Registrant and Firststar Bank, Milwaukee N.A. ("Rabbi Trust C")	Exhibit 10.2(q) to Annual Report on Form 10-K for the fiscal year ended September 30, 1998 (Commission File No. 1-7626)	
10.1(o)(1)	Amendment No. 1 to Rabbi Trust C dated as of January 1, 2001 between Registrant and Marshall & Ilsley Trust Company	Exhibit 10.1(n)(1) to Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (Commission File No. 1-7626)	
10.1(o)(2)	Changes upon Appointment of Successor Trustee for Rabbi Trust C dated as of January 1, 2001	Exhibit 10.1(n)(2) to Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (Commission File No. 1-7626)	
10.1(p)	Incentive Compensation Plan for Elected Corporate Officers	Appendix C to Definitive Proxy Statement filed on Schedule 14A on December 17, 1999 (Commission File No. 1-7626)	
10.1(p)(1)	Amendment No. 1 to the Incentive Compensation Plan for Elected Corporate Officers dated December 12, 2000	Exhibit 10.1(o)(1) to Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (Commission File No. 1-7626)	
10.1(q)	Form of Management Incentive Plan for Group and Division Presidents	Exhibit 10.2 (s) to Annual Report on Form 10-K for the fiscal year ended September 30, 1998 (Commission File No. 1-7626)	
10.1(q)(1)	Amendment No. 1 to the Management Incentive Plan for Group and Division Presidents dated December 12, 2000	Exhibit 10.1(p)(1) to Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (Commission File No. 1-7626)	
10.1(r)	Form of Management Incentive Plan for Corporate Management	Exhibit 10.2(t) to Annual Report on Form 10-K for the fiscal year ended September 30, 1998 (Commission File No. 1-7626)	

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Exhibit Number	Description	Incorporated by Reference From	Filed Herewith
10.1(r)1	Amendment No. 1 to Management Incentive Plan for Corporate Management dated December 12, 2000	Exhibit 10.1(q)(1) to Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (Commission File No. 1-7626)	
10.1(s)	Form of Management Incentive Plan for Group and Division Management	Exhibit 10.2(u) to Annual Report on Form 10-K for the fiscal year ended September 30, 1998 (Commission File No. 1-7626)	
10.1(s)(1)	Amendment No. 1 to Management Incentive Plan for Group and Division Management dated December 12, 2000	Exhibit 10.1(r)(1) to Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (Commission File No. 1-7626)	
10.1(t)	Form of Agreement for Executive Officers (Supplemental Executive Retirement Plan A)	Exhibit 10.1(s) to Annual Report on Form 10-K for the fiscal year ended December 31, 2001 (Commission File No. 1-7626)	
10.1(u)	Form of Agreement for Executive Officers (Supplemental Executive Retirement Plan B)	Exhibit 10.1(t) to Annual Report on Form 10-K for the fiscal year ended December 31, 2001 (Commission File No. 1-7626)	
10.1(v)	Universal Foods Corporation Supplemental Benefit Plan, including Amendment No. 1 thereto dated September 10, 1998	Exhibit 10.2(w) to Annual Report on Form 10-K for the fiscal year ended September 30, 1998 (Commission File No. 1-7626)	
10.1(v)(1)	Amendment No. 2 to Supplemental Benefit Plan dated December 12, 2000	Exhibit 10.1(u)(1) to Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (Commission File No. 1-7626)	
10.1(w)	Universal Foods Corporation Transition Retirement Plan, including Amendment No. 1 thereto, dated September 10, 1998	Exhibit 10.2(x) to Annual Report on Form 10-K for the fiscal year ended September 30, 1998 (Commission File No. 1-7626)	
10.1(w)(1)	Amendment No. 2 to the Transition Retirement Plan dated December 12, 2000	Exhibit 10.1(v)(1) to Annual Report on Form 10-K for the fiscal year ended December 31, 2000 (Commission File No. 1-7626)	
10.1(w)(2)	Amendment No. 3 to the Transition Retirement Plan dated August 16, 2002		X

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Exhibit Number	Description	Incorporated by Reference From	Filed Herewith
10.1(w)(3)	Amendment No. 4 to the Transition Retirement Plan dated December 26, 2002		X
13.1	Portions of Annual Report to Shareholders for the year ending December 31, 2002 that are incorporated by reference		X
21	Subsidiaries of the Registrant		X
23	Consent of Deloitte & Touche LLP		X
99.1	Notice of Annual Meeting and Proxy Statement dated March 21, 2003. Except to the extent specifically incorporated by reference herein, the Proxy Statement shall not be deemed to be filed with the Securities and Exchange Commission as part of this Annual Report on Form 10-K	Filed on Schedule 14A dated March 21, 2003 (Commission File No. 1-7626)	
99.2	Certifications of Sensient's Chairman, President and Chief Executive Officer and Vice President, Chief Financial Officer and Treasurer pursuant to 18 United States Code § 1350		X

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Section 2: EX-3.2 (BY-LAWS OF SENSIENT TECHNOLOGIES CORPORATION)

EXHIBIT 3.2

SENSIENT TECHNOLOGIES CORPORATION AMENDED AND RESTATED BY-LAWS

1. OFFICES

1.1 Business Offices. The principal office of the corporation in the State of Wisconsin shall be located in the City of Milwaukee, County of Milwaukee. The corporation may have such other offices, either within or without the State of Wisconsin, as the Board of Directors may designate or as the business of the corporation may require from time to time.

1.2 Registered Office. The registered office of the corporation required by the Wisconsin Business Corporation Law to be maintained in the State of Wisconsin may be, but need not be, identical with the principal office in the State of Wisconsin, and the address of the registered office may be changed from time to time by the Board of Directors.

2. SHAREHOLDERS

2.1 Annual Meeting. The date of the annual meeting of shareholders shall be set by the Board of Directors each year for the third Thursday after the first Friday of April, or on such other day as may be designated by the Board of Directors, upon the recommendation of the Nominating and Corporate Governance Committee, for the purpose of electing directors and transacting such other business as may come before the meeting; provided, however, that any such other date shall be not later than June 1. In fixing a meeting date for any annual meeting of shareholders, the Board of Directors may consider such factors as it deems relevant within the good faith exercise of its business judgment.

2.2 Purposes of Annual Meeting. At an annual meeting of shareholders (an "Annual Meeting"), only business properly brought before the meeting as provided in this Section may be transacted. To be properly brought before an Annual Meeting, business must be (i) brought before the meeting by or at the direction of the Board of Directors, or (ii) otherwise properly brought before the meeting by a shareholder of record where the shareholder has complied with the requirements of this Section. To bring business before an Annual Meeting, a shareholder must have given written notice thereof, either by personal delivery or by United States certified mail, postage prepaid, to the Secretary of the corporation, that is received by the Secretary not less than fifty (50) days in advance of the third Thursday after the first Friday in the month of April next following the last Annual Meeting held; provided that if the Annual Meeting of shareholders is held earlier than the third Thursday after the first Friday in

the month of April, such notice must be given on or before the later of (x) the date fifty (50) days prior to the earlier date of the Annual Meeting and (y) the date ten (10) business days after the first public disclosure, which may include any public filing with the Securities and Exchange Commission or a press release to Dow Jones & Company or any similar service, of the earlier date of the Annual Meeting. Any such notice shall set forth the following as to each matter the shareholder proposes to bring before the Annual Meeting: (A) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting and, if such business includes a proposal to amend the Amended and Restated Articles of Incorporation or By-laws of the corporation, the language of the proposed amendment; (B) the name and

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address, as they appear on the corporation's books, of the shareholder proposing such business and the beneficial owner or owners, if any, on whose behalf the business is proposed; (C) the class and number of shares of the corporation which are beneficially owned by such shareholder and beneficial owner or owners; (D) a representation that the shareholder is a holder of record of stock of the corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business; and (E) any material interest of the shareholder and beneficial owner or owners in such business and such persons' reasons for conducting such business at the meeting. If the chairman of the shareholders meeting shall determine that business was not properly brought before the meeting and in accordance with the provisions of the By-laws, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted. Notwithstanding the foregoing provisions of this Section, a shareholder shall also comply with all applicable requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder with respect to the matters set forth in this Section.

2.3 Special Meetings.

(a) A special meeting of the shareholders of the corporation (a "Special Meeting") may be called only by (i) the Chairman of the Board, (ii) the Chief Executive Officer, or (iii) the Board of Directors, and shall be called by the Chairman of the Board or the Chief Executive Officer upon the written demand, in accordance with this Section 2.3, of the holders of record of shares representing at least 10% of all the votes entitled to be cast on any issue proposed to be considered at the Special Meeting. Only such business shall be conducted at a Special Meeting as shall have been described in the notice of meeting sent to shareholders pursuant to Section 2.5 of these By-laws.

(b) To enable the corporation to determine the shareholders entitled to demand a Special Meeting, the Board of Directors may fix a record date to determine the shareholders entitled to make such a demand (the "Demand Record Date"). The Demand Record Date shall not precede the date upon which the resolution fixing the Demand Record Date is adopted by the Board of Directors and shall not be more than ten (10) days after the date upon which the resolution fixing the Demand Record Date is adopted by the Board of Directors. Any shareholder of record seeking to have shareholders demand a Special Meeting shall, by written notice to the Secretary of the corporation, request the Board of Directors to fix a Demand Record Date. The Board of Directors shall promptly, but in all events within ten (10) days after the date on which a valid request to fix a Demand Record Date is received, adopt a resolution fixing the Demand Record Date and shall make a public announcement of such Demand Record Date. If no Demand Record Date has been fixed by the Board of Directors within ten (10) days after the date on which such request is received by the Secretary, the Demand Record Date shall be the tenth (10th) day after the first date on which a valid written request to set a Demand Record Date is received by the Secretary. To be valid, such written request shall set forth the purpose or purposes for which the Special Meeting is to be held, shall be signed by one or more shareholders of record (or their duly authorized proxies or other representatives), shall bear the date of signature of each such shareholder (or proxy or other representative) and shall set forth all information about each such shareholder and about the beneficial owner or owners, if any, on whose behalf the request is made that would be required to be set forth in a shareholder's notice described in Sections 2.2 and 3.9 of these By-laws.

(c) For a shareholder or shareholders to demand a Special Meeting, a written

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demand or demands for a Special Meeting by the holders of record as of the Demand Record Date of shares representing at least ten percent (10%) of all the votes entitled to be cast on each issue proposed to be considered at the Special Meeting must be delivered to the corporation. To be valid, each written demand by a shareholder for a Special Meeting shall set forth the specific purpose or purposes for which the Special Meeting is to be held (which purpose or purposes shall be limited to the purpose or purposes set forth in the written request to set a Demand Record Date received by the corporation pursuant to paragraph (b) of this Section 2.3), shall be signed by one or more persons who as of the Demand Record Date are shareholders of record (or their duly authorized proxies

or other representatives), shall bear the date of signature of each such shareholder (or proxy or other representative), shall set forth the name and address, as they appear in the corporation's books, of each shareholder signing such demand and the class or series and number of shares of the corporation which are owned of record and beneficially by each such shareholder, shall be sent to the Secretary by hand or by certified or registered mail, return receipt requested, and shall be received by the Secretary within seventy (70) days after the Demand Record Date.

(d) The corporation shall not be required to call a Special Meeting upon shareholder demand unless, in addition to the documents required by paragraph (c) of this Section 2.3, the Secretary receives a written agreement signed by each Soliciting Shareholder (as defined herein), pursuant to which each Soliciting Shareholder, jointly and severally, agrees to pay the corporation's costs of holding the Special Meeting, including the costs of preparing and mailing proxy materials for the corporation's own solicitation, provided that if each of the resolutions introduced by any Soliciting Shareholder at such meeting is adopted, and each of the individuals nominated by or on behalf of any Soliciting Shareholder for election as director at such meeting is elected, then the Soliciting Shareholders shall not be required to pay such costs. For purposes of this paragraph (d) the following terms shall have the meanings set forth below:

- (i) "Affiliate" shall have the meaning assigned to such term in Rule 12b-2 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act").
- (ii) "Participant" shall have the meaning assigned to such term in Rule 14a-11 promulgated under the Exchange Act.
- (iii) "Person" shall mean any individual, firm, corporation, partnership, joint venture, association, trust, unincorporated organization or other entity.
- (iv) "Proxy" shall have the meaning assigned to such term in Rule 14a-1 promulgated under the Exchange Act.
- (v) "Solicitation" shall have the meaning assigned to such term in Rule 14a-11 promulgated under the Exchange Act.
- (vi) "Soliciting Shareholder" shall mean, with respect to any Special Meeting demanded by a shareholder or shareholders, any of the following Persons:
 - (A) if the number of shareholders signing the demand or demands

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of meeting delivered to the corporation pursuant to paragraph (c) of this Section 2.3 is ten (10) or fewer, each shareholder signing any such demand;

- (B) if the number of shareholders signing the demand or demands of meeting delivered to the corporation pursuant to paragraph (c) of this Section 2.3 is more than ten (10), each Person who either (I) was a Participant in any Solicitation of such demand or demands or (II) at the time of the delivery to the corporation of the documents described in paragraph (c) of this Section 2.3, had engaged or intended to engage in any Solicitation of Proxies for use at such Special Meeting (other than a Solicitation of Proxies on behalf of the corporation); or
- (C) any Affiliate of a Soliciting Shareholder, if a majority of the directors of the corporation then in office determine, reasonably and in good faith, that such Affiliate should be required to sign the written notice described in paragraph (c) of this Section 2.3 and/or the written agreement described in this paragraph (d) in order to prevent the purposes of this Section 2.3 from being evaded.

(e) Except as provided in the following sentence, any Special Meeting shall be held at such hour and day as may be designated by whichever of the Chairman of the Board, the Chief Executive Officer or the Board of Directors shall have called such meeting. In the case of any Special Meeting called by the Chairman of the Board or the Chief Executive Officer upon the demand of shareholders (a "Demand Special Meeting"), such meeting shall be held at such hour and day as may be designated by the Board of Directors; provided, however, that the date of any Demand Special Meeting shall be not more than seventy (70) days after the Meeting Record Date (as defined in Section 2.6); and provided further that in the event that the directors then in office fail to designate an hour and date for a Demand Special Meeting within ten (10) days after the date that valid written demands for such meeting by the holders of record as of the Demand Record Date of shares representing at least ten percent (10%) of all the

votes entitled to be cast on each issue proposed to be considered at the special meeting are delivered to the corporation (the "Delivery Date"), then such meeting shall be held at 2:00 P.M. local time on the one hundredth (100th) day after the Delivery Date, or if such one hundredth (100th) day is not a Business Day (as defined below), on the first preceding Business Day. In fixing a meeting date for any Special Meeting, the Chairman of the Board, the Chief Executive Officer or the Board of Directors may consider such factors as he or it deems relevant within the good faith exercise of his or its business judgment, including, without limitation, the nature of the action proposed to be taken, the facts and circumstances surrounding any demand for such meeting, and any plan of the Board of Directors to call an Annual Meeting or a Special Meeting for the conduct of related business.

(f) The corporation may engage independent inspectors of elections to act as an agent of the corporation for the purpose of promptly performing a ministerial review of the validity of any purported written demand or demands for a Special Meeting received by the Secretary. For the purpose of permitting the inspectors to perform such review, no purported demand shall be deemed to have been delivered to the corporation until the earlier of (i) five (5)

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Business Days following receipt by the Secretary of such purported demand and (ii) such date as the independent inspectors certify to the corporation that the valid demands received by the Secretary represent at least ten percent (10%) of all the votes entitled to be cast on each issue proposed to be considered at the Special Meeting. Nothing contained in this paragraph shall in any way be construed to suggest or imply that the Board of Directors or any shareholder shall not be entitled to contest the validity of any demand, whether during or after such five (5) Business Day period, or to take any other action (including, without limitation, the commencement, prosecution or defense of any litigation with respect thereto).

(g) For purposes of these By-laws, "Business Day" shall mean any day other than a Saturday, a Sunday or a day on which banking institutions in the State of Wisconsin are authorized or obligated by law or executive order to close.

2.4 Place of Meeting. The Board of Directors, the Chairman of the Board or the Chief Executive Officer may designate any place, either within or without the State of Wisconsin, as the place of meeting for the Annual Meeting, any Special Meeting or any postponement thereof. If the Board of Directors, the Chairman of the Board or the Chief Executive Officer shall fail or neglect to make such designation, the Secretary shall designate the place of such meeting. If no designation is made, the place of meeting shall be the registered office of the corporation in the State of Wisconsin. Any adjourned meeting may be reconvened at any place designated by vote of the Board of Directors or by the Chairman of the Board or the Chief Executive Officer.

2.5 Notice of Meeting. The corporation shall send written or printed notice stating the place, day and hour of any Annual Meeting or Special Meeting not less than ten (10) days nor more than sixty (60) days before the date of such meeting either personally or by mail to each shareholder of record entitled to vote at such meeting and to other shareholders as may be required by law or by the Amended and Restated Articles of Incorporation. In the event of any Demand Special Meeting, such notice of meeting shall be sent not more than thirty (30) days after the Delivery Date. If mailed, such notice of meeting shall be addressed to the shareholder at the shareholder's address as it appears on the corporation's record of shareholders. Unless otherwise required by law or the Amended and Restated Articles of Incorporation, a notice of an Annual Meeting need not include a description of the purpose for which the meeting is called. In the case of any Special Meeting, (a) the notice of meeting shall describe any business that the Board of Directors shall have theretofore determined to bring before the meeting and (b) in the case of a Demand Special Meeting, the notice of meeting (i) shall describe any business set forth in the statement of purpose of the demands received by the corporation in accordance with Section 2.3 of these By-laws and (ii) shall contain all of the information required in the notice received by the corporation in accordance with Section 2.3(b) of these By-laws. A shareholder's attendance at a meeting, in person or by proxy, waives objection to the following: (A) lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting or promptly upon arrival objects to holding the meeting or transacting business at the meeting; and (B) consideration of a particular matter at the meeting that is not within the purpose described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

2.6 Fixing of Certain Record Dates.

(a) The Board of Directors may fix a future date not less than ten (10) days and not more than sixty (60) days prior to the date of any Annual Meeting or Special Meeting as the

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record date for the determination of shareholders entitled to notice of, or to

vote at, such meeting (the "Meeting Record Date"). In the case of any Demand Special Meeting, (i) the Meeting Record Date shall be not later than the thirtieth (30th) day after the Delivery Date and (ii) if the Board of Directors fails to fix the Meeting Record Date within thirty (30) days after the Delivery Date, then the close of business on such thirtieth (30th) day shall be the Meeting Record Date. The shareholders of record on the Meeting Record Date shall be the shareholders entitled to notice of and to vote at the meeting. Except as may be otherwise provided by law, a determination of shareholders entitled to notice of or to vote at a meeting of shareholders is effective for any adjournment of such meeting unless the Board of Directors fixes a new Meeting Record Date, which it shall do if the meeting is postponed or adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

(b) The Board of Directors may fix a future date as the record date for the determination of shareholders entitled to receive payment of any share dividend or distribution. If no record date is so fixed by the Board of Directors, the record date for determining shareholders entitled to a distribution (other than a distribution involving a purchase, redemption or other acquisition of the corporation's shares) or a share dividend is the date on which the Board of Directors authorized the distribution or share dividend, as the case may be.

2.7 Voting Lists. After a record date for a Special Meeting or Annual Meeting has been fixed, the corporation shall prepare a list of the names of all of the shareholders entitled to notice of the meeting. The list shall be arranged by class or series of shares, if any, and show the address of and number of shares held by each shareholder. Such list shall be available for inspection by any shareholder, beginning two business days after notice of the meeting is given for which the list was prepared and continuing to the date of the meeting, at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. The corporation shall make the shareholders' list available at the meeting, and any shareholder or his or her agent or attorney may inspect the list at any time during the meeting or any adjournment thereof. Refusal or failure to prepare or make available the shareholders' list shall not affect the validity of any action taken at a meeting of shareholders.

2.8 Quorum; Votes. Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. If the corporation has only one class of stock outstanding, such class shall constitute a separate voting group for purposes of this Section 2.8. Except as otherwise provided in the Amended and Restated Articles of Incorporation or the Wisconsin Business Corporation Law, a majority of the votes entitled to be cast on the matter shall constitute a quorum of the voting group for action on that matter. Once a share is represented for any purpose at a meeting, other than for the purpose of objecting to holding the meeting or transacting business at the meeting, it is considered present for purposes of determining whether a quorum exists for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for the adjourned meeting. If a quorum exists, except in the case of the election of directors, action on a matter shall be approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the Amended and Restated Articles of Incorporation or the Wisconsin Business Corporation Law requires a greater number of affirmative votes. Unless otherwise provided in the Amended and Restated Articles of Incorporation, each director shall be elected by a plurality of the votes cast by the shares entitled to vote in the election of directors at a meeting at which a quorum is present.

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2.9 Proxies. At all meetings of shareholders, a shareholder entitled to vote may vote his or her shares in person or by proxy. A shareholder may appoint a proxy to vote or otherwise act for the shareholder by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent of the corporation authorized to tabulate votes. An appointment is valid for eleven months from the date of its signing unless a different period is expressly provided in the appointment form.

2.10 Voting of Shares. Each outstanding share, regardless of class, shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders, except to the extent that the voting rights of the shares of any class or classes are enlarged, limited, or denied by the Amended and Restated Articles of Incorporation of the corporation or by the Wisconsin Business Corporation Law.

2.11 Subsidiary Shares. Shares held by another corporation, if a sufficient number of shares entitled to elect a majority of the directors of such other corporation is held directly or indirectly by the corporation, shall not be entitled to vote at any meeting, but shares held in a fiduciary capacity may be voted.

2.12 Acceptance of Instruments Showing Shareholder Action. If the name signed on a vote, consent, waiver or proxy appointment corresponds to the name of a shareholder, the corporation, if acting in good faith, may accept the vote.

consent, waiver or proxy appointment and give it effect as the act of a shareholder. If the name signed on a vote, consent, waiver or proxy appointment does not correspond to the name of a shareholder, the corporation, if acting in good faith, may accept the vote, consent, waiver or proxy appointment and give it effect as the act of the shareholder if any of the following apply:

(a) The shareholder is an entity and the name signed purports to be that of an officer or agent of the entity.

(b) The name purports to be that of a personal representative, administrator, executor, guardian or conservator representing the shareholder and, if the corporation requests, evidence of fiduciary status acceptable to the corporation is presented with respect to the vote, consent, waiver or proxy appointment.

(c) The name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder and, if the corporation requests, evidence of this status acceptable to the corporation is presented with respect to the vote, consent, waiver or proxy appointment.

(d) The name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the shareholder and, if the corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the shareholder is presented with respect to the vote, consent, waiver or proxy appointment.

(e) Two or more persons are the shareholders as co-tenants or fiduciaries and the name signed purports to be the name of at least one of the co-owners and the person signing appears to be acting on behalf of all co-owners.

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The corporation may reject a vote, consent, waiver or proxy appointment if the Secretary or other officer or agent of the corporation who is authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the shareholder.

2.13 Conduct of Meeting. The Chairman of the Board, and in his or her absence, any officer or director designated by the Chairman of the Board, and in his or her absence, the Chief Executive Officer, and in his or her absence, the President, and in his or her absence, a Vice President in the order provided under Section 4.7 of these By-laws, and in their absence, any person chosen by the shareholders present, shall call any Annual Meeting or Special Meeting to order and shall act as Chairman of the Meeting, and the Secretary of the corporation shall act as secretary of any meeting of the shareholders, but in the absence of the Secretary, the Chairman of the Meeting may appoint any other person to act as secretary of the meeting.

2.14 Postponement; Adjournment.

(a) Any Annual Meeting or any Special Meeting called by the Chairman of the Board, the Chief Executive Officer (other than a Demand Special Meeting) or the Board of Directors may be postponed at any time or from time to time after written notice of the meeting has been delivered to shareholders as follows: (i) in the case of the Annual Meeting or a Special Meeting called by the Board of Directors, by action of the Board of Directors or a duly authorized committee thereof and (ii) in the case of a Special Meeting called by the Chairman of the Board or the Chief Executive Officer, at the request of the person calling the meeting and with the consent of the Board of Directors or a duly authorized committee thereof. Any such postponement or postponements shall be disclosed in any public filing with the Securities and Exchange Commission or by means of a press release to Dow Jones & Company or any similar service promptly following such postponement, and promptly thereafter written notice of such postponement stating the place, day and hour to which the meeting was postponed shall be delivered to each shareholder of record entitled to vote at such meeting.

(b) A meeting of shareholders may be adjourned to a different date, time or place from time to time, whether or not there is a quorum, (i) at any time, upon a resolution of shareholders if the number of votes cast in favor of such resolution exceed the number of votes cast against such resolution, or (ii) by order of the chairman of the meeting, but only where such order is delivered before any business is transacted at such meeting and such adjournment is for a period of thirty (30) days or less. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally noticed. Any such adjournment or adjournments pursuant to clause (i), if the new date, time and place of the meeting are not announced at the meeting prior to adjournment or if a new record date is or must be fixed for the meeting, or pursuant to clause (ii) shall be disclosed in any public filing with the Securities and Exchange Commission or by means of a press release to Dow Jones & Company or any similar service promptly following such adjournment, and promptly thereafter written notice of such adjournment stating the date, time and place to which the meeting was adjourned shall be delivered to each shareholder of record entitled to vote at such meeting, except that (except as may be otherwise required by law) no such

disclosure in filings, press releases or notices to shareholders shall be required if an adjournment is for a period of forty-eight (48) hours or less.

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3. BOARD OF DIRECTORS

3.1 General Powers. All corporate powers of the corporation shall be exercised by or under the authority of, and the business and affairs of the corporation managed under the direction of, its Board of Directors.

3.2 Number, Tenure and Qualifications.

(a) The number of directors of the corporation shall be eleven (11). No more than two (2) officers or employees of the corporation or any of its subsidiaries shall simultaneously serve as directors of the corporation. The directors shall be divided into three (3) classes with the first class to consist of three (3) directors and the second and third classes to consist of four (4) directors each. The term of office of those of the first class shall expire at the Annual Meeting to be held in January, 1984, and of the second class one year thereafter and of the third class, two years thereafter, and in all cases, until their respective successors shall have been elected and qualified. At the Annual Meetings following the initial election of directors by classes, the successors to the class of directors whose term expires in that year shall be elected for a term of three (3) years to succeed those whose terms expire, so that the term of office of one class of directors shall expire in each year, but, subject to the provisions of the By-laws of the corporation, each director shall hold office for the term for which he or she is elected and until his or her successor is elected and, if necessary, qualified or until there is a decrease in the number of directors that takes effect upon or after the expiration of the term for which he or she is elected.

(b) Directors need not be residents of the State of Wisconsin or shareholders of the corporation. A director having attained age seventy (70) shall automatically cease to be a director of the corporation effective as of the Annual Meeting immediately following such director's seventieth (70th) birthday. All directors who are also officers of the corporation shall automatically cease to be directors of the corporation, effective as of his or her date of termination of employment from the corporation, with the exception of any corporate officer holding, or who has held the position of Chief Executive Officer.

(c) A Chairman of the Board shall be elected by the Board of Directors from among its members to preside at all meetings of the shareholders and the Board of Directors. The Director, who need not be an employee of the corporation, elected Chairman of the Board shall serve in such position for the term of office as elected by the shareholders or the Board of Directors and until his or her successor shall have been duly elected or until his or her death or until resignation or removal in the manner hereinafter provided. The Chairman of the Board, if an employee of the corporation, may be elected Chief Executive Officer of the corporation by the Board of Directors. The Chairman of the Board shall perform all duties incident to the office and such other duties as may be prescribed by the Board of Directors from time to time.

(d) All directors of the corporation, who are not simultaneously employed as officers by the corporation, shall be properly compensated and reimbursed for their services as a director on the basis of an annual retainer, meeting attendance fees and reasonable expenses incurred as a director as established and approved annually by the Board of Directors upon the recommendation of the Nominating and Corporate Governance Committee. Any employee of the corporation, who is elected a director of the corporation, shall not receive any compensation, expense reimbursement or participation in director benefit programs for his or her services as a

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director of the corporation. A Chief Executive Officer, who retires from the corporation prior to attaining age seventy (70) while serving as a director, immediately becomes eligible for compensation, expense reimbursement and director benefit program participation as a non-employee director effective as of the individual's retirement date from the corporation.

3.3 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-law immediately after, and at the same place as, the Annual Meeting of shareholders, and each adjourned session thereof. The Board of Directors may, by resolution, provide the time and place, either within or without the State of Wisconsin, for the holding of additional regular meetings without other notice than such resolution.

3.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, Chief Executive Officer or a majority of the number of directors fixed by Section 3.2. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Wisconsin, as the place for holding any special meeting of the Board of Directors called by them.

3.5 Notice of Meetings. Except as otherwise provided in the Amended and Restated Articles of Incorporation or the Wisconsin Business Corporation Law, notice of the date, time and place of any special meeting of the Board of Directors and of any special meeting of a committee of the Board of Directors shall be given orally or in writing to each director or committee member at least forty-eight (48) hours prior to the meeting, except that notice by mail shall be given at least seventy-two (72) hours prior to the meeting. The notice need not describe the purpose of the meeting.

3.6 Quorum; Votes. One-third (1/3) of the number of directors fixed by Section 3.2 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but though less than such quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present shall be the act of the Board of Directors, unless the act of a greater number is required by law, by the Amended and Restated Articles of Incorporation or by these By-laws.

3.7 Removal and Resignation. A director may be removed from office by the affirmative vote of the holders of two-thirds (2/3) of the outstanding shares entitled to vote taken at a meeting called for that purpose. A director may resign at any time by delivering his written resignation to the Secretary of the corporation or to the Chairman of the Board. A resignation is effective when the notice is received unless the notice specifies a later effective date.

3.8 Vacancies. Any vacancy occurring in the Board of Directors, including a vacancy created by an increase in the number of directors, may be filled by any of the following: (i) the shareholders, (ii) the Board of Directors or (iii) if the directors remaining in office constitute fewer than a quorum of the Board of Directors, the directors, by the affirmative vote of a majority of all directors remaining in office; provided, however, that if the vacant office was held by a director elected by a voting group of shareholders, only the holders of shares of that voting group may vote to fill the vacancy if it is filled by the shareholders, and only the remaining directors elected by that voting group may vote to fill the vacancy if it is filled by the directors. The Directors so elected shall hold office until the next succeeding election of the class for which such director shall have been elected.

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3.9 Nominations. Nominations for the election of directors may be made only by the Board of Directors, by the Nominating and Corporate Governance Committee of the Board of Directors (or, if none, any other committee serving a similar function) or by any shareholder entitled to vote generally in elections of directors where the shareholder complies with the requirements of this Section. Any shareholder of record entitled to vote generally in elections of directors may nominate one or more persons for election as directors at a meeting of shareholders only if written notice of such shareholder's intent to make such nomination or nominations has been given to the Secretary of the corporation and is received by the Secretary (i) with respect to an election to be held at an Annual Meeting, not more than ninety (90) days nor less than fifty (50) days in advance of the third Thursday after the first Friday of the month of April next following the last Annual Meeting held; provided, that if the Annual Meeting is held earlier than the third Thursday after the first Friday of the month of April, such notice must be given on or before the later of (x) the date fifty (50) days prior to the earlier date of the Annual Meeting and (y) the date ten (10) business days after the first public disclosure, which may include any public filing with the Securities and Exchange Commission or a press release to Dow Jones & Company or any similar service, of the earlier date of the Annual Meeting, and (ii) with respect to an election to be held at a Special Meeting as to which notice of such meeting states that it is to be held for the election of directors, not earlier than ninety (90) days prior to such Special Meeting and not later than the close of business on the later of (x) the tenth (10th) business day following the date on which notice of such meeting is first given to shareholders and (y) the fiftieth (50th) day prior to such Special Meeting. Each such notice of a shareholder's intent to nominate a director or directors at an Annual Meeting or Special Meeting shall set forth the following: (A) the name and address, as they appear on the corporation's books, of the shareholder who intends to make the nomination and of the beneficial owner or owners, if any, on whose behalf the nomination is to be made and the name and residence address of the person or persons to be nominated; (B) the class and number of shares of the corporation which are beneficially owned by the shareholder and beneficial owner or owners; (C) a representation that the shareholder is a holder of record of stock of the corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice; (D) a description of all arrangements or understandings between the shareholder and/or beneficial owner or owners and each nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by the shareholders; (E) such other information regarding each nominee proposed by such shareholder as would be required to be disclosed in solicitations of proxies for election of directors, or would be otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended, including any information that would be required to be included in a proxy statement filed pursuant to Regulation 14A had the nominee been nominated by the Board of Directors; and (F) the written consent of each nominee to be named in a proxy statement and to serve as a director of the corporation if so elected. No person

shall be eligible to serve as a director of the corporation unless nominated in accordance with the procedures set forth in this By-law. If the chairman of the shareholders meeting shall determine that a nomination was not made in accordance with the procedures prescribed by the By-laws, he or she shall so declare to the meeting and the defective nomination shall be disregarded. Notwithstanding the foregoing provisions of this Section 3.9, a shareholder shall also comply with all applicable requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder with respect to the matters set forth in this Section.

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3.10 Compensation. The Board of Directors, irrespective of any personal interest of any of its members, upon the recommendation of the Nominating and Corporate Governance Committee, may establish compensation of all directors for services to the corporation as directors, or may delegate such authority to an appropriate committee.

3.11 Presumption of Assent. A director of the corporation who is present and is announced as present at a meeting of the Board of Directors or a committee thereof of which he or she is a member at which action on any corporate matter is taken assents to the action taken, unless any of the following occurs: (i) the director objects at the beginning of the meeting or promptly upon his or her arrival to the holding of the meeting or transacting business at the meeting; (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting; (iii) the director delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting; or (iv) the director dissents or abstains from action taken, minutes of the meeting are prepared that fail to show the director's dissent or abstention from the action taken and the director delivers to the corporation a written notice of that failure that complies with Section 180.0141 of the Wisconsin Business Corporation Law promptly after receiving the minutes. Such right to dissent or abstain shall not apply to a director who voted in favor of such action.

3.12 Committees of the Board of Directors.

(a) Subject to the provisions of the Wisconsin Business Corporation Law, there shall be those committees of the Board of Directors set forth in Sections 3.13-3.18 of these By-laws, and the Board of Directors may from time to time establish other committees including standing or special committees, which shall have such duties and powers as are authorized by these By-laws or by the Board of Directors; provided, however, that no committee shall do any of the following: (i) authorize distributions; (ii) approve or propose to shareholders action that the Wisconsin Business Corporation Law requires be approved by shareholders; (iii) fill vacancies on the Board of Directors or, unless the Board of Directors provides by resolution that any vacancies on a committee shall be filled by the affirmative vote of a majority of the remaining committee members, on any of its committees; (iv) amend the corporation's Amended and Restated Articles of Incorporation; (v) adopt, amend or repeal the corporation's By-laws; (vi) approve a plan of merger not requiring shareholder approval; (vii) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors; and (viii) authorize or approve the issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences and limitations of a class or series of shares, except that the Board of Directors may authorize a committee or the Chief Executive Officer of the corporation to do so within limits prescribed by the Board of Directors. In addition to the powers expressly enumerated in these By-laws, the Board of Directors may, by resolution, at any time desirable, adopt new powers and authority of any committee.

(b) Committee members and the chairman of each committee, including any alternates, shall be recommended by the Nominating and Corporate Governance Committee and shall be appointed by the Board of Directors as provided in the Wisconsin Business Corporation Law. Any member of any committee may be removed at any time with or without cause by the Board of Directors. Vacancies which occur in any committee may be filled by a resolution of the Board of Directors. If any vacancy shall occur in any committee by reason of death, resignation, disqualification, removal or otherwise, the remaining members of such committee, so long as the

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committee has at least two (2) members and a quorum is present, may continue to act until such vacancy is filled. The Board of Directors may, by resolution, at any time deemed desirable, discontinue any standing or special committee, subject to the requirements of the By-laws of the corporation. Members of standing committees, and their chairmen, shall be appointed yearly at the organizational meeting of the Board of Directors which is held immediately following the Annual Meeting of shareholders. Members of committees may receive such compensation for their services as the Board of Directors, upon the recommendation of the Nominating and Corporate Governance Committee, may determine.

3.13 Executive Committee. There shall be an Executive Committee of the Board of Directors. The Executive Committee shall consist of the Chief Executive Officer of the corporation and not less than three (3) other directors. Subject to the Wisconsin Business Corporation Law and Section 3.12 of these By-laws, the Executive Committee shall have all of the powers of the Board of Directors in the management and conduct of the business and affairs of the corporation in the intervals between meetings of the Board of Directors, and shall report its actions to the Board of Directors at its regular meetings.

3.14 Audit Committee. There shall be an Audit Committee of the Board of Directors. The purposes of the Committee are (1) to assist the Board of Directors in overseeing (a) the quality and integrity of the corporation's financial statements, (b) the qualifications and independence of the corporation's independent auditor, (c) the performance of the corporation's internal audit function and independent auditor, and (d) the corporation's compliance with legal and regulatory requirements; (2) to prepare the report of the Committee required to be included in the corporation's annual proxy statement under the rules of the Securities and Exchange Commission.; and (3) to perform the duties and responsibilities set forth below. The provisions of this Section 3.14 shall constitute the Charter of the Audit Committee.

Membership

1. The Committee shall have at least three (3) members. Each member of the Committee shall satisfy the independence requirements relating to directors and audit committee members (a) of the New York Stock Exchange and (b) under Section 10A(m) of the Securities Exchange Act of 1934 (the "Exchange Act") and any related rules and exemptions promulgated thereunder by the Securities and Exchange Commission.
2. The members of the Committee shall be appointed by the Board of Directors on the recommendation of the Nominating and Corporate Governance Committee, which shall recommend for Committee membership such directors as it believes are qualified. Members of the Committee shall serve at the pleasure of the Board of Directors and for such term or terms as the Board of Directors may determine.
3. No director may serve as a member of the Committee if such director serves on the audit committee of more than two other public companies, unless the Board of Directors determines that such simultaneous service would not impair the ability of such director to effectively serve on the Committee.
4. Each member of the Committee shall be financially literate, as such qualification is interpreted by the Board of Directors in its business judgment, or must become

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financially literate within a reasonable period of time after appointment to the Committee. At least one member of the Committee shall qualify as a financial expert, as such term is defined by the Securities and Exchange Commission pursuant to Section 407 of the Sarbanes-Oxley Act of 2002.

Structure and Operations

5. One of the members of the Committee will be designated by the Board of Directors to serve as the Committee chairperson. The affirmative vote of a majority of the members of the Committee is necessary for the adoption of any resolution. The Committee may create one or more subcommittees and may delegate, in its discretion, all or a portion of its duties and responsibilities to such subcommittees. The Committee may delegate to one or more designated members of the Committee the authority to grant pre-approvals of audit and non-audit services pursuant to Section 10A(i)(3) of the Exchange Act and any related rules promulgated thereunder by the Securities and Exchange Commission, which pre-approvals shall be presented to the full Committee at the next scheduled meeting.
6. The Committee shall have a regularly scheduled meeting at least once every fiscal quarter, at such times and places as shall be determined by the Committee chairperson, and may have such additional meetings as the Committee chairperson or any two (2) of the Committee's members deem necessary or desirable. The Committee may request (a) any officer or employee of the corporation, (b) the corporation's outside counsel or (c) the corporation's independent auditor to attend any meeting (or portions thereof) of the Committee, or to meet with any members of or consultants to the Committee, and to provide such information as the Committee deems necessary or desirable.
7. The Committee shall meet separately, periodically, with management, with the corporation's internal auditors (or other personnel responsible for the corporation's internal audit function) and with the independent auditor.

Duties and Responsibilities

The Committee's duties and responsibilities shall include all of the following items, and such other matters as may from time to time be delegated to the Committee by the Board of Directors:

Reports to the Board of Directors; Review of Committee Performance and Charter

8. The Committee shall report regularly to the Board of Directors and review with the Board of Directors any issues that arise with respect to: (i) the quality or integrity of the corporation's financial statements; (ii) the performance and independence of the corporation's independent auditor; (iii) the performance of the corporation's internal audit function; and (iv) the corporation's compliance with legal and regulatory requirements.
9. The Committee shall undertake and review with the Board of Directors an annual performance evaluation of the Committee, which shall compare the performance of the Committee with the requirements of this Charter and set forth the goals and objectives of the Committee for the upcoming year. The performance evaluation by

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the Committee shall be conducted in such manner as the Committee deems appropriate. The report to the Board of Directors may take the form of an oral report by the chairperson of the Committee or any other member of the Committee designated by the Committee to make this report.

10. The Committee shall review and reassess the adequacy of this charter at least annually and recommend any proposed changes to the Board of Directors for approval.

The Corporation's Relationship With the Independent Auditor

11. The Committee shall have the sole and direct responsibility and authority for the appointment and termination (subject, if applicable, to shareholder ratification), compensation, evaluation and oversight of the work of each independent auditor employed by the corporation for the purpose of preparing or issuing an audit report or related work, and each such independent auditor shall report directly to the Committee. The Committee shall be responsible for resolving disagreements between management and each such independent auditor regarding financial reporting.
12. The Committee shall have the responsibility and authority to approve, in advance of the provision thereof, all audit services and, subject to Section 10A(i) of the Exchange Act and rules promulgated thereunder, all non-audit services to be provided to the corporation by any such independent auditor. The Committee shall have the sole authority to approve any compensation payable by the corporation for any approved audit or non-audit services to any such independent auditor, including the fees, terms and conditions for the performance of such services.
13. The Committee shall review the independent auditors' audit plan, including its scope, staffing, locations, reliance upon management, and internal audit and general audit approach.
14. The Committee shall, at least annually: (i) obtain a written report by the independent auditor describing, to the extent permitted under applicable auditing standards: (a) the independent auditor's internal quality-control procedures; (b) any material issues raised by the most recent quality-control review, or peer review, of the independent auditor, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the independent auditor, and any steps taken to deal with any such issues; and (c) all relationships between the independent auditor and the corporation; and (ii) review the foregoing report and the independent auditor's work throughout the year and evaluate the independent auditor's qualifications, performance and independence, including a review and evaluation of the lead partner on the independent auditor's engagement with the corporation, and present its conclusions to the Board of Directors and, if so determined by the Committee, recommend that the Board of Directors take additional action to satisfy itself of the qualifications, performance and independence of the independent auditor.

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15. The Committee shall, at least annually, discuss with the independent auditor, out of the presence of management if deemed appropriate: (i) the matters required to be discussed by Statement on Auditing Standards 61, as it may be modified or supplemented, relating to the

conduct of the audit; (ii) the audit process, including, without limitation, any problems or difficulties encountered in the course of the performance of the audit, including any restrictions on the independent auditor's activities or access to requested information imposed by management, and management's response thereto, and any significant disagreements with management; and (iii) the corporation's internal controls and the responsibilities, budget and staffing of the corporation's internal audit function, including any "management" or "internal control" letter issued or proposed to be issued by such auditor to the corporation.

16. The Committee shall establish policies for the corporation's hiring of employees or former employees of the independent auditor.
17. The Committee shall review, and discuss as appropriate with management, the internal auditors and the independent auditor, the report of the independent auditor required by Section 10A(k) of the Exchange Act.

Financial Reporting and Disclosure Matters

18. The Committee shall review and discuss with management and the independent auditor:
 - (i) prior to the annual audit, the scope, planning and staffing of the annual audit;
 - (ii) the corporation's annual audited financial statements and quarterly financial statements, including the corporation's disclosures under "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the results of the independent auditor's reviews of the quarterly financial statements;
 - (iii) significant issues regarding accounting and auditing principles and practices and financial statement presentations, including all critical accounting policies and estimates, any significant changes in the corporation's selection or application of accounting principles and any significant issues as to the adequacy of the corporation's internal controls and any special audit steps adopted in light of the material control deficiencies;
 - (iv) analyses prepared by management and/or the independent auditor setting forth significant financial reporting issues and judgments made in connection with the preparation of the financial statements, including analyses of the effects of alternative GAAP methods on the financial statements;
 - (v) the effect of regulatory and accounting initiatives, as well as off-balance sheet structures, on the financial statements;

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19. (vi) any significant changes to the corporation's auditing and accounting principles and practices suggested by the independent auditor, internal audit personnel or management; and
- (vii) management's internal control report prepared in accordance with rules promulgated by the Securities and Exchange Commission pursuant to Section 404 of the Sarbanes-Oxley Act.
20. The Committee shall recommend to the Board of Directors whether the annual audited financial statements should be included in the corporation's Annual Report and Form 10-K.
21. The Committee shall review and discuss with management the corporation's practices regarding earnings press releases and the provision of financial information and earnings guidance by management to analysts and ratings agencies.
22. The Committee shall periodically review and discuss with management the corporation's guidelines and policies with respect to the process by which the corporation undertakes risk assessment and risk management, including discussion of the corporation's major financial risk exposures and the steps management has taken to monitor and control such exposures. The Committee shall not be required to undertake these reviews and discussions to the extent they are performed by the Finance Committee of the corporation.
23. The Committee shall review and discuss with the Chief Executive Officer and Chief Financial Officer the procedures undertaken in connection with the Chief Executive Officer and Chief Financial Officer certifications for Forms 10-K, Forms 10-Q and other reports including their evaluation of the corporation's disclosure controls and procedures and internal controls.

24. The Committee shall annually obtain from the independent auditor assurance that the audit was conducted in a manner consistent with Section 10A of the Exchange Act and any other applicable rules or regulations.

Internal Audit, Compliance Matters and Other

24. The Committee shall review the budget, activities, organizational structure, qualifications and performance of the internal audit department, as needed.
25. The Committee shall review any reports to management covering issues which are material to the company's financial statements prepared by internal audit personnel, and management's responses.
26. The Committee shall establish and maintain procedures for: (i) the receipt, retention, and treatment of complaints received by the corporation regarding accounting, internal accounting controls, or auditing matters; and (ii) the confidential, anonymous submission by employees of the corporation of concerns regarding questionable accounting or auditing matters.

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27. The Committee shall review with management and the independent auditor any correspondence with regulators or governmental agencies and any employee complaints or published reports that raise material issues regarding the corporation's financial statements or accounting policies.
28. On at least an annual basis, the Committee shall review with the corporation's counsel, any legal matters that could have a significant impact on the corporation's financial statements, the corporation's compliance with applicable laws and regulations, and inquiries received from regulators or governmental agencies.
29. The Committee shall exercise such other powers and perform such other duties and responsibilities as are required or recommended under New York Stock Exchange rules.
30. The Committee shall exercise such other powers and perform such other duties and responsibilities as are incidental to the purposes, duties and responsibilities specified herein and as may from time to time be delegated to the Committee by the Board of Directors.

Authority and Resources

The Committee may, without further approval by the Board of Directors, obtain such advice and assistance, including, without limitation, the performance of special audits, reviews and other procedures, from outside accounting, legal or other advisors as the Committee determines to be necessary or advisable in connection with the discharge of its duties and responsibilities hereunder. Any accounting, legal or other advisor retained by the Committee may, but need not, be in the case of an outside accountant, the same accounting firm employed by the corporation for the purpose of rendering or issuing an audit report on the corporation's annual financial statements, or in the case of an outside legal or other advisor, otherwise engaged by the corporation for any other purpose.

The corporation shall pay to the independent auditor employed by the corporation for the purpose of rendering or issuing an audit report and to any outside accounting, legal or other advisor retained by the Committee pursuant to the preceding paragraph such compensation, including, without limitation, usual and customary expenses and charges, as shall be determined by the Committee.

3.15 Compensation and Development Committee. There shall be a Compensation and Development Committee of the Board of Directors. The purposes of the Committee are to: (1) discharge the Board of Directors' responsibilities relating to compensation of the corporation's executives; (2) prepare any report of the Committee on executive compensation required by the rules and regulations of the Securities and Exchange Commission to be included in the corporation's annual proxy statement; and (3) perform the duties and responsibilities set forth below. The provisions of this Section 3.15 shall constitute the Charter of the Compensation and Development Committee.

Membership

- (a) The Committee shall be composed of at least three (3) members, each of

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whom shall be appointed by the Board of Directors on the recommendation of the Nominating and Corporate Governance Committee, which shall recommend for Committee membership such

directors as it believes are qualified. Members of the Committee shall serve at the pleasure of the Board of Directors and for such term or terms as the Board of Directors may determine.

- (b) Each member of the Committee shall meet the independence requirements of the New York Stock Exchange and be both a "nonemployee director" (within the meaning of Rule 16b-3 of the Securities and Exchange Act) and an "outside director" (within the meaning of Section 162(m)(4)(C) of the Internal Revenue Code).

Structure and Operations

- (c) One of the members of the Committee will be designated by the Board of Directors to serve as the Committee chairperson. The affirmative vote of a majority of the members of the Committee is necessary for the adoption of any resolution. The Committee may create one or more subcommittees and may delegate, in its discretion, all or a portion of its duties and responsibilities to such subcommittees.
- (d) The Committee shall have at least two regularly scheduled meetings per year, at such times and places determined by the Committee chairperson, and may have such additional meetings as the Committee chairperson or any two (2) of the Committee's members deem necessary or desirable. The Committee may invite such members of management to its meetings as it may deem desirable or appropriate, consistent with the maintenance of the confidentiality of compensation discussions.

Duties and Responsibilities

The Committee's duties and responsibilities shall include all of the responsibilities of a qualified compensation committee under New York Stock Exchange rules, including, but not limited to the following items, and such other matters as may from time to time be delegated to the Committee by the Board of Directors:

- (e) The Committee shall review and approve all compensation plans and programs (philosophy and guidelines) of the corporation and, in consultation with senior management, oversee the development and implementation of the corporation's compensation program, including salary structure, base salary, short and long-term incentive compensation plans, including stock options and nonqualified benefit plans and programs, including fringe benefit plans programs.
- (f) The Committee shall, at least annually, review and approve all compensation arrangements and changes in the compensation of the Chief Executive Officer and the other officers appointed by the Board of Directors, including, without limitation (i) base salary, (ii) short and long-term incentive awards and opportunities; (iii) employment agreements, severance arrangements and

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change-in-control agreements/provisions, in each case as, when and if appropriate; and (iv) any special or supplemental benefits.

- (g) The Committee shall, at least annually, review and approve corporate goals and objectives relevant to compensation of the Chief Executive Officer, evaluate the performance of the Chief Executive Officer in light of those goals and objectives, report the results of such evaluation to the Board of Directors and set the Chief Executive Officer's compensation level based on this evaluation.
- (h) The Committee shall review and approve all awards under the corporation's Stock Option Plans.
- (i) The Committee shall review and make recommendations to the Board of Directors with respect to incentive-compensation plans and equity-based plans, oversee the administration of these plans and discharge any responsibilities imposed on the Committee by any of these plans.
- (j) The Committee shall consider and make recommendations to the Board of Directors regarding the selection and retention of all elected officers of the corporation (as defined in Section 4.1) and shall annually recommend to the Board of Directors the appointment of such officers of the corporation at the time of the Annual Meeting of shareholders.
- (k) The Committee shall approve all executive employment contracts.

- (l) The Committee shall prepare such reports as are required to be included in the corporation's proxy statement, including an annual report regarding executive compensation for inclusion in the corporation's annual proxy statement in accordance with applicable Securities and Exchange Commission rules and regulations.
- (m) The Committee shall undertake and review with the Board of Directors an annual performance evaluation of the Committee, which shall compare the performance of the Committee with the requirements of the corporation's By-laws and the Committee's charter and set forth the goals and objectives of the Committee for the upcoming year. The Committee shall conduct such performance evaluation in such manner as the Committee deems appropriate, and may report the results of its performance evaluation through an oral report by the chairperson of the Committee or any other member of the Committee designated by the Committee to make this report.
- (n) The Committee shall annually review and approve the Chief Executive Officer's succession plans for the corporation.
- (o) The Committee shall oversee the corporation's regulatory compliance with respect to compensation matters, including the corporation's policies on structuring compensation programs to preserve tax deductibility, and, as and when required, establishing performance goals and certifying that performance goals have been obtained for purposes of Section 162(m) of the

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Internal Revenue Code.

- (e) The Committee shall report to the Board of Directors periodically on all matters for which the Committee has responsibility and at such times as the Board of Directors may otherwise request.
- (f) The Committee shall annually review and reassess the adequacy of this Charter and recommend to the Board of Directors for approval such changes as the Committee believes are appropriate.
- (g) The Committee shall exercise such other powers and perform such other duties and responsibilities as are incidental to the purposes, duties and responsibilities specified herein and as may from time to time be delegated to the Committee by the Board of Directors.

Authority and Resources

The Committee shall have the sole authority, without further approval by the Board of Directors, to select, retain and terminate a compensation consultant to assist in the evaluation of Chief Executive Officer or senior executive compensation and to approve any compensation payable by the corporation to such consultant, including the fees, terms and other conditions for the performance of such services. In addition, the Committee may, without further approval by the Board of Directors, obtain such advice and assistance from outside accounting, legal or other advisors as the Committee determines to be necessary or advisable in connection with the discharge of its duties and responsibilities hereunder. Any accounting, legal or other advisor retained by the Committee may, but need not, be in the case of an outside accountant, the same accounting firm employed by the corporation for the purpose of rendering or issuing an audit report on the corporation's annual financial statements, or in the case of outside counsel or other advisor, otherwise engaged by the corporation for any other purpose.

The corporation shall pay to any compensation consultant or outside accounting, legal or other advisor retained by the Committee pursuant to the preceding paragraph such compensation, including, without limitation, usual and customary expenses and charges, as shall be determined by the Committee.

3.16 Finance Committee. There shall be a Finance Committee of the Board of Directors. The Committee shall have the following membership and powers:

- (a) The Committee shall have at least three (3) members. At least fifty percent (50%) of the members of the Committee shall be non-employee directors.
- (b) The Committee shall review and approve the corporation's annual capital budget, long-term financing plans, existing credit facilities, investments and commercial and investment banking relationships.
- (c) The Committee shall review and approve the corporation's existing insurance coverages, foreign currency management and Stock Repurchase Program.
- (d) The Committee shall review and approve the financial management and

administrative operation of the corporation's qualified and non-qualified employee benefit plans.

(e) The Committee shall have such other duties as lawfully may be delegated to it from time to time by the Board of Directors.

3.17 Nominating and Corporate Governance Committee. There shall be a Nominating and Corporate Governance Committee of the Board of Directors. The purposes of the Committee are to: (1) identify individuals qualified and suitable to become members of the Board of Directors and its committees and recommend to the Board of Directors the director nominees for each Annual Meeting of shareholders; (2) develop and recommend to the Board of Directors a set of corporate governance principles for the corporation; and (3) perform the duties and responsibilities set forth below. The provisions of this Section 3.17 shall constitute the Charter of the Nominating and Corporate Governance Committee.

Membership

- (a) The Committee shall have at least three (3) members, each of whom shall meet the independence requirements of the New York Stock Exchange.
- (b) The members of the Committee shall be appointed by the Board of Directors on the recommendation of the Committee, which shall recommend for Committee membership such directors as it believes are qualified. Members of the Committee shall serve at the pleasure of the Board of Directors and for such term or terms as the Board of Directors may determine.

Structure and Operations

- (c) One of the members of the Committee will be designated by the Board of Directors to serve as the Committee chairperson. The affirmative vote of a majority of the members of the Committee is necessary for the adoption of any resolution. The Committee may create one or more subcommittees and may delegate, in its discretion, all or a portion of its duties and responsibilities to such subcommittees.
- (d) The Committee shall meet at least twice a year, at such times and places determined by the Committee chairperson, and may have such additional meetings as the Committee chairperson or any two (2) of the Committee's members deem necessary or desirable. The Committee may invite such members of management to its meetings as it may deem desirable or appropriate.

Duties and Responsibilities

The Committee's duties and responsibilities shall include all of the responsibilities of a nominating and corporate governance committee under New York Stock Exchange rules, including but not limited to the following items, and such other matters as may from time to time be delegated to the Committee by the Board of Directors:

Board of Directors and Committees

- (e) The Committee shall recommend to the Board of Directors appropriate criteria for the selection of new directors and shall periodically review the criteria adopted by the Board of Directors and, if deemed desirable, recommend to the Board of Directors changes to such criteria.
- (f) The Committee shall identify and recommend to the Board of Directors candidates the Committee believes are qualified and suitable to serve as director consistent with criteria for selection of new directors adopted from time to time by the Board of Directors and shall recommend candidates to the Board of Directors for nomination to stand for election at each Annual Meeting of shareholders or, if applicable, at special meetings of shareholders where directors are to be elected. The Committee shall recommend persons to serve as proxies to vote proxies solicited by the Board of Directors in connection with such meetings. In the case of a vacancy in the office of a director (including a vacancy created by an increase in the size of the Board of Directors), the Committee shall recommend to the Board of Directors an individual to fill such vacancy through appointment by a majority of the corporation's directors.
- (g) The Committee shall cause the names of all director candidates that are approved by the Board of Directors to be listed in the

corporation's proxy materials and shall support the election of all candidates so nominated by the Board of Directors to the extent permitted by law.

- (h) The Committee shall review and make recommendations to the Board of Directors concerning the composition and size of the Board of Directors and potential candidates to serve in the future on the Board of Directors.
- (i) The Committee shall assist the Board of Directors in making a determination as to whether or not each director of the corporation satisfies the independence requirements relating to directors of the New York Stock Exchange and under Section 10A(m) of the Securities Exchange Act of 1934 and any related rules and exemptions promulgated thereunder by the Securities and Exchange Commission.
- (j) The Committee shall review candidates for election as directors submitted by shareholders for compliance with these By-laws.
- (k) The Committee shall identify Board members qualified to fill vacancies on any committee of the Board (including the Committee) and recommend that the Board appoint the identified member or members to the respective committee. In recommending a member for committee membership, the Committee shall take into consideration the factors set forth in the charter of the committee, if any, as well as any other factors it deems appropriate, including without limitation, the corporation's corporate governance principles, the consistency of the member's experience with the goals of the committee and the interplay of the member's experience with the experience of the other committee members. The Committee shall consider candidates proposed by management, members of the Committee and other members of the Board of Directors.

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- (l) The Committee shall periodically review the compensation of the corporation's directors and make recommendations to the Board of Directors with respect thereto. In evaluating the compensation of directors who are members of the corporation's Audit Committee, the Committee shall take into consideration, without limitation, the independence requirements for audit committee members under the New York Stock Exchange rules and Section 10A of the Securities Exchange Act of 1934 and any related rules or regulations promulgated thereunder by the Securities and Exchange Commission.

Oversight and Corporate Governance

- (m) The Committee shall establish procedures for the Committee to exercise oversight of the evaluation of the Board of Directors and management.
- (n) The Committee shall oversee the system of corporate governance of the corporation, including: developing and recommending to the Board of Directors a set of corporate governance principles for the corporation; (ii) reviewing and reassessing the adequacy of those principles at least once a year; and (iii) recommending to the Board of Directors for approval any changes to the principles as the Committee believes are appropriate.
- (o) The Committee shall undertake and review with the Board of Directors an annual performance evaluation of the Committee, which shall compare the performance of the Committee with the requirements of this Charter and set forth the goals and objectives of the Committee for the upcoming year. The Performance Evaluation shall be conducted in such manner as the Committee deems appropriate and shall recommend to the Board of Directors any improvements to this Charter deemed necessary or desirable by the Committee. The report to the Board of Directors may take the form of an oral report by the Committee chairperson or any other member of the Committee designated by the Committee to make such report.
- (p) The Committee shall report periodically to the Board of Directors on all matters for which the Committee has been delegated responsibility and at such times as the Board of Directors may otherwise request.

Other

- (q) The Committee shall annually review and reassess the adequacy of this Charter and recommend to the Board of Directors for approval such changes as the Committee believes are appropriate.
- (r) The Committee shall recommend to the Board of Directors the date, time and place of the Annual Meeting of the shareholders.

- (s) The Committee shall exercise such other powers and perform such other duties and responsibilities as are incidental to the purposes, duties and responsibilities specified herein and as may from time to time be delegated to the Committee by the Board of Directors.

Authority and Resources

The Committee shall have the sole authority, without further approval by the Board of Directors, to select, retain and terminate a consultant or search firm to be used to identify director candidates and evaluate issues relating to the compensation of directors and to approve any compensation payable by the corporation to such consultant or search firm, including the fees, terms and other conditions for the performance of such services. In addition, the Committee may, without further approval by the Board of Directors, obtain such advice and assistance from outside legal or other advisors as the Committee determines to be necessary or advisable in connection with the discharge of its duties and responsibilities hereunder. Any legal or other advisor retained by the Committee may, but need not, be otherwise engaged by the corporation for any other purpose.

The corporation shall pay to any consultant or search firm or outside legal or other advisor retained by the Committee pursuant to the preceding paragraph such compensation, including, without limitation, usual and customary expenses and charges, as shall be determined by the Committee.

3.18 Scientific Advisory Committee. There shall be a Scientific Advisory Committee of the Board of Directors. The Committee shall have the following membership and powers:

- (a) The Committee shall have at least three (3) members. At least fifty percent (50%) of the members of the Committee shall be non-employee directors.
- (b) The Committee shall review and evaluate the research and development programs of the corporation with respect to quality and scope.
- (c) The Committee shall advise the Board of Directors on maintaining product leadership through technological innovation.
- (d) The Committee shall review and make recommendations to the Board of Directors regarding the technological aspects of the corporation's business, including new business opportunities.
- (e) The Committee shall report to the Board of Directors on new technological and regulatory trends that will have a significant impact on the business of the corporation.
- (f) The Committee shall have such other duties as lawfully may be delegated to it from time to time by the Board of Directors.

3.19 Meetings of Committees. Each committee of the Board of Directors shall fix its own rules of procedure which shall include and be consistent with the provisions of the Wisconsin Business Corporation Law, these By-laws and any resolutions of the Board of Directors

governing such committee, and shall make such reports to the Board of Directors of its activities as the Board of Directors may request. Each committee shall meet as provided by such rules and shall also meet at the call of its chairman or any two (2) members of such committee. Unless otherwise provided by such rules, the provisions of these By-laws under Section 3 entitled "Board of Directors" relating to the place of holding meetings and the notice required for meetings of the Board of Directors shall govern the place of meetings and notice of meetings for committees of the Board of Directors. A majority of the members of each committee shall constitute a quorum thereof, except that when a committee consists of two (2) members, then the two (2) members shall constitute a quorum. In the absence of a quorum, a majority of the members present at the time and place of any meeting may adjourn the meeting from time to time until a quorum shall be present and the meeting may be held as adjourned without further notice or waiver. Except in cases where it is otherwise provided by the rules of such committee, the vote of a majority of the members present at a duly constituted meeting at which a quorum is present shall be sufficient to pass any measure by the committee.

3.20 Informal Action Without Meeting. Any action required or permitted by the Amended and Restated Articles of Incorporation or By-laws or any provision of law to be taken by the Board of Directors or a committee at a meeting may be taken without a meeting if the action is taken by all members of the Board of Directors or of the committee. The action shall be evidenced by one or more written consents describing the action taken, signed by each director or committee member and retained by the corporation. Such action shall be effective

when the last director or committee member signs the consent, unless the consent specifies a different effective date.

3.21 Telephonic Meetings. Notwithstanding any place set forth in the notice of the meeting or these By-laws, members of the Board of Directors may participate in regular or special meetings of the Board of Directors and all Committees of the Board of Directors by or through the use of any means of communication by which either: (a) all directors participating may simultaneously hear each other, such as by conference telephone, or (b) all communication during the meeting is immediately transmitted to each participating director, and each participating director is able to immediately send messages to all other participating directors; provided however, that the Chairman of the Board or the chairman of the respective Committee of the Board of Directors or other person or persons calling a meeting may determine that the directors cannot participate by such means, in which case the notice of the meeting, or other notice to directors given prior to the meeting, shall state that each director's physical presence shall be required. If a meeting is conducted through the use of such means, then at the commencement of such meeting all participating directors shall be informed that a meeting is taking place at which official business may be transacted. A director participating in a meeting by such means shall be deemed present in person at such meeting. The identity of each director participating in such a meeting must be verified in such manner as the chairman of the meeting deems reasonable under the circumstances before a vote may be taken.

4. OFFICERS

4.1 Number.

(a) The principal executive officers of the corporation shall be a Chairman, a Chief Executive Officer, a President, one or more Vice Presidents, one or more of whom may be

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designated Executive Vice President, one or more of whom may be designated Senior Vice President, and one or more of whom may be designated Vice President and Group Executive, a Secretary, a Treasurer, a Controller, a Chief Financial Officer and divisional presidents, each of whom shall be appointed by the Board of Directors (the officers thus appointed by the Board of Directors are sometimes referred to herein as the "elected" officers). All other officers, other designated divisional or staff officers, and all assistant officers (including one or more Assistant Secretaries and/or Assistant Treasurers) shall be appointed by the Board of Directors or the Chief Executive Officer. Such officers, agents and employees appointed by the Chief Executive Officer shall hold office at the discretion of the Chief Executive Officer. Any two or more offices may be held by the same person.

(b) The duties of the elected officers shall be those enumerated herein and any further duties designated by the Board of Directors. The duties herein specified for particular officers may be transferred to and vested in such other officers as the Board of Directors shall appoint from time to time and for such periods or without limitation as to time as the Board of Directors shall order.

(c) The duties and powers of all officers appointed by the Chief Executive Officer shall be those specifically prescribed for the position(s) by the Chief Executive Officer at the time of appointment.

4.2 Appointment and Term of Office.

(a) The elected officers of the corporation shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors held after each Annual Meeting of the shareholders. If the appointment of officers shall not be held at such meeting, such appointment shall be held as soon thereafter as convenient. Each such officer shall hold office until his or her successor shall have been duly appointed or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

(b) A vacancy in any office appointed by the Board of Directors, because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.3 Removal. The Board of Directors may remove any officer or agent at any time, with or without cause and notwithstanding the contract rights, if any, of the officer or agent removed. Appointment shall not of itself create contract rights.

4.4 Resignation. An officer may resign at any time by delivering written notice to the Secretary of the corporation. The resignation is effective when the notice is delivered, unless the notice specifies a later effective date and the corporation accepts the later effective date.

4.5 The Chief Executive Officer. The Chief Executive Officer, subject to the control of the Board of Directors, shall supervise and control all of the business and affairs of the corporation. He or she shall, in the absence of the

Chairman of the Board, preside at all meetings of the shareholders and directors. He or she shall have authority, subject to such rules as may be prescribed by the Board of Directors, to appoint and remove certain officers and such agents and employees of the corporation as he or she shall deem necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. He or she shall have authority to sign,

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execute and acknowledge, on behalf of the corporation, all deeds, mortgages, bonds contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the corporation's regular business, or which shall be authorized by the Board of Directors; and except as otherwise provided by law or the Board of Directors, he or she may authorize any other officer or agent of the corporation to sign, execute and acknowledge such documents or instruments in his or her place and stead. In general, he or she shall perform all duties incident to the office of Chief Executive Officer and such other duties as may be prescribed by the Board of Directors from time to time.

4.6 The President. The President shall be the chief operating officer of the corporation. In the absence of the Chief Executive Officer or in the event of his or her death, inability or refusal to act, or in the event for any reason it shall be impracticable for the Chief Executive Officer to act personally, the President shall perform the duties of the Chief Executive Officer and when so acting shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer. The President shall have the authority to sign all stock certificates, contracts, and other instruments of the corporation necessary or proper to be executed in the course of the corporation's regular business, or which shall be authorized by the Board of Directors, and shall perform all duties as are incident to his or her office or are properly required of him or her by the Board of Directors, the Chairman of the Board or the Chief Executive Officer. He or she shall have the authority, subject to such rules, directions, or orders as may be prescribed by the Chairman of the Board, the Board of Directors or the Chief Executive Officer, to appoint and terminate the appointment of such agents and employees of the corporation as he or she shall deem necessary, to prescribe their power, duties and compensation and to delegate authority to them.

4.7 Vice Presidents. At the time of appointment, one or more of the elected Vice Presidents may be designated Executive Vice President and one or more of them may be designated Senior Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, or in the event for any reason it shall be impracticable for the President to act personally, the Executive Vice Presidents in the order of their tenure in such position, or in the absence of any such designation, or in the event of his or her inability to act, any Senior Vice President in the order of their tenure in such position, or in the absence of any such designation, or in the event of his or her inability to act, then the other Vice Presidents in order of their tenure in such position, shall perform the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign, with the Secretary or Assistant Secretary, certificates for shares of the corporation and shall perform such other duties as from time to time may be assigned to him or her by the Chairman of the Board, the Chief Executive Officer or the Board of Directors.

4.8 The Secretary. The Secretary shall: (a) keep as permanent records, the minutes of the shareholders' and of the Board of Directors' meetings, records of actions taken by the Board of Directors without a meeting, and records of actions taken by a Committee of the Board of Directors in place of the Board of Directors and on behalf of the corporation; (b) see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) maintain or cause an authorized agent to maintain a record of the corporation's shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, by class or series of shares and showing the number and class or

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series of shares held by each shareholder; and (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chief Executive Officer or by the Board of Directors.

4.9 The Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He or she shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation, receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Section 5

of these By-laws; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Chief Executive Officer or by the Board of Directors.

4.10 The Controller. The Controller shall be the chief accounting officer of the corporation. He or she shall: (a) maintain appropriate accounting records for the corporation; (b) cause regular audits of these accounting records to be made; and (c) in general perform all of the duties incident to the office of Controller and such other duties as from time to time may be assigned to him or her by the Chief Executive Officer or by the Board of Directors.

4.11 Compensation.

(a) The compensation of the elected officers shall be fixed from time to time by the Compensation and Development Committee of the Board of Directors and no such officer shall be prevented from receiving such compensation by reason of the fact that he or she is also a Director of the corporation.

(b) The compensation of all officers appointed by the Chief Executive Officer shall be set by the Chief Executive Officer, from time to time.

5. CONTRACTS, LOANS, CHECKS AND DEPOSITS

5.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authorization may be general or confined to specific instances.

5.2 Loans. No indebtedness for borrowed money shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

5.3 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner, including by means of facsimile signatures, as shall from time to time be determined by or under the authority of resolution of the Board of Directors.

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5.4 Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as may be selected by or under the authority of the Board of Directors.

6. CERTIFICATES FOR SHARES AND THEIR TRANSFER

6.1 Certificates for Shares. Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the Chairman, Chief Executive Officer, President or Chief Financial Officer and by the Secretary or an Assistant Secretary. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and the date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be cancelled and no new certificates shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

6.2 Signature by Former Officer, Transfer Agent or Registrar. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon any certificate for shares has ceased to be such officer, transfer agent or registrar before such certificate is issued, the certificate may be issued by the corporation with the same effect as if that person were still an officer, transfer agent or registrar at the date of its issue.

6.3 Uncertificated Shares. The Board of Directors may authorize the issuance of any shares of any of the corporation's classes or series without certificates. The authorization does not affect shares already represented by certificates until the certificates are surrendered to the corporation.

6.4 Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his or her legal representative, who shall furnish proper evidence of authority to transfer, or by his or her attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

6.5 Restrictions on Transfer. The face or reverse side of each certificate representing shares shall bear a conspicuous notation of any restriction upon the transfer of such shares imposed by the corporation.

6.6 Lost, Destroyed or Stolen Certificates. Where the owner claims that his or her certificate for shares has been lost, destroyed or wrongfully taken, a new certificate shall be issued in place thereof if the owner (a) so requests before the corporation has notice that such shares have been acquired by a bona fide purchaser, and (b) if required by the corporation, files with the corporation a sufficient indemnity bond, and (c) satisfies such other reasonable requirements as may be prescribed by or under the authority of the Board of Directors.

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6.7 Consideration for Shares. The shares of the corporation may be issued for such consideration as shall be fixed from time to time and determined to be adequate by the Board of Directors, provided that any shares having a par value shall not be issued for a consideration less than the par value thereof. The consideration may consist of any tangible or intangible property or benefit to the corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the corporation. When the corporation receives the consideration for which the Board of Directors authorized the issuance of shares, such shares shall be deemed to be fully paid and nonassessable by the corporation.

6.8 Stock Regulations. The Board of Directors shall have the power and authority to make all such rules and regulations not inconsistent with the statutes of the State of Wisconsin as they may deem expedient concerning the issue, transfer and registration of certificates representing shares of the corporation including the appointment or designation of one or more stock transfer agents and one or more stock registrars.

7. WAIVER OF NOTICE

7.1 Shareholder Written Waiver. A shareholder may waive any notice required by the Wisconsin Business Corporation Law, the Amended and Restated Articles of Incorporation or these By-laws before or after the date and time stated in the notice. The waiver shall be in writing and signed by the shareholder entitled to the notice, shall contain the same information that would have been required in the notice under the Wisconsin Business Corporation Law except that the time and place of meeting need not be stated, and shall be delivered to the corporation for inclusion in the corporate records.

7.2 Shareholder Waiver by Attendance. A shareholder's attendance at a meeting, in person or by proxy, waives objection to both of the following:

(a) Lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting or promptly upon arrival objects to holding the meeting or transacting business at the meeting.

(b) Consideration of a particular matter at the meeting that is not within the purpose described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

7.3 Director Written Waiver. A director may waive any notice required by the Wisconsin Business Corporation Law, the Amended and Restated Articles of Incorporation or these By-laws before or after the date and time stated in the notice. The waiver shall be in writing, signed by the director entitled to the notice and retained by the corporation.

7.4 Director Waiver by Attendance. A director's attendance at or participation in a meeting of the Board of Directors or any committee thereof waives any required notice to him or her of the meeting unless the director at the beginning of the meeting or promptly upon his or her arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

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8. LIABILITY AND INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 Limited Liability of Directors to Corporation and Shareholders. A director is not liable to the corporation, its shareholders, or any person asserting rights on behalf of the corporation or its shareholders, for damages, settlements, fees, fines, penalties or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director, unless the person asserting liability proves that the breach or failure to perform constitutes any of the following:

(a) a willful failure to deal fairly with the corporation or its shareholders in connection with a matter in which the director has a material conflict of interest;

(b) a violation of criminal law, unless the director had reasonable

cause to believe his or her conduct was lawful, or no reasonable cause to believe his or her conduct was unlawful;

(c) a transaction from which the director derived an improper personal profit; or

(d) willful misconduct.

8.2 Indemnification.

(a) A corporation shall indemnify a director or officer, to the extent he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the director or officer was a party because he or she is a director or officer of the corporation.

(b) In cases not included under the foregoing paragraph, a corporation shall indemnify a director or officer against liability incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is a director or officer of the corporation, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owes to the corporation and the breach or failure to perform constitutes any of the following:

(i) a willful failure to deal fairly with the corporation or its shareholders in connection with a matter in which the director or officer has a material conflict of interest;

(ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful;

(iii) a transaction from which the director or officer derived an improper personal profit; or

(iv) willful misconduct.

(c) Determination of whether indemnification is required under this subsection shall be made under section 180.0855 of the Wisconsin Business Corporation Law.

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(d) The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(e) A director or officer who seeks indemnification under this section shall make a written request to the corporation.

(f) Indemnification under this section is not required if the director or officer has previously received indemnification or allowance of expenses from any person, including the corporation, in connection with the same proceeding.

8.3 Reliance by Directors and Officers. Unless a director or officer has knowledge that makes reliance unwarranted, a director or officer, in discharging his or her duties to the corporation, may rely on information, opinions, reports or statements, any of which may be written or oral, formal or informal, including financial statements and other financial data, if prepared or presented by any of the following:

(a) an officer or employee of the corporation whom the director or officer believes in good faith to be reliable and competent in the matters presented; or

(b) legal counsel, public accountants or other persons as to matters the director or officer believes in good faith are within the person's professional or expert competence.

(c) In the case of reliance by a director, a committee of the Board of Directors of which the director is not a member if the director believes in good faith that the committee merits confidence.

8.4 Consideration of Interests in Addition to Shareholders' Interests. In discharging his or her duties to the corporation and in determining what he or she believes to be in the best interests of the corporation, a director or officer may, in addition to considering the effects of any action on shareholders, consider any of the following:

(a) the effects of the action on employees, suppliers and customers of the corporation;

(b) the effects of the action on communities in which the corporation operates; or

(c) any other factors the director or officer considers pertinent.

8.5 Insurance. The corporation may purchase and maintain insurance on behalf of an individual who is an employee, agent, director or officer of the corporation against liability asserted against or incurred by the individual in his or her capacity as an employee, agent, director or officer or arising from his or her status as an employee, agent, director or officer, regardless of whether the corporation is required or authorized to indemnify or allow expenses to the individual against the same liability under sections 180.0851, 180.0853, 180.0856 and 180.0858 of the Wisconsin Business Corporation Law.

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8.6 General.

(a) Except as limited by law, the indemnification and allowance of expenses provided by Sections 8.1 through 8.5 of this Article do not preclude any additional right to indemnification or allowance of expenses that a director, officer or employee may have under any written agreement between such person and the corporation, resolution of the Board of Directors or resolution adopted by the corporation's shareholders.

(b) For purposes of this article, the definitions contained in section 180.0850 of the Wisconsin Business Corporation Law are incorporated herein by this reference. The term "employee" shall mean a natural person who is or was an employee of the corporation or who, while an employee of the corporation, is or was serving at the corporation's request as a director, officer, partner, committee, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, and, unless the context requires otherwise, the estate or personal representative of the employee.

(c) The corporation, by its Board of Directors, may indemnify under Section 8.2, or with any limitations, any employee or former employee of the corporation with respect to any action taken or not taken in his or her capacity as or while an employee. Notwithstanding the foregoing, the corporation shall indemnify an employee who is not a director or officer corporation, to the extent that he or she has been successful on the merits or otherwise in defense of a proceeding, for all expenses incurred in the proceeding if the employee was a party because he or she was an employee of the corporation.

9. GENERAL

9.1 Fiscal Year. The fiscal year of the corporation shall end on December 31 of each year, the first full calendar fiscal year being the year ending December 31, 2000.

9.2 Seal. The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

9.3 Notices. Except as otherwise required by law or these By-laws, any notice required to be given by these By-laws may be given orally or in writing and notice may be communicated in person, by mail or private carrier, by telephone, telegraph, teletype, facsimile or other form of wire or wireless communication, and, if these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television or other form of public broadcast communication. Oral notice is effective when communicated. Written notice is effective as follows: (a) if delivered in person, when received; (b) if given by mail, when deposited, postage prepaid, in the United States mail addressed to the director at his or her business or home address (or such other address as the director may have designated in writing filed with the Secretary); (c) if given by private carrier, when delivered to the carrier; (d) if given by telegraph, when delivered to the telegraph company; and (e) if given by facsimile, e-mail or other form of wireless communication, at the time transmitted to a facsimile number or e-mail address at any address designated in (b) above.

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9.4 No Nominee Procedures. The corporation has not established, and nothing contained in these By-laws shall be deemed to establish, any procedure by which a beneficial owner of the corporation's shares that are registered in the name of a nominee is recognized by the corporation as the shareholder under Section 180.0723 of the Wisconsin Business Corporation Law.

10. AMENDMENTS

10.1 Power to Amend and Repeal. Except as may be limited pursuant to Section 10.2, these By-laws may be amended or repealed, and new By-laws may be adopted, either by the shareholders at any meeting, or by vote of a majority of the shares present or represented thereat, or by the Board of Directors by a vote of a majority of the Board of Directors; except that Sections 2.3, 2.8, 3.2, 3.7, 3.8, 10.1, and 10.2 of the By-laws may be amended only by the affirmative vote of the holders of two-thirds (2/3) of the outstanding shares

entitled to vote thereon or by the affirmative vote of a majority of the directors. Except as may be limited pursuant to Section 10.2, the Board of Directors shall have the power to amend or repeal any By-law adopted by the shareholders, and any By-law adopted by the Board of Directors shall be subject to amendment or repeal by the shareholders as well as by the directors.

10.2 Restrictions on Amendment and Repeal.

(a) The Board of Directors shall have no power to amend or repeal any By-law or amendment adopted by the shareholders which contains a specific provision to the effect that such By-law or amendment shall not be subject to amendment or repeal by the Board of Directors.

(b) The Board of Directors shall have no power to amend or repeal any By-law adopted or amended by the shareholders that fixes a greater or lower quorum requirement or a greater voting requirement for the Board of Directors than otherwise is provided in the Wisconsin Business Corporation Law unless the By-law expressly provides that it may be amended or repealed by a specified vote of the Board of Directors. Action by the Board of Directors to adopt or amend a By-law that changes the quorum or voting requirement for the Board of Directors must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirement then in effect, unless a different voting requirement is specified as provided by the preceding sentence. A By-law that fixes a greater or lower quorum requirement or a greater voting requirement for shareholders or voting groups of shareholders than otherwise is provided in the Wisconsin Business Corporation Law may not be adopted, amended or repealed by the Board of Directors.

(c) No amendment or repeal of these By-laws by the shareholders at any meeting shall be effective unless the notice of such meeting shall have set forth the general nature of the proposed amendment or repeal.

SENSIENT TECHNOLOGIES CORPORATION

Amended and Restated By-laws

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Section 3: EX-10.1(J) (AMENDED AND RESTATED MANAGEMENT INCOME DEFERRAL PLAN, DATED DECEMBER 31, 2002)

EXHIBIT 10.1(J)

SENSIENT TECHNOLOGIES CORPORATION
MANAGEMENT INCOME DEFERRAL PLAN

Amended and Restated as of December 31, 2002

ARTICLE I - PURPOSE

The Sensient Technologies Corporation Management Income Deferral Plan (the

"Plan") was established, effective as of July 15, 1987, by Sensient Technologies Corporation (formerly known as Universal Foods Corporation), a Wisconsin corporation, as an alternative voluntary income deferral plan for selected management employees of Sensient Technologies Corporation and its participating subsidiaries.

ARTICLE II - DEFINITIONS

2.1 Account: The bookkeeping account maintained by the Benefits Investment Committee, or its delegate, to reflect the Deferred Compensation credited to a Participant, as further adjusted by Interest Credits on such Deferred Compensation.

2.2 Beneficiary: Any person or persons as designated by the Participant in writing filed with the Benefits Investment Committee, or its delegate, to whom any benefits under the Plan may be payable upon the death of the Participant. If no Beneficiary designation has been received by the Benefits Investment Committee, or its delegate, prior to the Participant's death, or if no Beneficiary so designated survives the Participant, payments shall be made, as they come due, to the duly appointed personal representative of the estate of the Participant.

2.3 Benefits Administrative Committee: The benefits administrative committee of the Company, members of which are appointed by the chief executive officer of the Company.

2.4 Benefits Investment Committee: The benefits investment committee of the Company, members of which are appointed by the chief executive officer of the Company.

2.5 Board: The board of directors of the Company, or a duly authorized committee of such Board.

2.6 Code: The Internal Revenue Code of 1986, as it may be amended, and Regulations thereunder.

2.7 Company: Sensient Technologies Corporation.

2.8 Deferred Compensation: An amount credited to a Participant's Account in lieu of payment by the Employer to such Participant as base salary and/or bonus.

2.9 Eligible Employee: Any executive employee of the Employer designated by the Benefits Investment Committee as eligible for the Plan Year in question.

2.10 Employer: The Company or any of its subsidiaries whose employees are permitted, by action of the Board, to participate in this Plan.

2.11 ERISA: The Employee Retirement Income Security Act of 1974, as it may be amended, and Regulations thereunder.

2.12 Interest Credit: An amount credited to each Participant's Account based on the average interest rate in effect for AAA rated corporate bonds, as reported by Moody's Investors Service as of December 31 of the preceding Plan Year.

2.13 Participant: An Eligible Employee who begins participating in the Plan effective as of the date set forth in Section 3.2.

2.14 Plan: The Sensient Technologies Corporation Management Income Deferral Plan as set forth herein and as amended from time to time.

2.15 Plan Year: The twelve-month period commencing on January 1/st/ and ending on December 31/st/, which is the current fiscal year of the Company.

2.16 Regulation: A regulation, ruling or other interpretation, validly promulgated by the U.S. Department of Treasury or U.S. Department of Labor, as the case may be, and in effect at the time in question. Reference to a Regulation or section thereof includes that Regulation or section and any comparable Regulation or section that amends, supplements or supersedes that Regulation or section.

2.17 Retirement: The termination of a Participant's employment with the Employer and all of the Company's affiliates on or after the Participant's Retirement Date. Nothing in this Plan shall be deemed to require a Participant's or employee's retirement after his or her Retirement Date; provided, however, that this provision shall not be construed to be a guaranty of employment for any Participant or employee past his or her Retirement Date.

2.18 Retirement Date: The earliest date on which one of the following events has occurred:

(a) The Participant has attained age at least 55 and the aggregate of the Participant's age and years of service with the Employer or the Company's affiliates totals at least 85; or

(b) The Participant has attained age at least 62 and has completed at least 10 years of service with the Employer or the Company's affiliates.

ARTICLE III - PARTICIPATION

3.1 Eligibility: To participate in the Plan, an employee must be an Eligible Employee. A "waiver of participation" must be signed when an Eligible Employee declines an offer of participation in the Plan.

3.2 Effective Date of Participation: An Eligible Employee shall become a Participant in the Plan as of the first date Deferred Compensation is credited to his or her Account.

3.3 Cessation of Active Participation: A Participant's continued eligibility to defer receipt of his or her base salary and/or bonus shall cease upon the earliest date on which any of the following events occur:

- (a) The Plan is terminated pursuant to Section 10.1;
- (b) The Participant's Retirement, death or other termination of employment with the Employer; or
- (c) The Participant is no longer considered an Eligible Employee.

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ARTICLE IV - DEFERRALS

4.1 Deferral Limits: For each Plan Year, a Participant may elect to defer under the Plan his or her base salary or bonus. Such deferral shall be a dollar amount equal to: (a) the dollar amount of his or her base salary and bonus for the Plan Year multiplied by the maximum percentage of base salary and bonus such Participant could defer for such Plan Year under the Sensient Technologies Corporation Savings Plan (without regard to any adjustment to such percentage that may otherwise be required under Code Section 401(k)(3) for such Plan Year); (b) reduced by the dollar limit in effect for such Plan Year under Code Section 402(g) (without any adjustment to such limit as may be permitted under Code Section 414(v) for such Plan Year); and (c) rounded to the nearest \$500. The minimum deferral amount is \$2,500 for a Plan Year.

4.2 Deferral Procedure: Deferrals may be made by payroll deductions from base salary, or one-time deductions from annual bonus payments.

4.3 Timing of Election: A Participant's election to defer his or her base salary or bonus must be made prior to the Plan Year in which such compensation is earned. Each Eligible Employee selected to enter or continue in the Plan as a Participant for the next Plan Year shall make his or her initial or additional deferral election during the period designated by the Benefits Investment Committee as the annual election period.

ARTICLE V - ACCOUNTS

5.1 Crediting of Deferred Compensation: A Participant's Deferred Compensation shall be credited to the Account maintained in his or her name.

5.2 Interest Credits: Each Account will be adjusted for Interest Credits from and after the dates Deferred Compensation is credited thereon.

5.3 Frozen Retirement Account Balance: In no event shall a Participant's Account balance be less than his or her frozen retirement account balance as of December 31, 2002 as shown on his or her December 31, 2002 Account statement issued pursuant to Section 5.4: (a) without adjustment for Deferred Compensation or Interest Credits credited to his or her Account on or after January 1, 2003; but (b) reduced by the amount of any withdrawals received by the Participant pursuant to Section 6.4 or Article VII. on or after January 1, 2003.

5.4 Annual Statements: Participants will receive annual statements showing the status of their Accounts.

ARTICLE VI - BENEFITS

6.1 At Retirement:

(a) As soon as administratively feasible following the Participant's Retirement, the Participant shall commence to receive payment of his or her Account balance (with such Account balance increased by two percent (2%) and with such adjusted Account balance subsequently credited with interest, as of each December 31/st/ following the Participant's Retirement, at the Interest Credit rate in effect as of the Participant's actual date of Retirement) in 180 substantially equal monthly payments. In the event the Participant does not survive to receive 180 monthly payments, payments will continue to his or her Beneficiary for the remaining period.

(b) Alternatively, upon Retirement, a married Participant may elect to receive the actuarially equivalent reduced value of the amount determined in paragraph (a) above payable monthly in the form of a

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joint and 50% survivor annuity over the life of the Participant and his or her spouse (and only if the Participant's spouse is his or her sole designated Beneficiary) to commence as soon as administratively feasible following the Participant's Retirement. The minimum to be paid will be equal to the 15-year term certain amount determined under paragraph (a) above, but then reduced as provided hereafter. The reductions from the 15-year term certain amounts in order to compute the joint and 50% survivor annuity are:

Participant's Age -----	% Reduction -----
55	20
56	19
57	18
58	17
59	16
60	15
61	13
62	12
63	10
64	9
65 or older	8

(c) Notwithstanding paragraphs (a) and (b) above, a Participant may elect to receive a lump sum distribution of his or her Account balance payable as soon as administratively feasible following Retirement but only if the Participant either makes such election at least one full calendar year prior to Retirement, or in lieu of such advance election, elects that his or her Account balance be reduced by six percent (6%) at time of payment. A Participant may revoke an election to receive a lump sum, but such revocation shall not be effective unless made at least one full calendar year prior to his or her Retirement.

6.2 At Death Before Retirement: In the event a Participant dies prior to Retirement, his or her Beneficiary will receive a survivor income benefit payable monthly for 15 years to commence as soon as administratively feasible following the Participant's death. The payments will be computed as provided in Section 6.1(a) but without regard to the two percent (2%) Account balance increase provided for therein unless the Participant died on or after his or her Retirement Date.

6.3 Termination of Employment: Upon termination of a Participant's employment with the Employer and the Company's affiliates for any reason other than Retirement or death, the Participant will receive his or her Account balance payable in a lump sum as soon as administratively feasible following termination of employment.

6.4 In-Service Election:

(a) A Participant, prior to his or her termination of employment with the Employer and the Company's affiliates, may elect to receive a lump sum distribution of his or her Account balance payable either:

(i) as soon as administratively feasible on or after the January 1 following one full Plan Year from the date of such election; or

(ii) as soon as administratively feasible following such election, but in such event, the Participant's Account balance will be reduced by six percent (6%) at the time of payment.

(b) If a Participant makes an in-service distribution election, his or her deferrals under the Plan shall be suspended for the remainder of the Plan Year in which such election is made and for the next two succeeding full Plan Years.

6.5 Actuarial Equivalence: For purposes of Section 6.1(b), the actuarial assumptions to be applied in calculating actuarial equivalence shall be determined by the Benefits Investment Committee as of the date of the Participant's Retirement.

ARTICLE VII - SUSPENSION OF DEFERRALS
AND ACCOUNT WITHDRAWALS

7.1 Hardship: Other than as provided in Section 6.4, a Participant may suspend his or her deferrals to this Plan and/or make a withdrawal from his or her Account only as a result of unanticipated, financial emergency and hardship which is beyond the control of the Participant and only if this is necessary in light of the immediate and serious financial need of the Participant. The amount, if any, of a Participant's suspension of deferrals or withdrawal from his or her Account shall be determined by the Benefits Investment Committee, but may not exceed the amount required to meet the Participant's immediate and serious financial need by reason of such emergency or hardship.

7.2 Request to Suspend Deferrals or Make a Withdrawal: A Participant shall submit to the Benefits Investment Committee, or its delegate, a written request to suspend his or her deferrals and/or to make a withdrawal from his or her Account pursuant to this Article, which submission shall include financial data and other information deemed necessary by the Benefits Investment Committee, or

its delegate, to support the request.

ARTICLE VIII - CHANGE OF CONTROL OF COMPANY

8.1 Lump Sum Distribution; Continued Participation:

(a) Notwithstanding any other provision of this Plan, in the event of the Change of Control of the Company, each Participant (or, if the Participant is deceased, the Participant's Beneficiary) shall receive a lump sum distribution of his or her Account balance (or, if already in pay status, a lump sum distribution of the actuarial present value of his or her remaining payments) as soon as administratively feasible after the date of such Change of Control. If the Participant is receiving monthly payments as of the date of the Change of Control, the assumptions regarding the interest rate and the duration of payments to be applied in calculating the actuarial present value, as of the date of the Change of Control, of the Participant's remaining payments shall be determined by the Benefits Investment Committee.

(b) Subject to Section 2.8, each Participant employed with the Company as of the date of the Change of Control shall continue to be eligible to participate in this Plan until his or her Retirement, death or other termination of employment, and upon such Participant's Retirement, death or other termination of employment any Deferred Compensation (and Interest Credits on such Deferred Compensation) under this Plan subsequent to the lump sum distribution under paragraph (a) above shall be payable as provided in Article VI, as applicable.

8.2 For purposes of this Plan, the term "Change of Control" of the Company means:

(a) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934 (the "Exchange Act") (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (i) the

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then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this paragraph (a), the following acquisitions shall not constitute a Change of Control: (A) any acquisition directly from the Company, (B) any acquisition by the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company or (D) any acquisition pursuant to a transaction which complies with clauses (i), (ii) and (iii) of paragraph (c) of this Section; or

(b) individuals who, as of September 10, 1998, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to September 10, 1998 whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board; or

(c) consummation by the Company of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company or the acquisition of assets of another entity (a "Business Combination"), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such business combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding any employee benefit plan (or related trust) of the Company or of such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of

the initial agreement, or the action of the Board, providing for such Business Combination; or

(d) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

ARTICLE IX - ADMINISTRATION; BENEFIT CLAIMS

9.1 Administration: The Benefits Investment Committee shall be responsible for the general operation and administration of this Plan and shall have the full authority to interpret and construe this Plan and to take whatever actions it deems necessary and proper to carry out its obligations under the Plan. Day-to-day administration of the Plan is the responsibility of the Company's Vice President of Human Resources under the direction of the Benefits Investment Committee.

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(a) The Benefits Investment Committee's interpretation and construction of the Plan, and actions thereunder, shall be binding and conclusive on all persons and for all purposes.

(b) A member of the Benefits Investment Committee will not be prevented from receiving any benefits to which he or she may be entitled as a Participant or Beneficiary in the Plan, so long as the benefits are computed and paid on a basis which is consistent with the terms of the Plan as applied to all other Participants and Beneficiaries. A member of the Benefits Investment Committee may not decide or determine any matter or question relating solely to his or her own benefits under the Plan unless such decision could be made by him or her under the Plan if he or she were not a member of the Benefits Investment Committee.

9.2 Benefit Claims: The Benefits Administrative Committee shall have the full authority to determine and review claims for benefits under this Plan and to take whatever actions it deems necessary and proper to carry out its obligations under the Plan.

(a) The Benefits Administrative Committee's determination of benefit claims under this Plan, and actions thereunder, shall be binding and conclusive on all persons and for all purposes. A member of the Benefits Administrative Committee will not be prevented from receiving any benefits to which he or she may be entitled as a Participant or Beneficiary in the Plan, so long as the benefits are computed and paid on a basis which is consistent with the terms of the Plan as applied to all other Participants and Beneficiaries.

(b) A member of the Benefits Administrative Committee may not decide or determine any matter or question relating solely to his or her own benefits under the Plan unless such decision could be made by him or her under the Plan if he or she were not a member of the Benefits Administrative Committee.

9.3 Claims Procedures:

(a) Any claimant believing him/herself to be entitled to benefits under this Plan may file a written claim for benefits with the Benefits Administrative Committee (or its delegate) setting forth the benefits to which he/she feels entitled and the reasons therefor. Within 90 days after receipt of a claim for benefits, the Benefits Administrative Committee (or its delegate) shall determine the claimant's right, if any, to the benefits claimed, shall give the claimant written notice of its decision unless the Benefits Administrative Committee (or its delegate) determines that special circumstances require an extension of time to process the claim. If such an extension is required, the claimant will receive a written notice from the Benefits Administrative Committee (or its delegate) indicating the reason for the delay and the date the claimant may expect a final decision, which shall be no more than 180 days from the date the claim was filed. If the claim is denied in whole or in part, the written notice shall set forth in a manner calculated to be understood by the claimant (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent Plan provisions on which the denial is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and (iv) an explanation of the Plan's appeal procedure and a statement of the claimant's right to bring an action under ERISA Section 502(a) following an adverse determination on appeal.

(b) Any claimant whose claim for benefits has been denied by the Benefits Administrative Committee (or its delegate) may appeal to the Benefits Administrative Committee (or its delegate) for a review of the denial by making a written request therefore within 60 days of receipt of a notification of denial. Any such request may include any written comments, documents, records and other information relating to the claim and may include a request for "relevant" documents to be provided free of charge. The claimant may, if he or she chooses, request a representative to make such written submissions on his or her behalf.

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(i) Within 60 days after receipt of a request for an appeal, the Benefits Administrative Committee (or its delegate) shall notify the claimant in writing of its final decision. If the Benefits Administrative Committee (or its delegate) determines that special circumstances require additional time for processing, the Benefits Administrative Committee (or its delegate) may extend such 60-day period, but not by more than an additional 60 days, and shall notify the claimant in writing of such extension. If the period of time is extended due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on appeal shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

(ii) In the case of an adverse benefit determination on appeal, the Benefits Administrative Committee (or its delegate) will provide written notification to the claimant, set forth in a manner calculated to be understood by the claimant, of: (A) the specific reason or reasons for the adverse determination on appeal; (B) the specific Plan provisions on which the denial of the appeal is based; (C) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information "relevant" to the claimant's claim for benefits; and (D) a statement of the claimant's right to bring a civil action under ERISA Section 502(a).

(c) For purposes of this Section, a document, record or other information shall be considered "relevant" to a claimant's claim if such document, record or other information: (i) was relied upon in making the benefit determination; (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; or (iii) demonstrates compliance with the administrative processes and safeguards required in making the benefit determination.

ARTICLE X - MISCELLANEOUS

10.1 Amendment or Termination: The Company, by action of the Board, reserves the right to modify, amend or terminate the Plan at any time, provided, however, that no such action shall have the effect of diminishing the benefits payable hereunder, with respect to any person participating in or receiving benefits under this Plan, without the written consent of such person. If the Plan terminates, the provisions of Section 8.1(a) shall apply as if a Change of Control of the Company had occurred.

10.2 Unfunded Top-Hat Plan:

(a) For purposes of Title I of ERISA and for purposes of the Code, this Plan is intended to be unfunded and to be maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, and shall be interpreted accordingly. The status of Participants and their Beneficiaries with respect to any liabilities assumed by the Employer hereunder shall be solely those of general unsecured creditors of the Employer, and the Plan constitutes a mere promise by the Company to make benefit payments in the future. Notwithstanding the foregoing, the Employer may establish a trust to assist it in meeting its obligations hereunder, but Participants and Beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of such trust.

(b) Notwithstanding anything in the Plan to the contrary, if it is determined by the Benefits Investment Committee that the continued participation of any individual would jeopardize the Plan's status as a "top-hat plan" under ERISA, such individual's participation in the Plan shall immediately cease and such individual shall receive a lump sum distribution of his or her Account balance as soon as administratively feasible.

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10.3 No Assignment or Alienation: Except as contemplated by Section 2.2, no rights of any kind under this Plan shall, without the written consent of the Benefits Investment Committee, be transferable or assignable by the Participant or any Beneficiary or be subject to alienation, encumbrance, garnishment, attachment, execution or levy or seizure by legal process of any kind, voluntary or involuntary. Notwithstanding the preceding sentence, pursuant to rules comparable to those applicable to qualified domestic relations orders ("QDROs"), as determined by the Benefits Investment Committee, the Benefits Investment Committee may direct a distribution, prior to any distribution date otherwise described in the Plan, to an alternate payee (as defined under the rules applicable to QDROs).

10.4 Successors and Assigns:

(a) The Plan shall be binding upon the Participant, his or her Beneficiaries, heirs, executors, administrators, successors and assigns. The foregoing sentence shall not be construed as a waiver of the provisions of Section 10.3.

(b) If the Company sells, assigns or transfers all or substantially all of its business and assets to any person, excluding its affiliates, or if the

Company merges into or consolidates or otherwise combines with any person which is a continuing or successor entity, then the Company shall assign all of its right, title and interest in this Plan as of the date of such event to the person which is either the acquiring or successor entity, and such person(s) shall assume and perform from and after the date of such assignment all of the terms, conditions and provisions imposed by this Plan upon the Company. In case of such assignment by the Company and of such assumption and agreement by such person(s), all further rights as well as all other obligations of the Company under this Plan thenceforth shall cease and terminate and thereafter the term "Company" wherever used herein shall be deemed to mean such person(s) the Company and the Benefits Investment Committee may determine that provisions similar to those described in this Section 10.4(b) shall apply if one or more affiliates of, but not all or substantially all of, the Company are divested and the acquiring or successor entity agrees to assume sponsorship of the Plan with respect to affected Participants. However, if the acquiring or successor entity does not so agree, the Plan shall be considered as having terminated with respect to Participants whose employment with the Employer and the Company's affiliates terminates as a result of such transaction.

10.5 Other Plans or Agreements: The benefits payable under the Plan shall be independent of, and in addition to, any other plan or agreement relating to a Participant's employment that may exist from time to time between the parties hereto, or any other compensation payable by the Employer to a Participant, whether salary, bonus or otherwise. The Plan shall not be deemed to constitute a contract of employment between the parties hereto, nor shall any provision hereof restrict the right of the Employer and its affiliates to discharge a Participant or restrict the right of a Participant to terminate his or her employment.

10.6 Other Benefits: In the event a Participant's other Employer-sponsored qualified or non-qualified plan benefits should be reduced in any way by the deferral of compensation under this Plan, the equivalent of such lost benefits, as determined by the Benefits Investment Committee, will be restored by the Employer at the time of the Participant's Retirement. In case of other termination of employment, such lost benefits shall be restored only to the extent the Employer, at its discretion, shall agree.

10.7 Governing Law and Rules of Construction: To the extent not governed by federal law, this Plan shall be construed according to the laws of Wisconsin, and neither the Benefits Investment Committee, the Benefits Administrative Committee, the Company, the Employer nor the Plan shall be under any duty or obligation to account to any court other than a court in Wisconsin. Reference to a section of the Code or of ERISA includes that section and any comparable section or sections of any future legislation that amends, supplements or supersedes that section, as well as to any Regulation pertaining to that section.

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10.8 Adoption of Plan: Any subsidiary of the Company which, with the consent of the Board (which consent may be revoked without notice), has adopted the Plan and become a participating Employer is deemed to have appointed the Company, the Benefits Investment Committee and the Benefits Administrative Committee as its exclusive agents to exercise on its behalf all of the power and authority conferred by the Plan upon the Company, the Benefits Investment Committee or the Benefits Administrative Committee. The authority of the Company, the Benefits Investment Committee and the Benefits Administrative Committee to act as such agents shall continue until the Plan is terminated as to the participating Employer. Each participating Employer agrees to perform such other acts as the Benefits Investment Committee deems necessary in order to maintain the Plan's status as an unfunded top-hat plan under ERISA and the Code.

10.9 Release: To the extent allowed by law, any final payment or distribution to any Participant or his or her legal representative, or to any Beneficiaries of such Participant, in accordance with the provisions of this Plan shall be in full satisfaction of all claims arising under or by virtue of this Plan against the Plan, the Benefits Investment Committee, the Benefits Administrative Committee, the Company, an Employer and its directors, officers, employees and affiliates, and any trust described under Section 10.2(a).

IN WITNESS WHEREOF, the Company has caused this instrument to be executed this ___ day of _____, 2002.

SENSIENT TECHNOLOGIES CORPORATION

By _____

ATTEST:

By: _____

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Section 4: EX-10.1(K) (AMENDED AND RESTATED EXECUTIVE INCOME DEFERRAL PLAN, DATED DECEMBER 31, 2002)

EXHIBIT 10.1(K)

SENSIENT TECHNOLOGIES CORPORATION EXECUTIVE INCOME DEFERRAL PLAN

Amended and Restated as of December 31, 2002

ARTICLE I - PURPOSE

The Sensient Technologies Corporation Executive Income Deferral Plan (the "Plan") was established, effective as of July 15, 1987, by Sensient Technologies Corporation (formerly known as Universal Foods Corporation), a Wisconsin corporation, as an alternative voluntary income deferral plan for selected executive employees of Sensient Technologies Corporation and its participating subsidiaries.

ARTICLE II - DEFINITIONS

2.1 Account: The bookkeeping account maintained by the Benefits Investment Committee, or its delegate, to reflect the Deferred Compensation credited to a Participant, as further adjusted by Interest Credits on such Deferred Compensation.

2.2 Beneficiary: Any person or persons as designated by the Participant in writing filed with the Benefits Investment Committee, or its delegate, to whom any benefits under the Plan may be payable upon the death of the Participant. If no Beneficiary designation has been received by the Benefits Investment Committee, or its delegate, prior to the Participant's death, or if no Beneficiary so designated survives the Participant, payments shall be made, as they come due, to the duly appointed personal representative of the estate of the Participant.

2.3 Benefits Administrative Committee: The benefits administrative committee of the Company, members of which are appointed by the chief executive officer of the Company.

2.4 Benefits Investment Committee: The benefits investment committee of the Company, members of which are appointed by the chief executive officer of the Company.

2.5 Board: The board of directors of the Company, or a duly authorized committee of such Board.

2.6 Code: The Internal Revenue Code of 1986, as it may be amended, and Regulations thereunder.

2.7 Company: Sensient Technologies Corporation.

2.8 Deferred Compensation: An amount credited to a Participant's Account in lieu of payment by the Employer to such Participant as base salary and/or bonus.

2.9 Eligible Employee: Any executive employee of the Employer designated by the Benefits Investment Committee as eligible for the Plan Year in question.

2.10 Employer: The Company or any of its subsidiaries whose employees are permitted, by action of the Board, to participate in this Plan.

2.11 ERISA: The Employee Retirement Income Security Act of 1974, as it may be amended, and Regulations thereunder.

2.12 Interest Credit: An amount credited to each Participant's Account based on the average interest rate in effect for AAA rated corporate bonds, as reported by Moody's Investors Service as of December 31 of the preceding Plan Year.

2.13 Participant: An Eligible Employee who begins participating in the Plan effective as of the date set forth in Section 3.2.

2.14 Plan: The Sensient Technologies Corporation Executive Income Deferral Plan as set forth herein and as amended from time to time.

2.15 Plan Year: The twelve-month period commencing on January 1/st/ and ending on December 31/st/, which is the current fiscal year of the Company.

2.16 Regulation: A regulation, ruling or other interpretation, validly promulgated by the U.S. Department of Treasury or U.S. Department of Labor, as the case may be, and in effect at the time in question. Reference to a Regulation or section thereof includes that Regulation or section and any comparable Regulation or section that amends, supplements or supersedes that

Regulation or section.

2.17 Retirement: The termination of a Participant's employment with the Employer and all of the Company's affiliates on or after the Participant's Retirement Date. Nothing in this Plan shall be deemed to require a Participant's or employee's retirement after his or her Retirement Date; provided, however, that this provision shall not be construed to be a guaranty of employment for any Participant or employee past his or her Retirement Date.

2.18 Retirement Date: The earliest date on which one of the following events has occurred:

(a) The Participant has attained age at least 55 and the aggregate of the Participant's age and years of service with the Employer or the Company's affiliates totals at least 85; or

(b) The Participant has attained age at least 62 and has completed at least 10 years of service with the Employer or the Company's affiliates.

ARTICLE III - PARTICIPATION

3.1 Eligibility: To participate in the Plan, an employee must be an Eligible Employee. A "waiver of participation" must be signed when an Eligible Employee declines an offer of participation in the Plan.

3.2 Effective Date of Participation: An Eligible Employee shall become a Participant in the Plan as of the first date Deferred Compensation is credited to his or her Account.

3.3 Cessation of Active Participation: A Participant's continued eligibility to defer receipt of his or her base salary and/or bonus shall cease upon the earliest date on which any of the following events occur:

(a) The Plan is terminated pursuant to Section 10.1;

(b) The Participant's Retirement, death or other termination of employment with the Employer; or

(c) The Participant is no longer considered an Eligible Employee.

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ARTICLE IV - DEFERRALS

4.1 Deferral Limits: For each Plan Year, a Participant may elect to defer under the Plan up to 25% of his or her base salary and/or bonus for such Plan Year. The minimum deferral amount is \$2,500 for a Plan Year.

4.2 Deferral Procedure: Deferrals may be made by payroll deductions from base salary, one-time deductions from annual bonus payments or any combination of the two.

4.3 Timing of Election: A Participant's election to defer his or her base salary and/or bonus must be made prior to the Plan Year in which such compensation is earned. Each Eligible Employee selected to enter or continue in the Plan as a Participant for the next Plan Year shall make his or her initial or additional deferral election during the period designated by the Benefits Investment Committee as the annual election period.

ARTICLE V - ACCOUNTS

5.1 Crediting of Deferred Compensation: A Participant's Deferred Compensation shall be credited to the Account maintained in his or her name.

5.2 Interest Credits: Each Account will be adjusted for Interest Credits from and after the dates Deferred Compensation is credited thereon.

5.3 Frozen Retirement Account Balance: In no event shall a Participant's Account balance be less than his or her frozen retirement account balance as of December 31, 2002 as shown on his or her December 31, 2002 Account statement issued pursuant to Section 5.4: (a) without adjustment for Deferred Compensation or Interest Credits credited to his or her Account on or after January 1, 2003; but (b) reduced by the amount of any withdrawals received by the Participant pursuant to Section 6.4 or Article VII. on or after January 1, 2003.

5.4 Annual Statements: Participants will receive annual statements showing the status of their Accounts.

ARTICLE VI - BENEFITS

6.1 At Retirement:

(a) As soon as administratively feasible following the Participant's Retirement, the Participant shall commence to receive payment of his or her Account balance (with such Account balance increased by two percent (2%) and with such adjusted Account balance subsequently credited with interest, as of each December 31/st/ following the Participant's Retirement, at the Interest

Credit rate in effect as of the Participant's actual date of Retirement) in 180 substantially equal monthly payments. In the event the Participant does not survive to receive 180 monthly payments, payments will continue to his or her Beneficiary for the remaining period.

(b) Alternatively, upon Retirement, a married Participant may elect to receive the actuarially equivalent reduced value of the amount determined in paragraph (a) above payable monthly in the form of a joint and 50% survivor annuity over the life of the Participant and his or her spouse (and only if the Participant's spouse is his or her sole designated Beneficiary) to commence as soon as administratively feasible following the Participant's Retirement. The minimum to be paid will be equal to the 15-year term certain amount determined under paragraph (a) above, but then reduced as provided hereafter. The reductions from the 15-year term certain amounts in order to compute the joint and 50% survivor annuity are:

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Participant's Age	% Reduction
55	20
56	19
57	18
58	17
59	16
60	15
61	13
62	12
63	10
64	9
65 or older	8

(c) Notwithstanding paragraphs (a) and (b) above, a Participant may elect to receive a lump sum distribution of his or her Account balance payable as soon as administratively feasible following Retirement but only if the Participant either makes such election at least one full calendar year prior to Retirement, or in lieu of such advance election, elects that his or her Account balance be reduced by six percent (6%) at time of payment. A Participant may revoke an election to receive a lump sum, but such revocation shall not be effective unless made at least one full calendar year prior to his or her Retirement.

6.2 At Death Before Retirement: In the event a Participant dies prior to Retirement, his or her Beneficiary will receive a survivor income benefit payable monthly for 15 years to commence as soon as administratively feasible following the Participant's death. The payments will be computed as provided in Section 6.1(a), but without regard to the two percent (2%) Account balance increase provided for therein unless the Participant died on or after his or her Retirement Date.

6.3 Termination of Employment: Upon termination of a Participant's employment with the Employer and the Company's affiliates for any reason other than Retirement or death, the Participant will receive his or her Account balance payable in a lump sum as soon as administratively feasible following termination of employment.

6.4 In-Service Election:

(a) A Participant, prior to his or her termination of employment with the Employer and the Company's affiliates, may elect to receive a lump sum distribution of his or her Account balance payable either:

(i) as soon as administratively feasible on or after the January 1 following one full Plan Year from the date of such election; or

(ii) as soon as administratively feasible following such election, but in such event, the Participant's Account balance will be reduced by six percent (6%) at the time of payment.

(b) If a Participant makes an in-service distribution election, his or her deferrals under the Plan shall be suspended for the remainder of the Plan Year in which such election is made and for the next two succeeding full Plan Years.

6.5 Actuarial Equivalence: For purposes of Section 6.1(b), the actuarial assumptions to be applied in calculating actuarial equivalence shall be determined by the Benefits Investment Committee as of the date of the Participant's Retirement.

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ARTICLE VII - SUSPENSION OF DEFERRALS AND ACCOUNT WITHDRAWALS

7.1 Hardship: Other than as provided in Section 6.4, a Participant may suspend his or her deferrals to this Plan and/or make a withdrawal from his or her Account only as a result of unanticipated, financial emergency and hardship

which is beyond the control of the Participant and only if this is necessary in light of the immediate and serious financial need of the Participant. The amount, if any, of a Participant's suspension of deferrals or withdrawal from his or her Account shall be determined by the Benefits Investment Committee, but may not exceed the amount required to meet the Participant's immediate and serious financial need by reason of such emergency or hardship.

7.2 Request to Suspend Deferrals or Make a Withdrawal: A Participant shall submit to the Benefits Investment Committee, or its delegate, a written request to suspend his or her deferrals and/or to make a withdrawal from his or her Account pursuant to this Article, which submission shall include financial data and other information deemed necessary by the Benefits Investment Committee, or its delegate, to support the request.

ARTICLE VIII - CHANGE OF CONTROL OF COMPANY

8.1 Lump Sum Distribution; Continued Participation:

(a) Notwithstanding any other provision of this Plan, in the event of the Change of Control of the Company, each Participant (or, if the Participant is deceased, the Participant's Beneficiary) shall receive a lump sum distribution of his or her Account balance (or, if already in pay status, a lump sum distribution of the actuarial present value of his or her remaining payments) as soon as administratively feasible after the date of such Change of Control. If the Participant is receiving monthly payments as of the date of the Change of Control, the assumptions regarding the interest rate and the duration of payments to be applied in calculating the actuarial present value, as of the date of the Change of Control, of the Participant's remaining payments shall be determined by the Benefits Investment Committee.

(b) Subject to Section 2.8, each Participant employed with the Company as of the date of the Change of Control shall continue to be eligible to participate in this Plan until his or her Retirement, death or other termination of employment, and upon such Participant's Retirement, death or other termination of employment any Deferred Compensation (and Interest Credits on such Deferred Compensation) under this Plan subsequent to the lump sum distribution under paragraph (a) above shall be payable as provided in Article VI, as applicable.

8.2 For purposes of this Plan, the term "Change of Control" of the Company means:

(a) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934 (the "Exchange Act") (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (i) the then outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this paragraph (a), the following acquisitions shall not constitute a Change of Control: (A) any acquisition directly from the Company, (B) any acquisition by the Company, (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company or (D) any acquisition pursuant to a transaction which complies with clauses (i), (ii) and (iii) of paragraph (c) of this Section; or

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(b) individuals who, as of September 10, 1998, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to September 10, 1998 whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board; or

(c) consummation by the Company of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company or the acquisition of assets of another entity (a "Business Combination"), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such business combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership

immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding any employee benefit plan (or related trust) of the Company or of such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or the action of the Board, providing for such Business Combination; or

(d) approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

ARTICLE IX - ADMINISTRATION; BENEFIT CLAIMS

9.1 Administration: The Benefits Investment Committee shall be responsible for the general operation and administration of this Plan and shall have the full authority to interpret and construe this Plan and to take whatever actions it deems necessary and proper to carry out its obligations under the Plan. Day-to-day administration of the Plan is the responsibility of the Company's Vice President of Human Resources under the direction of the Benefits Investment Committee.

(a) The Benefits Investment Committee's interpretation and construction of the Plan, and actions thereunder, shall be binding and conclusive on all persons and for all purposes.

(b) A member of the Benefits Investment Committee will not be prevented from receiving any benefits to which he or she may be entitled as a Participant or Beneficiary in the Plan, so long as the benefits are computed and paid on a basis which is consistent with the terms of the Plan as applied to all other Participants and Beneficiaries. A member of the Benefits Investment Committee may not decide or determine any matter or question relating solely to his or her own benefits under the Plan unless such decision could be made by him or her under the Plan if he or she were not a member of the Benefits Investment Committee.

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9.2 Benefit Claims: The Benefits Administrative Committee shall have the full authority to determine and review claims for benefits under this Plan and to take whatever actions it deems necessary and proper to carry out its obligations under the Plan.

(a) The Benefits Administrative Committee's determination of benefit claims under this Plan, and actions thereunder, shall be binding and conclusive on all persons and for all purposes. A member of the Benefits Administrative Committee will not be prevented from receiving any benefits to which he or she may be entitled as a Participant or Beneficiary in the Plan, so long as the benefits are computed and paid on a basis which is consistent with the terms of the Plan as applied to all other Participants and Beneficiaries.

(b) A member of the Benefits Administrative Committee may not decide or determine any matter or question relating solely to his or her own benefits under the Plan unless such decision could be made by him or her under the Plan if he or she were not a member of the Benefits Administrative Committee.

9.3 Claims Procedures:

(a) Any claimant believing him/herself to be entitled to benefits under this Plan may file a written claim for benefits with the Benefits Administrative Committee (or its delegate) setting forth the benefits to which he/she feels entitled and the reasons therefor. Within 90 days after receipt of a claim for benefits, the Benefits Administrative Committee (or its delegate) shall determine the claimant's right, if any, to the benefits claimed, shall give the claimant written notice of its decision unless the Benefits Administrative Committee (or its delegate) determines that special circumstances require an extension of time to process the claim. If such an extension is required, the claimant will receive a written notice from the Benefits Administrative Committee (or its delegate) indicating the reason for the delay and the date the claimant may expect a final decision, which shall be no more than 180 days from the date the claim was filed. If the claim is denied in whole or in part, the written notice shall set forth in a manner calculated to be understood by the claimant (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent Plan provisions on which the denial is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and (iv) an explanation of the Plan's appeal procedure and a statement of the claimant's right to bring an action under ERISA Section 502(a) following an adverse determination on appeal.

(b) Any claimant whose claim for benefits has been denied by the Benefits Administrative Committee (or its delegate) may appeal to the Benefits

Administrative Committee (or its delegate) for a review of the denial by making a written request therefore within 60 days of receipt of a notification of denial. Any such request may include any written comments, documents, records and other information relating to the claim and may include a request for "relevant" documents to be provided free of charge. The claimant may, if he or she chooses, request a representative to make such written submissions on his or her behalf.

(i) Within 60 days after receipt of a request for an appeal, the Benefits Administrative Committee (or its delegate) shall notify the claimant in writing of its final decision. If the Benefits Administrative Committee (or its delegate) determines that special circumstances require additional time for processing, the Benefits Administrative Committee (or its delegate) may extend such 60-day period, but not by more than an additional 60 days, and shall notify the claimant in writing of such extension. If the period of time is extended due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on appeal shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

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(ii) In the case of an adverse benefit determination on appeal, the Benefits Administrative Committee (or its delegate) will provide written notification to the claimant, set forth in a manner calculated to be understood by the claimant, of: (A) the specific reason or reasons for the adverse determination on appeal; (B) the specific Plan provisions on which the denial of the appeal is based; (C) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information "relevant" to the claimant's claim for benefits; and (D) a statement of the claimant's right to bring a civil action under ERISA Section 502(a).

(c) For purposes of this Section, a document, record or other information shall be considered "relevant" to a claimant's claim if such document, record or other information: (i) was relied upon in making the benefit determination; (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; or (iii) demonstrates compliance with the administrative processes and safeguards required in making the benefit determination.

ARTICLE X - MISCELLANEOUS

10.1 Amendment or Termination: The Company, by action of the Board, reserves the right to modify, amend or terminate the Plan at any time, provided, however, that no such action shall have the effect of diminishing the benefits payable hereunder, with respect to any person participating in or receiving benefits under this Plan, without the written consent of such person. If the Plan terminates, the provisions of Section 8.1(a) shall apply as if a Change of Control of the Company had occurred.

10.2 Unfunded Top-Hat Plan:

(a) For purposes of Title I of ERISA and for purposes of the Code, this Plan is intended to be unfunded and to be maintained primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees, and shall be interpreted accordingly. The status of Participants and their Beneficiaries with respect to any liabilities assumed by the Employer hereunder shall be solely those of general unsecured creditors of the Employer, and the Plan constitutes a mere promise by the Company to make benefit payments in the future. Notwithstanding the foregoing, the Employer may establish a trust to assist it in meeting its obligations hereunder, but Participants and Beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of such trust.

(b) Notwithstanding anything in the Plan to the contrary, if it is determined by the Benefits Investment Committee that the continued participation of any individual would jeopardize the Plan's status as a "top-hat plan" under ERISA, such individual's participation in the Plan shall immediately cease and such individual shall receive a lump sum distribution of his or her Account balance as soon as administratively feasible.

10.3 No Assignment or Alienation: Except as contemplated by Section 2.2, no rights of any kind under this Plan shall, without the written consent of the Benefits Investment Committee, be transferable or assignable by the Participant or any Beneficiary or be subject to alienation, encumbrance, garnishment, attachment, execution or levy or seizure by legal process of any kind, voluntary or involuntary. Notwithstanding the preceding sentence, pursuant to rules comparable to those applicable to qualified domestic relations orders ("QDROs"), as determined by the Benefits Investment Committee, the Benefits Investment Committee may direct a distribution, prior to any distribution date otherwise described in the Plan, to an alternate payee (as defined under the rules applicable to QDROs).

10.4 Successors and Assigns:

(a) The Plan shall be binding upon the Participant, his or her Beneficiaries, heirs, executors, administrators, successors and assigns. The foregoing sentence shall not be construed as a waiver of the provisions of Section 10.3.

(b) If the Company sells, assigns or transfers all or substantially all of its business and assets to any person, excluding its affiliates, or if the Company merges into or consolidates or otherwise combines with any person which is a continuing or successor entity, then the Company shall assign all of its right, title and interest in this Plan as of the date of such event to the person which is either the acquiring or successor entity, and such person(s) shall assume and perform from and after the date of such assignment all of the terms, conditions and provisions imposed by this Plan upon the Company. In case of such assignment by the Company and of such assumption and agreement by such person(s), all further rights as well as all other obligations of the Company under this Plan thenceforth shall cease and terminate and thereafter the term "Company" wherever used herein shall be deemed to mean such person(s) the Company and the Benefits Investment Committee may determine that provisions similar to those described in this Section 10.4(b) shall apply if one or more affiliates of, but not all or substantially all of, the Company are divested and the acquiring or successor entity agrees to assume sponsorship of the Plan with respect to affected Participants. However, if the acquiring or successor entity does not so agree, the Plan shall be considered as having terminated with respect to Participants whose employment with the Employer and the Company's affiliates terminates as a result of such transaction.

10.5 Other Plans or Agreements: The benefits payable under the Plan shall be independent of, and in addition to, any other plan or agreement relating to a Participant's employment that may exist from time to time between the parties hereto, or any other compensation payable by the Employer to a Participant, whether salary, bonus or otherwise. The Plan shall not be deemed to constitute a contract of employment between the parties hereto, nor shall any provision hereof restrict the right of the Employer and its affiliates to discharge a Participant or restrict the right of a Participant to terminate his or her employment.

10.6 Other Benefits: In the event a Participant's other Employer-sponsored qualified or non-qualified plan benefits should be reduced in any way by the deferral of compensation under this Plan, the equivalent of such lost benefits, as determined by the Benefits Investment Committee, will be restored by the Employer at the time of the Participant's Retirement. In case of other termination of employment, such lost benefits shall be restored only to the extent the Employer, at its discretion, shall agree.

10.7 Governing Law and Rules of Construction: To the extent not governed by federal law, this Plan shall be construed according to the laws of Wisconsin, and neither the Benefits Investment Committee, the Benefits Administrative Committee, the Company, the Employer nor the Plan shall be under any duty or obligation to account to any court other than a court in Wisconsin. Reference to a section of the Code or of ERISA includes that section and any comparable section or sections of any future legislation that amends, supplements or supersedes that section, as well as to any Regulation pertaining to that section.

10.8 Adoption of Plan: Any subsidiary of the Company which, with the consent of the Board (which consent may be revoked without notice), has adopted the Plan and become a participating Employer is deemed to have appointed the Company, the Benefits Investment Committee and the Benefits Administrative Committee as its exclusive agents to exercise on its behalf all of the power and authority conferred by the Plan upon the Company, the Benefits Investment Committee or the Benefits Administrative Committee. The authority of the Company, the Benefits Investment Committee and the Benefits Administrative Committee to act as such agents shall continue until the Plan is terminated as to the participating Employer. Each participating Employer agrees to perform such other acts as the Benefits Investment Committee deems necessary in order to maintain the Plan's status as an unfunded top-hat plan under ERISA and the Code.

10.9 Release: To the extent allowed by law, any final payment or distribution to any Participant or his or her legal representative, or to any Beneficiaries of such Participant, in accordance with the provisions of this Plan shall be in full satisfaction of all claims arising under or by virtue of this Plan against the Plan, the Benefits Investment Committee, the Benefits Administrative Committee, the Company, an Employer and its directors, officers, employees and affiliates, and any trust described under Section 10.2(a).

IN WITNESS WHEREOF, the Company has caused this instrument to be executed this ___ day of _____, 2002.

SENSIENT TECHNOLOGIES CORPORATION

By _____

ATTEST:

By: _____

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Section 5: EX-10.1(W)(2) (AMENDMENT NO.3 TO THE TRANSITION RETIREMENT PLAN DATED AUGUST 16,2002)

EXHIBIT 10.1(w)(2)

AMENDMENT NO. 3

TO THE

SENSIENT TECHNOLOGIES TRANSITION RETIREMENT PLAN

WHEREAS, Sensient Technologies Corporation. (the "Company") maintains the Sensient Technologies Transition Retirement Plan (the "Plan"); and

WHEREAS, the Company has submitted the Plan to the Internal Revenue Service (the "IRS") for a determination on the continued qualified status of the Plan as a consequence of legislation enacted over the past several years ("GUST"); and

WHEREAS, as part of the review process, the IRS has requested that the following amendments to the Plan be adopted in order to obtain a favorable GUST determination letter.

NOW THEREFORE, the Plan is hereby amended in the following respects effective as of the dates specified therein:

1. Section 6.5(d)(2)(A) of the Plan shall be amended effective as of December 31, 1999 by the addition of the following to the end thereof to read as follows:

"and a hardship distribution made on or after January 1, 2000 meeting the requirements of Section 402(k)(2)(B)(I)(IV) of the Internal Revenue Code."
2. Section 9.2 of the Plan is deleted in its entirety effective as of January 1, 2000 and Sections "9.3", "9.4", "9.5" and "9.6" are accordingly renumbered Sections "9.2", "9.3", "9.4" and "9.5", respectively.
3. Section 9.2(c) of the Plan (as renumbered) shall be amended effective as of January 1, 2001 by the addition of the following sentence to the end thereof to read as follows:

"For Plan Years beginning after December 31, 1997 in addition to the amounts specified in paragraphs (a), (b) and (c) of this Section 9.3, and this paragraph (c) of this Section 9.3, compensation shall also include any elective contributions to a qualified transportation fringe benefit program under Section 132(f)(4) of the Internal Revenue Code."
4. Section 10.6 of the Plan is retitled as "Top-Heavy Plan Definitions and Ratios" effective as of January 1, 2000.
5. Section 10.6 of the Plan is further amended by deleting its second to last sentence in its entirety effective as of January 1, 2000 and the phrase "or super top-heavy" in the last

sentence of such Section 10.6 of the Plan shall also be deleted effective as of January 1, 2000.

2. Paragraph "(c)" of Section 10.7 shall be deleted in its entirety effective as of January 1, 2000, and paragraph "(d)" shall accordingly be relettered as paragraph "(c)".

IN WITNESS WHEREOF, the foregoing instrument has been duly executed on this 16th day of August, 2002.

Sensient technologies Corporation

By: /s/ Richard Carney

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Section 6: EX-10.1(W)(3) (AMENDMENT NO.4 TO THE TRANSITION RETIREMENT PLAN DATED DECEMBER 26,2002)

EXHIBIT 10.1(w)(3)

AMENDMENT NO. 4
TO THE
SENSIENT TECHNOLOGIES TRANSITION RETIREMENT PLAN
(As Restated Effective October 1, 1998)

WHEREAS, Sensient Technologies Corporation (the "Company") maintains the Sensient Technologies Transition Retirement Plan (the "Plan"); and

WHEREAS, the Company desires to amend the Plan, effective as of January 1, 2002, to: incorporate, in good faith, the provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 and modify the Plan's claims procedure in accordance with Department of Labor regulations; and

WHEREAS, the Company desires to further amend the Plan, effective as of January 1, 2003, to incorporate "model" Internal Revenue Service language regarding minimum required distributions.

NOW, THEREFORE, the Plan, which except as otherwise herein provided shall remain in full force and effect, is hereby amended as follows:

1. Section 1.3 of the Plan is amended, effective as of January 1, 2002, by the addition of the following sentence to the end thereof:

"The Plan was further amended, effective as of January 1, 2002, to comply with applicable requirements of the Economic Growth and Tax Relief Reconciliation Act of 2001."

2. Subparagraphs (d)(2)(A) and (B) of Section 6.5 of the Plan are amended, effective as of January 1, 2002, by deleting them in their entirety and by inserting new subparagraphs (d)(2)(A) and (B) in their place and stead to read as follow:

"(A) Eligible Rollover Distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives - (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Internal Revenue Code Section 401(a)(9); any distribution which is made upon hardship of the distributee, and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities) unless such portion is transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Internal Revenue Code, or to a qualified defined contribution plan described in Section 401(a) or

403(a) of the Internal Revenue Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(B) Eligible Retirement Plan: An eligible retirement plan is an individual retirement account described in Internal Revenue Code Section 408(a), an individual retirement annuity plan described in Internal Revenue Code Section 408(b), an annuity plan described in Internal Revenue Code Section 403(a), a qualified trust described in Internal Revenue Code Section 401(a), an

annuity contract described in Internal Revenue Code Section 403(b) or an eligible plan under Internal Revenue Code Section 457(b) maintained by a state, political subdivision of a state, or any agency or instrumentality of a state and which agrees to separately account for amounts transferred into such plan from this Plan."

3. Section 6.6 is amended, effective as of January 1, 2003, by the addition of the following new paragraph (h) to read as follows:

"(h) On and After January 1, 2002. For purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year, the provisions of Section 6.A shall apply."

4. The Plan is amended, effective as of January 1, 2003, by the addition of a new Section 6.A to read in its entirety as follows:

"Section 6.A

MINIMUM DISTRIBUTION REQUIREMENTS

6.A.1. General Rules

- (a) Effective Date. The provisions of this Section 6.A will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (b) Precedence. The requirements of this Section 6.A will take precedence over any inconsistent provisions of the Plan.
- (c) Requirements of Treasury Regulations Incorporated. All distributions required under this Section 6.A will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Internal Revenue Code.

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6.A.2. Time and Manner of Distribution.

- (a) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.
- (b) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.
 - (2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 6.A.2(b), other than Section 6.A.2(b)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Section 6.A.2(b) and 6.A.4, unless Section 6.A.2(b)(4) applies, distributions are considered to begin on the Participant's required beginning date. If Section 6.A.2(b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the

surviving spouse under Section 6.A.2(b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 6.A.2(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

- (c) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a

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single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 6.A.3 and 6.A.4 of this Section 6.A. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Internal Revenue Code and Treasury regulations.

Lifetime. 6.A.3. Required Minimum Distributions During Participant's

- (a) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

- (1) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year, or
- (2) if the Participant's sole designated beneficiary for the distribution calendar year is the Participant's surviving spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

- (b) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 6.A.3 beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death

6.A.4. Required Minimum Distributions After Participant's Death On or after Date Distributions Begin.

- (a) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated beneficiary, determined as follows:

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- (1) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (2) If the Participant's surviving spouse is the Participant's sole designated beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated

using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

- (3) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, the designated beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

- (b) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

6.A.5. Definitions. For purposes of this Section, the following definitions shall have the following meanings:

- (a) Designated beneficiary. The individual who is designated as the Beneficiary under Section 2.2 of the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.
- (b) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 6.A.2(b). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The

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required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

- (c) Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.
- (d) Participant's account balance. The account balance as of the last Valuation Date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the Valuation Date and decreased by distributions made in the valuation calendar year after the Valuation Date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (e) Required beginning date. The date specified in Section 6.4(f) of the Plan."

5. Section 7.4 of the Plan is amended, effective as of January 1, 2002, by deleting it and by inserting a new Section 7.4 in its place and stead to read as follows:

"7.4 Claims Procedures. Claims made for benefits under the Plan shall be processed in accordance with the following paragraphs:

- (a) Claims for benefits under the Plan shall be submitted in writing to the Committee, or a person designated by the Committee, on a form prescribed for such purpose. Within 90 days after its receipt of any claim for a benefit under the Plan, the Committee (or its delegate) shall give written notice to the claimant of its decision on the claim unless the

Committee (or its delegate) determines that special circumstances require an extension of time for processing the claim. If an extension of time for processing the claim is needed, a written notice shall be furnished to the claimant within the 90-day period referred to above which states the special circumstances requiring the extension and the date by which a decision can be expected, which shall be no more than 180 days from the date the claim was filed. If a claim for a benefit is being denied, in whole or in part, such notice shall be written in a manner calculated to be understood by the claimant and shall include:

- (1) the specific reason or reasons for such denial;
- (2) specific references to Plan provisions upon which the denial is based;

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- (3) a description of any additional material or information which may be needed to perfect the request, including an explanation of why such material or information is necessary; and
- (4) an explanation of the Plan's claim review procedures and the time limits applicable to such procedures including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on appeal.

(b) Any claimant whose claim for benefits has been denied by the Committee (or its delegate) may appeal to the Committee for a review of the denial by making a written request therefore within 60 days of receipt of a notification of denial. Any such request may include any written comments, documents, records and other information relating to the claim and may include a request for 'relevant' documents to be provided free of charge. The claimant may, if he or she chooses, request a representative to make such written submissions on his or her behalf.

- (1) Within 60 days after receipt of a request for an appeal, the Committee shall notify the claimant in writing of its final decision. If the Committee determines that special circumstances require additional time for processing, the Committee may extend such 60-day period, but not by more than an additional 60 days, and shall notify the claimant in writing of such extension. If the period of time is extended due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on appeal shall be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

- (2) In the case of an adverse benefit determination on appeal, the Committee will provide written notification to the claimant, set forth in a manner calculated to be understood by the claimant, of:

- (A) the specific reason or reasons for the adverse determination on appeal;
- (B) the specific Plan provisions on which the denial of appeal is based;

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

(D) a statement of the claimant's right to being a civil action under ERISA Section 502(a).

(c) A document, record or other information shall be considered `relevant' to a claimant's claim if such document, record or other information: (1) was relied upon in making the benefit determination; (2) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; or (3) demonstrates compliance with the administrative processes and safeguards required in making the benefit determination."

6. Paragraph (a) of Section 9.1 of the Plan is amended, effective as of January 1, 2002, by deleting it in its entirety and by inserting a new paragraph (a) in its place and stead to read as follows:

"(a) The annual addition to a Participant's accounts for any `limitation year' for purposes of this Section and Section 415 of the Internal Revenue Code, when added to the Participant's annual additions for that limitation year under any other qualified defined contribution plan of the Company or an Affiliated Company shall not exceed the lesser of (i) \$40,000, adjusted for increases in the cost-of-living under Section 415(d) of the Internal Revenue Code; or (ii) 100% of the Participant's compensation within the meaning of Section 415(c)(3) of the Internal Revenue Code, for the limitation year. The compensation limit referred to in (ii) above shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Internal Revenue Code) which is otherwise treated as an annual addition."

7. Section 10 of the Plan is amended, effective as of January 1, 2002, by deleting it in its entirety and inserting a new Section 10 in its place and stead to read as follows:

"Section 10

SPECIAL RULES FOR TOP-HEAVY PLANS

"10.1 Definition of Key Employee: A key employee is any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the determination date was: (i) an officer

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of the Company or an Affiliated Company having annual compensation greater than \$130,000 (as adjusted under Internal Revenue Code Section 416(i)(1) for Plan Years beginning after December 31, 2002), (ii) a five percent owner of the Company or an Affiliated Company, or (iii) a one percent owner of the Company or an Affiliated Company having annual compensation greater than \$150,000. For purposes of this definition the following paragraphs shall also apply:

- (a) The terms `key employee,' `former key employee,' and `non-key employee' include the beneficiaries of such individuals. The term `non-key employee' means any Employee who is not a key employee.
- (b) Whether an individual is an officer shall be determined upon the basis of all the facts, including, for example, the source of the officer's authority, the term for which elected or appointed, and the nature and extent of the duties to be performed.
- (c) Self-employed individuals are to be treated as Employees and their earned income from self-employment is to be treated as compensation for purposes of this Section.

The determination of who is a key employee will be made in accordance with Section 416(i)(1) of the Internal Revenue Code and the applicable regulations and other guidance of general applicability issued thereunder."

10.2. Aggregation Rules. Plans shall be aggregated pursuant to Section 9.6. The following paragraphs describe the required aggregation and permissive aggregation rules:

- (a) Required Aggregation Group. The required aggregation group of the Company includes each qualified retirement plan (including a simplified employee pension plan) of the Company in which a key employee participates in the

Plan Year containing the determination date, or any of the four (4) preceding Plan Years. In addition, each other such plan of the Company which, during this period, enables any such plan in which a key employee participates to meet the nondiscrimination in benefits or contributions requirements of Section 401(a)(4) of the Internal Revenue Code or the minimum participation standards of Section 410 of the Internal Revenue Code, is part of the required aggregation group.

- (b) Permissive Aggregation Group. A permissive aggregation group consists of plans of the Company that are required to be aggregated, plus one or more plans that are not part of a required aggregation group but that satisfy the requirements of Sections 401(a)(4) and 410 of the Internal Revenue Code when considered together with the required aggregation group.

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- (c) Collectively Bargained Plans. Collectively bargained plans that include a key employee must be included in the required aggregation group for the Company. Collectively bargained plans that do not include a key employee may be included in a permissive aggregation group. The special top-heavy rules do not apply to collectively bargained plans, however, whether or not they include a key employee.

10.3 Determination Date. Whether a plan is top-heavy is determined on the determination date. The determination date is (i) the last day of the preceding Plan Year, or (ii) in the case of the first Plan Year, the last day of such first Plan Year. The present value of accrued benefits and distribution made as of the determination date are generally determined as of the determination date. An Employee's status as a key employee is based on the Plan Year containing the determination date. If more than one plan is aggregated pursuant to Section 10.2, the present value of the accrued benefits (including distributions for key employees and all Employees) is determined separately for each plan as of each plan's determination date. The plans are then aggregated by adding the results of each plan as of the determination dates for such plans that fall within the same calendar year. If the total results show that the plans are top-heavy, each plan will be top-heavy for the plan year commencing immediately following its respective determination date.

10.4 Present Value of Accrued Benefits in a Defined Contribution Plan. The present value of accrued benefits in the Plan, for purposes of this Section 10, as of the determination date for any individual (computed using a five percent (5%) interest assumption and a 1971 GAM assumption), includes the balance of (i) the individual's Company Contribution Account as of the most recent valuation date occurring within a twelve (12) month period ending on the determination date, and (ii) an adjustment for employer contributions due as of the determination date. In the case of a defined contribution plan, other than a money purchase pension plan, the adjustment in (ii) is generally the amount of any Company contributions actually made after the valuation date but on or before the determination date. However, in the first Plan year of the Plan, the adjustment in (ii) should also reflect the amount of any contributions made after the determination date that are allocated as of a date in the first Plan year. In the case of a money purchase plan, the account balance in (i) should include contributions that would be allocated as of a date not later than the determination date, even though those amounts are not yet required to be contributed. The adjustment in (ii) should reflect the amount of any contribution actually made (or due to be made) after the valuation date but before the expiration of the extended payment period in Section 412(c)(10) of the Internal Revenue Code. The present value of accrued benefits includes Employee contributions whether voluntary or mandatory, determined as the balance of such Employee's contribution account as of the determination date. If an Employee has not performed services for the employer maintaining the Plan at any time during the one (1) year period ending on the determination date, any accrued

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benefit for such individual (and the account of such individual) shall not be taken into account.

10.5 Adjustments to Present Value of Accrued Benefits.

- (a) Distributions. The present values of accrued benefits of an Employee as of the determination date shall be increased by the distribution made with respect to the Employee under the

Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Internal Revenue Code during the one (1) year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which had it not been terminated would have aggregated with the Plan as part of the required aggregation group. In the case of a distribution made for a reason other than separation from service, death or disability, this provision shall be applied by substituting 'five (5) year period' for one (1) year period.'

- (b) Rollovers and Plan-to-Plan Transfers. In the case of unrelated rollovers or plan-to-plan transfers, the plan providing the distributions always counts the distribution and the plan accepting the rollover or transfer does not consider the rollover part of the accrued benefit. In the case of related rollovers or transfers, the plan providing the rollover does not count the rollover as a distribution and the plan accepting the rollover counts the rollover in the present value of the accrued benefits. An unrelated rollover or transfer is both initiated by the Employee and made from a plan maintained by one employer to a plan maintained by another employer. A related rollover or transfer is either not initiated by the Employee or is made to a plan maintained by the same employer.

10.6 Top-Heavy Plan Definition and Ratio. The term "top-heavy group" means any aggregation group if the sum (as of the determination date) of the present value of the accrued benefits for key employees under all defined benefit plans included in such group and all defined contribution plans included in such group exceeds sixty percent (60%) of a similar sum determined for all Employees, excluding former key employees. In the case of plans that are required to be aggregated, each plan in the required aggregation group will be top-heavy if the group is top-heavy. No plan in the required aggregation group will be top-heavy if the group is not top-heavy. If a permissive aggregation group is top-heavy, only those plans that are part of the required aggregation group are top-heavy. Plans that are not part of the required aggregation group are not top-heavy. The Committee shall determine for each Plan Year whether the Plan is top-heavy, but precise top-heavy ratios need not be computed every year.

10.7 Adjustments to Plan Provisions if Plan is Top-Heavy. For any Plan Year that the Plan is top-heavy, the following adjustments to its

provisions shall be applicable and shall be implemented by the Committee where necessary to preserve the qualified status of the Plan:

- (a) Vesting. Notwithstanding the vesting schedule set forth in Section 6.2 of the Plan, the Vested Balance of a Participant's Company Contribution Account shall be as set forth in Section 6.2, or greater, as set forth in the following schedule:

Years of Vesting Service	Vested Percentage
-----	-----
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

In applying this alternate vesting schedule, the same years of Vesting Service recognized for purposes of Section 6.2 shall be recognized hereunder. The Company Contribution Account subject to this alternate vesting schedule includes balances accrued before the Plan became top-heavy and before the top-heavy rules were adopted by law. This alternate vesting schedule shall not apply, however, to the Company Contribution Account of any Employee who is not credited with an Hour of Service in any Plan Year for which the Plan is determined to be top-heavy. When the Plan ceases to be top-heavy, the vesting schedule above shall be disregarded, and the schedule set forth in Section 6.2 shall again apply. However, in changing the vesting schedule, the requirements applicable to changes in vesting schedules described in Internal Revenue Code Section 411(a)(10) shall be satisfied. Thus, any portion of the accrued benefit that was nonforfeitable must remain nonforfeitable and any Employee with three (3) or more years of Vesting Service must be given the option of remaining under the vesting schedule in effect before the change.

- (b) Minimum Benefits. The Company contributions and forfeitures allocated to the Company Contribution Account of any non-key employee for each Plan Year in which the Plan is top-heavy must equal at least five percent (5%) of compensation for that Plan Year for each non-key employee. The Employees who must receive the defined contribution plan minimum benefit are all non-key employees covered by the Plan who have satisfied the eligibility requirements of the Plan as to age and waiting period of service, and who have not incurred a Termination of Employment as of the last day of the Plan Year. The Employees covered by the Plan include individuals who have (i) failed to complete one year of

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service, (ii) declined to make mandatory contributions to the Plan, or (iii) been excluded from the Plan because such individual's compensation is less than a stated amount but must be considered 'participants' to satisfy applicable coverage requirements. The minimum benefit to be provided hereunder may not be integrated with social security.

- (c) Compensation. For purposes of this Article the term 'compensation' means compensation as defined in Internal Revenue Code Section 415(c)(3)."

IN WITNESS WHEREOF, the foregoing Amendment has been duly executed this ____ day of _____, 2002.

SENSIENT TECHNOLOGIES CORPORATION

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Section 7: EX-13.1 (PORTIONS OF ANNUAL REPORT TO SHAREHOLDERS FOR THE YEAR ENDING DECEMBER 31,2002)

EXHIBIT 13.1

MANAGEMENT'S ANALYSIS OF OPERATIONS & FINANCIAL CONDITION

OVERVIEW

2002 was a successful year of growth for Sensient Technologies Corporation ("the Company"). For the year, the Company reported record levels of revenue, earnings per share and cash flow from the operating activities of continuing operations. The Company also increased the annual cash dividend paid on its common stock from 53 cents per share to 56 cents per share in order to allow shareholders to participate immediately and directly in the Company's success.

The Company completed four acquisitions during 2002 that have added new products and technologies in display imaging, specialty inks, cosmetic ingredients, flavors and fragrances. The Company also implemented a number of specific initiatives to improve profitability and growth opportunities within its businesses. Both acquisitions and improvements in core operations contributed to strong growth in revenue and earnings during the year.

2002 marked the completion of the Company's cost reduction programs that began with the facilities consolidation plan announced in December of 2000. The cost savings achieved from this and subsequent actions have dramatically improved the Company's cost structure. During 2002, an additional \$10.5 million of savings were achieved, resulting in total annual savings of \$20 million under these programs.

The Company achieved operating income in 2002 of \$146.5 million, an increase of \$25.0 million, or 20.6% over 2001 operating income of \$121.5 million. 2002 earnings from continuing operations of \$80.7 million represent a \$15.7 million, or a 24.2% improvement compared to 2001 earnings of \$65.0 million. Diluted

earnings per share from continuing operations were \$1.69 in 2002, an increase of 24.3% over 2001 diluted earnings per share of \$1.36.

RESULTS OF OPERATIONS

2002 VS. 2001 - CONTINUING OPERATIONS

Revenue from continuing operations for 2002 was \$939.9 million, an increase of \$123.0 million, or 15.0%, over 2001. The Color Group increased revenue by \$70.5 million, or 25.5% over 2001, to \$346.5 million for 2002. This increase was driven by the recently acquired technical color businesses, as well as growth in the pharmaceutical, cosmetic and natural color product lines. The increase was partially offset by lower sales of synthetic dyes to food and beverage customers. Revenue for the Flavors & Fragrances Group increased by \$46.5 million, or 8.8%, over 2001, to \$572.2 million for 2002. Revenue increased in all major categories, with strong growth in fragrances and beverage flavors. The March 2002 acquisition of the flavors and essential oils operations of C. Melchers GmbH & Company also contributed to the Flavors & Fragrances Group's increase in revenue.

Gross profit for 2002 was \$308.3 million, an increase of \$40.7 million, or 15.2%, over 2001. The Color Group increased gross profit 29.3%, to \$136.1 million in 2002, primarily as a result of recently acquired businesses and growth in key product categories. Gross profit for the Flavors & Fragrances Group increased 6.3%, to \$156.6 million in 2002. This increase was the result of

higher revenue and realized cost savings, partially offset by increased material costs. The Company's gross margin was 32.8% for both 2002 and 2001. The Color Group increased its gross margin 120 basis points, to 39.3% of revenue, primarily as a result of recently acquired higher-margin businesses. The Flavors & Fragrances Group gross margin decreased 60 basis points, to 27.4% of revenue, which resulted from increased material costs and changes in product mix.

Selling and administrative expenses were \$161.8 million in 2002, a 10.7% increase over 2001. The increase was primarily attributable to the higher selling and administrative expenses of acquired businesses, as well as increased employee benefit expense and increased salary expense from newly created management positions in the Color and Flavors & Fragrances Groups. For the year, selling and administrative expenses as a percent of revenue decreased to 17.2% versus 17.9% in 2001. The mandatory adoption of Statement of Financial Accounting Standards ("SFAS") No. 142, "Goodwill and Other Intangible Assets," reduced selling and administrative expenses in 2002. On a comparable basis, assuming SFAS No. 142 had been adopted in 2001, selling and administrative expenses, as a percent of revenue, would have been 16.8%. See "Critical Accounting Policies" for additional details on SFAS No. 142.

Operating income was \$146.5 million compared to \$121.5 million in 2001, an increase of 20.6%. The increase in operating income was driven by the combination of higher revenue and realized cost savings. The adoption of SFAS No. 142 also increased operating income by \$8.9 million. On a comparable basis, assuming SFAS No. 142 had been adopted in 2001, operating income would have increased by 12.3%.

Favorable exchange rates increased revenue by approximately 1% for the year. The impact of exchange rates on earnings for the year was minimal.

[GRAPHIC APPEARS HERE]

Interest expense decreased \$2.0 million to \$29.5 million in 2002. The decrease was a result of lower interest rates more than offsetting higher average outstanding debt balances.

The effective income tax rate on continuing operations was 31.0% in 2002. The 2002 tax rate was reduced as a result of the expected settlement of certain tax liabilities. Excluding this reduction, the effective tax rate in 2002 would have been approximately 31.8%. The effective tax rate was 27.8% in 2001. The 2001 tax rate was reduced as a result of the expected settlement of certain tax liabilities and an adjustment of the valuation allowance made possible by the ability to utilize state and foreign net operating loss carryforwards. Without the adjustment for these factors, and had SFAS No. 142 been adopted in 2001, the 2001 effective tax rate would have been 31.6%.

Earnings from continuing operations were \$80.7 million, or \$1.69 per share diluted, in 2002 compared to \$65.0 million, or \$1.36 per share diluted, in 2001. Diluted earnings per share from continuing operations in 2002 included a benefit of \$.17 from the required adoption of SFAS No. 142.

2001 VS. 2000 - CONTINUING OPERATIONS

Revenue from continuing operations for 2001 was \$816.9 million, an increase of \$7.8 million, or 1.0%, over 2000. The increase in revenue is attributable to an increase of \$14.5 million, or 2.8%, in the Flavors & Fragrances Group. Color Group revenue was 2.7% lower than 2000 due to the strengthening U.S. dollar and

the divestiture of non-strategic businesses in 2000. Excluding foreign exchange and the divestitures, revenue for the Company would have increased approximately 4%. Both the Flavors & Fragrances and Color Groups were negatively impacted by lower demand as customers had fewer new product introductions and reduced inventory levels. Sales initiatives in the fourth quarter resulted in improved revenue. Fourth quarter 2001 revenue increased 10.6% over the fourth quarter of the prior year.

Gross margin for 2001 was 32.8% compared to 35.1% in 2000. Gross margin in the Flavors & Fragrances Group declined 2.7% primarily due to the impact of higher energy costs in the dehydrated flavors business. In November 2001, the dehydrated flavors business implemented price increases to mitigate the negative effect of higher energy costs. The gross margin for the Color Group declined 1.6% due to a shift in product mix.

Selling and administrative expenses were \$146.1 million in 2001, a decrease of \$6.9 million, or 4.5%, from 2000. The Company's December 2000 and April 2001 programs to consolidate facilities and streamline the workforce were the primary reasons for this reduction in expenses. Lower contributions to benefit plans in 2001 and continued emphasis on controlling costs also reduced selling and administrative expenses.

Operating income was \$121.5 million compared to \$131.2 million in 2000, excluding special charges of \$19 million in 2000. The strengthening of the U.S. dollar reduced 2001 operating income by \$1.4 million. Operating income decreased \$6.4 million in the Flavors & Fragrances Group primarily due to the increase in energy costs. Operating income decreased \$1.5 million in the Color Group due to a shift in product mix. Both Groups reported increases in operating income in the fourth quarter of 2001 compared to the same period in 2000.

Interest expense decreased \$2.6 million to \$31.5 million in 2001. The decrease was due to lower average outstanding debt and lower average interest rates. The proceeds from the Red Star Yeast divestiture were used primarily to reduce outstanding debt, repurchase the Company's stock and to fund acquisitions of companies with high growth potential.

The effective tax rate was 27.8% in 2001. The 2001 tax rate was reduced as a result of the expected settlement of certain tax liabilities and an adjustment of the valuation allowance made possible by the ability to utilize state and foreign net operating loss carryforwards. Excluding these reductions, the effective tax rate in 2001 would have been approximately 33.8%. The effective tax rate in 2000 was also 27.8%, which included a one-time tax benefit realized from ceasing dehydrated operations in Ireland. Excluding this benefit and other minor one-time items, the effective tax rate would have been approximately 32.6% in 2000.

Earnings from continuing operations were \$65.0 million, or \$1.36 per share diluted, in 2001 compared to \$1.15 in 2000. Diluted earnings per share from continuing operations in 2000

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included special charges of \$19.0 million (\$13.3 million, or \$.27 per share, after tax). Without the special charges, 2000 diluted earnings per share from continuing operations were \$1.42.

LIQUIDITY AND FINANCIAL POSITION

The Company generated a record level of operating cash from continuing operations in 2002. The Company also took advantage of strong investor demand and historically low interest rates by issuing approximately \$60 million of privately placed debt in December 2002.

Cash provided by operating activities of continuing operations was \$94.1 million in 2002, \$58.9 million in 2001 and \$75.1 million in 2000. Operating cash flow provided the primary source of funds to finance operating needs, capital expenditures and shareholder dividends. The increase in cash provided by continuing operations in 2002 was the result of increased earnings and working capital reductions as compared to 2001.

Cash provided by operating activities of continuing operations in 2001 was reduced as a result of tax payments and other transactional costs from the disposal of the Yeast business and costs paid as part of the December 2000 and April 2001 programs that consolidated facilities and streamlined the workforce. Excluding these items, cash provided by continuing operations in 2001 would have been approximately \$86.7 million, a 15.4% increase over 2000.

[GRAPHIC APPEARS HERE]

Cash used for investing activities was \$88.2 million in 2002, compared to cash provided of \$25.2 million in 2001 and cash used of \$90.1 million in 2000. Cash proceeds from the sale of assets were \$8.9 million in 2002, \$114.6 million in 2001 and \$11.7 million in 2000. The 2001 proceeds were primarily a result of the sale of Red Star Yeast. Cash used for acquisitions was \$48.5 million in 2002, \$50.7 million in 2001 and \$50.2 million in 2000. 2002 acquisitions include Cardre, Inc., a Plainfield, New Jersey, manufacturer of specialty ingredients used in cosmetics; ECS Specialty Inks and Dyes, a Morges, Switzerland, producer

and marketer of inks for specialty printing applications; SynTec GmbH, a Wolfen, Germany, manufacturer of specialty dyes and chemicals for the imaging industry; and the flavors and essential oils operations of C. Melchers GmbH & Company, based in Bremen, Germany. The Company may be required to pay up to (euro)4.6 million Euro (\$4.8 million) of additional cash consideration for the 2002 acquisitions subject to specific performance targets in the first two years following the acquisitions. The Company is still evaluating the amount of any additional consideration that it may be required to pay for the 2001 acquisitions, up to \$9.0 million subject to specific 2002 performance targets. Capital expenditures for continuing operations were \$47.3 million in 2002, \$38.0 million in 2001 and \$45.2 million in 2000.

Cash used in financing activities was \$6.8 million in 2002 and \$85.5 million in 2001, compared to cash provided by financing activities of \$1.4 million in 2000. The Company had net borrowings of \$25.5 million in 2002 compared to a reduction in debt of \$31.9 million in 2001 and net borrowings of \$56.1 million in 2000. In December 2002, the Company issued \$38 million of U.S. dollar-denominated notes with a coupon rate of 4.57% and SFr. 33 million of

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floating rate Swiss Franc-denominated notes, which mature December 2007. The Swiss Franc-denominated notes had an average coupon rate of 1.57% at December 31, 2002. Cash proceeds received from the additional borrowings were used to refinance current maturities of long-term debt and fund acquisitions, as well as for general corporate purposes. The Company maintains debt levels it considers prudent based on its cash flows, interest coverage and percentage of total debt to total capital.

The Company has a share repurchase program under which it is authorized to repurchase up to 10.0 million shares of Company stock. As of December 31, 2002, 5.2 million shares were available under the authorization. During 2002, 2001 and 2000, the Company repurchased 0.9 million, 1.7 million and 2.4 million shares at a cost of \$18.9 million, \$37.0 million and \$46.7 million, respectively.

The Company has paid uninterrupted quarterly cash dividends since commencing public trading in its stock in 1962. On October 18, 2002, the Company announced an increase in its quarterly cash dividend on its common stock from 13.25 cents per share to 14 cents per share, commencing with the dividend paid on December 2, 2002. On an annualized basis, this announcement will increase the Company's dividend from 53 cents per share to 56 cents per share. In 2002 and 2001, total dividends paid per share were \$0.5375 and \$0.53, respectively.

The impact of inflation on both the Company's financial position and its results of operations has been minimal and is not expected to adversely affect 2003 results.

The Company's debt to total capital was 52.8% as of December 31, 2002, down from 53.3% as of December 31, 2001. The decrease resulted from a slightly greater increase in shareholders' equity compared to the increase in debt. The current ratio was 2.3:1 at December 31, 2002, which is consistent with 2.2:1 at December 31, 2001. The Company's financial position remains strong, enabling it to meet cash requirements for operations, capital expansion programs and dividend payments to shareholders. The Company intends to fund acquisitions, working capital requirements, principal and interest payments and other liabilities with cash provided by operations, to the extent available, and short-term and long-term borrowings under existing credit facilities.

CRITICAL ACCOUNTING POLICIES

Revenue Recognition The Company recognizes revenue, net of any discounts, upon shipment of goods to customers, at which time title passes, the customer is obligated to pay the Company, and the Company has no remaining obligations.

Goodwill and Other Intangible Assets On January 1, 2002, the Company adopted SFAS No. 142, "Goodwill and Other Intangible Assets." SFAS No. 142 requires that upon adoption, amortization of goodwill and other intangible assets with indefinite useful lives cease and instead, the carrying value of goodwill is evaluated for impairment on an annual basis. The Company performed the transitional impairment assessment of goodwill on January 1, 2002, and the annual assessment on July 1, 2002. The assessments included comparing the carrying amount of net assets, including goodwill, of each reporting unit to their respective fair value as of the date of the assessment. Fair value was estimated based upon an evaluation of future discounted

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cash flow as well as the public trading and private transaction valuation multiples for comparable companies. Such determination of fair value yielded no impairment. In the future, the Company will assess impairment annually.

Impairment of Long-lived Assets The Company reviews long-lived assets for impairment whenever events or changes in business circumstances indicate that the carrying amount of the assets may not be fully recoverable. The Company performs undiscounted cash flow analyses to determine if impairment exists. If

impairment is determined to exist, any related impairment loss is calculated based on discounted operating cash flows.

MARKET RISK FACTORS

The Company is exposed to market risks, including changes in interest rates, currency exchange rates and commodity prices. To manage the volatility relating to these exposures on a consolidated basis, the Company nets the exposures to take advantage of natural offset. The Company also enters into various derivative transactions for some of the remaining exposures pursuant to the Company's policies covering hedging practices. The financial impacts of these hedging instruments are offset by corresponding changes in the underlying exposures being hedged. The Company does not hold or issue derivative financial instruments for trading purposes. Note 1 to the Consolidated Financial Statements includes a discussion of the Company's accounting policies for financial instruments.

A key part of the Company's strategy is to expand into new geographic markets. Because the Company manufactures and sells its products throughout the world, it is exposed to movements in foreign currency exchange rates. The major foreign currency exposures involve the markets in Western Europe, Mexico and Canada. The primary purpose of the Company's foreign currency hedging activities is to protect against the volatility associated with foreign currency sales, purchases of materials and other assets and liabilities created in the normal course of business. The Company utilizes foreign exchange contracts with durations of generally less than 12 months that qualify as cash flow hedges under SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," as amended. At December 31, 2002 and 2001, the fair values of these instruments, based on dealer quotes, were liabilities of \$2.3 million and \$0.5 million, respectively. At December 31, 2002 and 2001, the potential gain or loss in the fair value of the Company's outstanding foreign exchange contracts, assuming a hypothetical 10% fluctuation in the currencies of such contracts, would be approximately \$6.1 million and \$6.4 million, respectively. However, any change in the value of the contracts, real or hypothetical, would be significantly offset by an inverse change in the value of the underlying hedged items. In addition, this hypothetical calculation assumes that each exchange rate would change in the same direction relative to the U.S. dollar.

In December 2002, the Company entered into a SFr. 33 million Swiss Franc-denominated note agreement. In November 2001, the Company entered into a (euro)134 million Euro-denominated note agreement. These nonderivative instruments have been designated as partial hedges of the Company's Swiss Franc and Euro net asset positions. At December 31, 2002 and 2001, the potential increase or decrease in the annual U.S. dollar interest expense of the Company's outstanding foreign currency-denominated debt, assuming a hypothetical 10% fluctuation in the currencies of such debt, would be approximately \$1.0 million and \$0.8 million, respectively.

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However, any change in interest expense from fluctuations in currency, real or hypothetical, would be offset by an inverse change in the value of the foreign income before interest. In addition, this hypothetical calculation assumes that each exchange rate would change in the same direction relative to the U.S. dollar.

The Company manages its debt structure and interest rate risk through the use of fixed rate and floating rate debt and through the use of derivatives. The Company's primary exposure is to interest rates in the U.S. and Western Europe. The Company uses interest rate swaps to hedge its exposure to interest rate changes, manage the level of fixed and floating interest exposure and also to lower its financing costs. During 2002 and 2001, the Company entered into a series of interest rate swap agreements to manage the mix of fixed and floating interest rate debt. These instruments are accounted for as fair value hedges under SFAS No. 133. As of December 31, 2002 and 2001, the notional amount of the interest rate swaps was \$197.7 million and \$148.0 million, respectively, with varying maturities through January 2011. The fair value of the swaps, based on dealer quotes, was an asset of \$13.2 million, which was recorded primarily in the "Other assets" line on the consolidated balance sheet at December 31, 2002. The fair value of the interest rate swaps at December 31, 2001, was not material. The potential gain or loss in the fair value of the outstanding interest rate swaps at December 31, 2002 and 2001, assuming a hypothetical 10% fluctuation in interest rates of such contracts, would be approximately \$3.4 million for each year. At December 31, 2002 and 2001, the potential increase or decrease in annual interest expense, assuming a hypothetical 10% fluctuation in interest rates of floating rate debt, including the impact of swap contracts, would be approximately \$0.4 million for each year.

The Company is the purchaser of certain commodities such as corn, sugar, soybean meal and fruits. The Company generally purchases these commodities based upon market prices that are established with the vendor as part of the purchase process. In general, the Company does not use commodity financial instruments to hedge commodity prices due to a high correlation between the commodity cost and the ultimate selling price of the product. On occasion, the Company may enter into non-cancelable forward purchase contracts, as deemed appropriate, to reduce the effect of price fluctuations on future manufacturing requirements.

CONTRACTUAL OBLIGATIONS

The Company is subject to certain contractual obligations, including long-term debt and operating leases. The following table summarizes the Company's significant contractual obligations as of December 31, 2002.

PAYMENTS DUE BY PERIOD

(IN THOUSANDS)	TOTAL	*** 1 YEAR	2--3 YEARS	4--5 YEARS	** 5 YEARS
Long-Term Debt	\$ 524,081	\$ 12,374	\$ 31,035	\$ 283,927	\$ 196,745
Operating Lease Obligations	20,889	5,449	6,878	3,216	5,346
Total Contractual Obligations	\$ 544,970	\$ 17,823	\$ 37,913	\$ 287,143	\$ 202,091

*** LESS THAN EQUAL TO
 ** GREATER THAN

NEW PRONOUNCEMENTS

In June 2002 the Financial Accounting Standards Board ("FASB") issued SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities." This pronouncement is effective for exit or disposal activities that are initiated after December 31, 2002, and requires these costs to be recognized when the liability is incurred and not at project initiation. The Company does not anticipate that the adoption of this statement will have a significant impact on the Company's financial statements.

In December 2002, the FASB issued FASB Interpretation ("FIN") No. 45, "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others." This interpretation elaborates on the disclosures to be made by a guarantor in its interim and annual financial statements about its obligations under certain guarantees that it has issued. It also clarifies that a guarantor is required to recognize, at the inception of a guarantee, a liability for the fair value of the obligation undertaken in issuing the guarantee. This pronouncement is effective on a prospective basis for guarantees issued or modified after December 31, 2002. The Company does not anticipate that the adoption of this interpretation will have a significant impact on its consolidated financial statements.

OUTLOOK

The Company seeks to increase revenue and profits through a number of strategic actions. Strategies for growth include further development of existing markets and entry into new product and geographic markets. In addition, the Company continues to enhance its technologies and broaden its product base. The Company has built strong relationships with market leaders in each of the industries that it serves by providing superior technical support and service.

The Company continues to seek opportunities to grow in both food and non-food markets. Current non-food applications include cosmetics, personal care products, pharmaceutical ingredients, inks for ink-jet printers and a variety of other products. The Company believes that the technologies of the Color Group provide the greatest opportunities for growth in non-food applications. In the food markets, the Company is continually developing new products to provide higher-margin ingredient systems to its customers.

The Company completed four acquisitions in 2002 and two acquisitions in 2001. The 2002 acquisition of SynTec GmbH and ECS Specialty Inks and Dyes expanded the Company's technical color business. In 2002, the Company also completed the acquisition of Cardre, Inc., a manufacturer of specialty colors and ingredients used in cosmetics. The Company also acquired the flavors and essential oils operations of C. Melchers GmbH & Company, which will broaden product offerings and strengthen European operations. The 2001 acquisitions of Formulabs and the technical dye business of Crompton Colors Incorporated, increased the Company's market position in technical colors and ink-jet inks and will allow the Company to enter new specialty markets.

FORWARD-LOOKING STATEMENTS

This document contains forward-looking statements that reflect management's current assumptions and estimates of future economic circumstances, industry conditions, Company performance and financial results. The Private Securities Litigation Reform Act of 1995 provides a safe harbor for such forward-looking statements. Such forward-looking statements are not guarantees of future

performance and involve known and unknown risks, uncertainties and other factors that could cause actual events to differ materially from those expressed in those statements. A variety of factors could cause the Company's actual results and experience to differ materially from the anticipated results. These factors and assumptions include the pace and nature of new product introductions by the Company's customers; execution of the Company's acquisition program and results of newly acquired businesses; the Company's ability to successfully implement its growth strategies; industry and economic factors related to the Company's domestic and international business; growth in markets for products in which the Company competes; industry acceptance of price increases; and currency exchange rate fluctuations. The Company does not undertake to publicly update or revise its forward-looking statements even if experience or future changes make it clear that any projected results expressed or implied therein will not be realized.

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CONSOLIDATED STATEMENTS OF EARNINGS

IN THOUSANDS EXCEPT PER SHARE AMOUNTS	Years ended December 31,		
	2002	2001	2000
REVENUE	\$ 939,886	\$ 816,947	\$ 809,163
Cost of products sold	631,581	549,327	524,960
Selling and administrative expenses	161,810	146,130	153,010
Special charges (see Note 14)	--	--	19,000
OPERATING INCOME	146,495	121,490	112,193
Interest expense	29,523	31,531	34,165
EARNINGS FROM CONTINUING OPERATIONS BEFORE INCOME TAXES	116,972	89,959	78,028
Income taxes	36,282	24,996	21,681
Earnings from continuing operations	80,690	64,963	56,347
Earnings from discontinued operations	--	8,639	3,265
Accounting change	--	--	2,431
NET EARNING	\$ 80,690	\$ 73,602	\$ 62,043
Basic earnings per share			
Continuing operations	\$ 1.70	\$ 1.36	\$ 1.15
Discontinued operations	--	.18	.07
Accounting change	--	--	.05
Net earnings	\$ 1.70	\$ 1.54	\$ 1.27
Diluted earnings per share			
Continuing operations	\$ 1.69	\$ 1.36	\$ 1.15
Discontinued operations	--	.18	.07
Accounting change	--	--	.05
Net earnings	\$ 1.69	\$ 1.54	\$ 1.26
Average common shares outstanding -- basic	47,379	47,671	48,898
Average common shares outstanding -- diluted	47,788	47,926	49,166

See notes to consolidated financial statements.

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CONSOLIDATED BALANCE SHEETS

IN THOUSANDS EXCEPT SHARE AND PER SHARE AMOUNTS	December 31,	
	2002	2001
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 2,103	\$ 2,317
Trade accounts receivable less allowance for losses of \$4,885 and \$4,060	160,155	134,626
Inventories	269,701	240,955
Prepaid expenses and other current assets	26,275	29,473
Deferred income taxes	17,344	7,851
Total current assets	475,578	415,222
Other assets	85,679	76,197
Goodwill	384,241	298,732
Intangible assets--at cost, less accumulated amortization of \$4,089 and \$3,244	13,235	6,442
Property, Plant and Equipment:		
Land and buildings	192,308	169,491
Machinery and equipment	443,475	410,370

	635,783	579,861
Less accumulated depreciation	304,545	267,561
	331,238	312,300
Total assets	\$ 1,289,971	\$ 1,108,893
=====		
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Trade accounts payable	\$ 55,546	\$ 53,295
Accrued salaries, wages and withholdings from employees	14,197	10,164
Other accrued expenses	65,069	42,602
Income taxes	27,526	17,661
Short-term borrowings	34,618	26,672
Current maturities of long-term debt	12,374	41,794
	-----	-----
Total current liabilities	209,330	192,188
Deferred income taxes	10,942	18,071
Other liabilities	18,694	8,603
Accrued employee and retiree benefits	39,940	36,078
Long-term debt	511,707	423,137
Commitments and contingencies	--	--
Shareholders' Equity:		
Common stock, par value \$.10 a share, authorized 250,000,000 shares; issued 53,954,874 shares	5,396	5,396
Additional paid-in capital	72,390	72,493
Earnings reinvested in the business	621,525	566,374
Treasury stock, 6,746,164 and 6,545,176 shares, respectively, at cost	(137,074)	(132,355)
Unearned portion of restricted stock	(2,951)	(2,623)
Accumulated other comprehensive income (loss)	(59,928)	(78,469)
	-----	-----
	499,358	430,816
	-----	-----
Total liabilities and shareholders' equity	\$ 1,289,971	\$ 1,108,893
=====		

See notes to consolidated financial statements.

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CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

IN THOUSANDS EXCEPT PER SHARE AMOUNTS	COMMON STOCK	ADDITIONAL PAID-IN CAPITAL	EARNINGS REINVESTED IN THE BUSINESS	TREASURY STOCK	
				SHARES	AMOUNT
BALANCES AT DECEMBER 31, 1999	\$ 5,396	\$ 74,279	\$ 482,080	4,090,351	\$ (81,046)
Net earnings			62,043		
Foreign currency translation					
Total comprehensive income					
Cash dividends paid - \$.53 a share			(25,997)		
Stock options exercised		(1,931)		(722,654)	14,126
Benefit plans		493		(348,441)	6,865
Restricted stock		31		(21,000)	445
Other		(2)	2	5,859	(113)
Purchase of treasury stock				2,398,900	(46,749)
	-----	-----	-----	-----	-----
BALANCES AT DECEMBER 31, 2000	5,396	72,870	518,128	5,403,015	(106,472)
Net earnings			73,602		
Cumulative effect of accounting change net of tax of \$363					
Unrealized gain on cash flow hedges net of tax of \$289					
Foreign currency translation					
Total comprehensive income					
Cash dividends paid - \$.53 a share			(25,356)		
Stock options exercised		(552)		(416,323)	8,022
Benefit plans		261		(105,716)	2,087
Restricted stock		(86)		(52,000)	970
Other				(200)	4
Purchase of treasury stock				1,716,400	(36,966)
	-----	-----	-----	-----	-----
BALANCES AT DECEMBER 31, 2001	5,396	72,493	566,374	6,545,176	(132,355)
Net earnings			80,690		
Unrealized loss on cash flow hedges net of tax of \$152					
Foreign currency translation					
Total comprehensive income					
Cash dividends paid--\$.5375 a share			(25,539)		
Stock options exercised		(342)		(563,441)	11,332
Benefit plans		54		(98,155)	1,985

Restricted stock		185		(43,000)	868				
Other				584	(12)				
Purchase of treasury stock				905,000	(18,892)				

BALANCES AT DECEMBER 31, 2002	\$	5,396	\$	72,390	\$	621,525	6,746,164	\$	(137,074)
=====									

IN THOUSANDS EXCEPT PER SHARE AMOUNTS	UNEARNED PORTION OF RESTRICTED STOCK	ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)	TOTAL COMPREHENSIVE INCOME (LOSS)

BALANCES AT DECEMBER 31, 1999	\$ (1,871)	\$ (47,966)	
Net earnings			\$ 62,043
Foreign currency translation		(22,934)	(22,934)

Total comprehensive income			\$ 39,109

Cash dividends paid - \$.53 a share			
Stock options exercised			
Benefit plans			
Restricted stock	(93)		
Other			
Purchase of treasury stock			

BALANCES AT DECEMBER 31, 2000	(1,964)	(70,900)	
Net earnings			\$ 73,602
Cumulative effect of accounting change net of tax of \$363		(3,264)	(3,264)
Unrealized gain on cash flow hedges net of tax of \$289		2,837	2,837
Foreign currency translation		(7,142)	(7,142)

Total comprehensive income			\$ 66,033

Cash dividends paid - \$.53 a share			
Stock options exercised			
Benefit plans			
Restricted stock	(659)		
Other			
Purchase of treasury stock			

BALANCES AT DECEMBER 31, 2001	(2,623)	(78,469)	
Net earnings			\$ 80,690
Unrealized loss on cash flow hedges net of tax of \$152		(1,599)	(1,599)
Foreign currency translation		20,140	20,140

Total comprehensive income			\$ 99,231

Cash dividends paid--\$.5375 a share			
Stock options exercised			
Benefit plans			
Restricted stock	(328)		
Other			
Purchase of treasury stock			

BALANCES AT DECEMBER 31, 2002	\$ (2,951)	\$ (59,928)	
=====			

See notes to consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

IN THOUSANDS Years ended December 31,	2002	2001	2000

CASH FLOWS FROM OPERATING ACTIVITIES			
Earnings from continuing operations	\$ 80,690	\$ 64,963	\$ 56,347
Adjustments to arrive at net cash provided by operating activities:			
Depreciation and amortization	41,290	46,290	45,554
Special charges	--	--	19,000
Gain on sale of assets	(1,907)	(3,230)	(4,211)
Changes in operating assets and liabilities (net of effects from acquisition of businesses):			
Trade accounts receivable	(8,922)	(9,865)	(4,002)
Inventories	(17,377)	8,007	(17,363)
Prepaid expenses and other assets	(13,695)	(1,528)	(7,357)
Accounts payable and other accrued expenses	3,239	(28,691)	(7,595)
Accrued salaries, wages and withholdings from employees	3,521	(1,762)	(621)

Income taxes	7,303	(3,580)	(7,672)
Deferred income taxes	(2,592)	(9,496)	4,829
Other liabilities	2,551	(2,237)	(1,818)

Net cash provided by operating activities of continuing operations	94,101	58,871	75,091

Net cash provided by operating activities of discontinued operations	--	707	16,554

	94,101	59,578	91,645
=====			
CASH FLOWS FROM INVESTING ACTIVITIES			
Acquisition of property, plant and equipment	(47,317)	(38,001)	(55,525)
Acquisition of businesses -- net of cash acquired	(48,450)	(50,749)	(50,190)
Proceeds from sale of assets	8,908	114,606	11,681
(Increase) decrease in other assets	(1,322)	(671)	3,951

Net cash (used in) provided by investing activities	(88,181)	25,185	(90,083)
=====			
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from additional borrowings	74,004	254,179	131,337
Reduction in debt	(48,550)	(286,051)	(75,188)
Purchase of treasury stock	(18,892)	(37,385)	(47,531)
Dividends	(25,539)	(25,356)	(25,997)
Proceeds from options exercised and other equity transactions	12,204	9,115	18,776

Net cash (used in) provided by financing activities	(6,773)	(85,498)	1,397
=====			
Effect of exchange rate changes on cash and cash equivalents	639	(165)	144

Net (decrease) increase in cash and cash equivalents	(214)	(900)	3,103
Cash and cash equivalents at beginning of year	2,317	3,217	114

Cash and cash equivalents at end of year	\$ 2,103	\$ 2,317	\$ 3,217
=====			
Cash paid during the year for:			
Interest	\$ 30,729	\$ 32,102	\$ 33,054
Income taxes	23,743	35,986	28,349
Liabilities assumed in acquisitions	12,683	23,903	1,841
=====			

See notes to consolidated financial statements.

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MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL STATEMENTS

AMOUNTS IN THOUSANDS EXCEPT SHARE, EMPLOYEE AND PER SHARE DATA

Years ended December 31, 2002, 2001 and 2000

1) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation The consolidated financial statements include the accounts of Sensient Technologies Corporation and its subsidiaries (the "Company"). All significant intercompany accounts and transactions are eliminated.

Use of Estimates The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting periods. Actual results could differ from those estimates.

Revenue Recognition The Company recognizes revenue, net of any discounts, upon shipment of goods to customers, at which time title passes, the customer is obligated to pay the Company, and the Company has no remaining obligations.

Cash Equivalents Highly liquid investments with maturities of three months or less when acquired are considered cash equivalents.

Inventories Inventories are stated at the lower of cost or market. Cost is determined using the first-in, first-out (FIFO) method.

Property, Plant and Equipment Property, plant and equipment are recorded at cost reduced by accumulated depreciation. Depreciation is provided over the estimated useful life using the straight-line method for financial reporting. The estimated useful lives range from 3 years to 35 years.

Goodwill and Other Intangible Assets On January 1, 2002, the Company adopted Statement of Financial Accounting Standards ("SFAS") No. 142, "Goodwill and Other Intangible Assets." SFAS No. 142 requires that upon adoption, amortization of goodwill and other intangible assets with indefinite useful lives cease and

instead, the carrying value of goodwill is evaluated for impairment on an annual basis. The Company performed the transitional impairment assessment of goodwill on January 1, 2002 and the annual assessment on July 1, 2002. The assessments included comparing the carrying amount of net assets, including goodwill, of each reporting unit to their respective fair value as of the date of the assessment. Fair value was estimated based upon an evaluation of future discounted cash flow as well as the public trading and private transaction valuation multiples for comparable companies. Such determination of fair value yielded no impairment.

The cost of intangible assets with determinable useful lives is amortized on a straight-line basis to reflect the pattern of economic benefits consumed, ranging from 5 to 20 years.

Impairment of Long-lived Assets The Company reviews long-lived assets for impairment whenever events or changes in business circumstances indicate that the carrying amount of the

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assets may not be fully recoverable. The Company performs undiscounted cash flow analyses to determine if an impairment exists. If an impairment is determined to exist, any related impairment loss is calculated based on discounted operating cash flows.

Financial Instruments The Company uses derivative financial instruments for the purpose of hedging currency and interest rate exposures which exist as part of ongoing business operations. As a policy, the Company does not engage in speculative or leveraged transactions, nor does the Company hold or issue financial instruments for trading purposes.

On January 1, 2001, the Company adopted SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," as amended, which requires that all derivative instruments be reported on the consolidated balance sheet at fair value and establishes criteria for designation and effectiveness of hedging relationships. The cumulative effect of adopting SFAS No. 133 was a decrease in accumulated other comprehensive income (loss) ("OCI") at January 1, 2001 of \$3,264, net of tax of \$363.

Interest Rate Hedging The Company is exposed to interest rate risk through its corporate borrowing activities. The objective of the Company's interest rate risk management activities is to manage the levels of the Company's fixed and floating interest rate exposure to be consistent with the Company's preferred mix. The interest rate risk management program consists of entering into approved interest rate derivatives, which qualify as cash flow hedges or fair value hedges, when there is a desire to modify the Company's exposure to interest rates. Gains and losses on cash flow hedges are deferred in accumulated OCI until the underlying transaction is recognized in earnings. Gains or losses on fair value hedges are recognized in earnings, net of gains and losses on the hedged instruments.

Currency Rate Hedging The primary objectives of the foreign exchange risk management activities are to understand and mitigate the impact of potential foreign exchange fluctuations on the Company's financial results and its economic well-being. Generally, these risk management transactions involve the use of foreign currency derivatives to protect against exposure resulting from recorded accounts receivable and payable.

The Company primarily utilizes forward exchange contracts with maturities of less than 12 months, which qualify as cash flow hedges. These foreign exchange contracts are intended to offset the effect of exchange rate fluctuations on recorded intercompany receivables and payables. Effective January 1, 2001, gains and losses on these instruments are deferred in accumulated OCI until the underlying transaction is recognized in earnings.

Hedge effectiveness is determined by how closely the changes in the fair value of the hedging instrument offset the changes in the fair value or cash flows of the hedged item. Hedge accounting is permitted only if the hedging relationship is expected to be highly effective at the inception of the hedge and on an on-going basis. Any ineffective portions are to be recognized in earnings immediately. The Company's existing cash flow hedges are 100% effective. As a result, there is no current impact to earnings due to hedge ineffectiveness.

Net Investments Hedging The Company may enter into foreign-denominated debt to be used as a non-derivative instrument to hedge the Company's net investment in foreign subsidiaries. The

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change in the carrying amount of the foreign-denominated debt on the Company's books, attributable to changes in the spot foreign exchange rate, is a hedge of the net investment in its foreign subsidiaries.

Commodity Purchases The Company purchases certain commodities during the normal course of business which result in physical delivery and hence, are excluded

from SFAS No. 133, as amended.

Translation of Foreign Currencies For all significant foreign operations, the functional currency is the local currency. Assets and liabilities of foreign operations are translated into U. S. dollars at current exchange rates. Revenue and expense accounts are translated into U. S. dollars at average exchange rates prevailing during the year. Adjustments resulting from the translation of assets and liabilities to U.S. dollars are included in OCI as foreign currency translation adjustments. Transaction gains and losses are included in earnings and were not significant during the three year period ended December 31, 2002.

Stock-Based Compensation The Company accounts for its stock-based compensation plans using the intrinsic value-based method in accordance with Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees." Stock options are granted at prices equal to the fair market value of the Company's common stock on the grant dates. Accordingly, the Company did not record any compensation expense with respect to the grant of the stock options (see Note 8).

Earnings Per Share The difference between basic and diluted earnings per share is the dilutive effect of stock options and restricted stock. Diluted earnings per share assumes that all dilutive stock options are exercised and restricted stock has vested. All earnings per share amounts are presented on a diluted basis unless otherwise noted.

Accumulated Other Comprehensive Income (Loss) Accumulated OCI is comprised of foreign currency translation and unrealized gains and losses on cash flow hedges. The components of accumulated OCI at December 31 were:

	2002	2001
Currency translation	\$ (57,902)	\$ (78,042)
Unrealized losses on cash flow hedges (net of tax)	(2,026)	(427)
Accumulated other Comprehensive income (loss)	\$ (59,928)	\$ (78,469)

Shipping and Handling Fees and Costs The Company records fees billed to customers for shipping and handling as revenue and the Company records costs incurred for shipping and handling in cost of products sold.

Research and Development Research and development costs are charged to selling and administrative expenses in the year they are incurred. Research and development costs related to continuing operations were \$21,195, \$16,705 and \$18,294 during the years ended December 31, 2002, 2001 and 2000, respectively.

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New Pronouncements On January 1, 2002, the Company adopted SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets." SFAS No. 144 addresses the accounting for and the reporting of the impairment or disposal of long-lived assets. The impact of this pronouncement on the Company's consolidated financial statements was not significant.

In June 2002, the Financial Accounting Standards Board ("FASB") issued SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities." This pronouncement is effective for exit or disposal activities that are initiated after December 31, 2002, and requires these costs to be recognized when the liability is incurred and not at project initiation. The Company does not anticipate that the adoption of this statement will have a significant impact on the Company's financial statements.

In December 2002, the FASB issued FASB Interpretation ("FIN") No. 45, "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others." This is an interpretation of FASB Statements No. 5, 57, and 107 and rescission of FASB interpretation of No. 34. This interpretation elaborates on the disclosures to be made by a guarantor in its interim and annual financial statements about its obligations under certain guarantees that it has issued. It also clarifies that a guarantor is required to recognize, at the inception of a guarantee, a liability for the fair value of the obligation undertaken in issuing the guarantee. This pronouncement is effective on a prospective basis for guarantees issued or modified after December 31, 2002. The Company does not anticipate that the adoption of this interpretation will have a significant impact on its consolidated financial statements.

Reclassifications Certain amounts as previously presented have been reclassified to conform to the current year presentation.

2] ACQUISITIONS

During 2002, the Company acquired four businesses for cash in an aggregate amount of \$48,450 (net of cash acquired). The businesses acquired were Cardre, Inc., a manufacturer of specialty ingredients used in cosmetics, ECS Specialty Inks and Dyes, a producer and marketer of inks for specialty printing

applications, the flavors and essential oils operations of C. Melchers GmbH & Company, and SynTec GmbH, a manufacturer of specialty dyes and chemicals for the imaging industry. The Company may be required to pay up to (euro)4,600 Euro (\$4,800) of additional cash consideration for the 2002 acquisitions subject to specific performance targets in the first two years following the acquisitions. The preliminary allocation of the purchase prices resulted in finite-lived intangibles of \$9,306 amortizable over a period of 19 years and goodwill of \$37,157. The Company has not yet obtained all information required to complete the purchase price allocation related to these acquisitions. The final allocation will be completed in 2003.

In the fourth quarter of 2001, the Company acquired two businesses for cash in an aggregate amount of \$50,749 (net of cash acquired). Acquisitions made during 2001 were Formulabs, a manufacturer of specialty inks for ink-jet and industrial applications, and the technical dye business of Crompton Colors Incorporated, a manufacturer of technical dyes and colors for paper, ink-jet printing applications, plastics and a number of specialty markets. The allocation of the purchase prices resulted in finite-lived intangibles of \$4,400 amortizable over a period of 19 years and goodwill of \$51,334, which includes final purchase price allocations made in 2002.

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The finite-lived intangibles were primarily customer lists and technology. The Company is still evaluating the amount of any additional consideration that it may be required to pay, up to \$9,000 subject to specific 2002 performance targets.

During 2000, the Company acquired two businesses for cash of \$49,425. The allocation of purchase price resulted in goodwill of \$43,505. Acquisitions made during 2000 were Dr. Marcus GmbH, a leading manufacturer of natural colors, and Monarch Food Colors, L.P., a color manufacturer for the food, pharmaceutical and cosmetic industries.

All acquisitions have been accounted for as purchases and, accordingly, their results of operations have been included in the consolidated financial statements since their respective dates of acquisition. On an unaudited pro-forma basis, the effects of the acquisitions were not significant to the Company's results of operations.

3] GOODWILL AND INTANGIBLE ASSETS

The following table reflects consolidated results as if the adoption of SFAS No. 142 had occurred on January 1, 2000. Discontinued operations did not have any goodwill amortization in 2001 or 2000; therefore, separate disclosure for these operations is not presented.

Years ended December 31,	2002	2001	2000
Earnings from Continuing Operations:			
Reported earnings from continuing operations	\$ 80,690	\$ 64,963	\$ 56,347
Goodwill amortization, net of tax	--	8,035	8,426
Proforma earnings from continuing operations	\$ 80,690	\$ 72,998	\$ 64,773
Net Earnings:			
Reported net earnings	\$ 80,690	\$ 73,602	\$ 62,043
Goodwill amortization, net of tax		8,035	8,426
Proforma net earnings	\$ 80,690	\$ 81,637	\$ 70,469
Basic earnings per share:			
Continuing operations:			
As reported	\$ 1.70	\$ 1.36	\$ 1.15
Proforma	\$ 1.70	\$ 1.53	\$ 1.32
Net earnings:			
As reported	\$ 1.70	\$ 1.54	\$ 1.27
Proforma	\$ 1.70	\$ 1.71	\$ 1.44
Diluted earnings per share:			
Continuing operations:			
As reported	\$ 1.69	\$ 1.36	\$ 1.15
Proforma	\$ 1.69	\$ 1.52	\$ 1.32
Net earnings:			
As reported	\$ 1.69	\$ 1.54	\$ 1.26
Proforma	\$ 1.69	\$ 1.70	\$ 1.43

The Company does not have any intangible assets other than goodwill that are not subject to amortization. The following table summarizes finite-lived intangible assets by major asset class as of December 31, 2002 and 2001:

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	AVERAGE AMORTIZATION PERIOD	2002		2001	
		CARRYING AMOUNT	ACCUMULATED AMORTIZATION	CARRYING AMOUNT	ACCUMULATED AMORTIZATION
Technological know-how	20.0	\$ 7,317	\$ (886)	\$ 2,700	\$ (600)
Customer relationships	20.0	4,360	(184)	1,500	--
Patents, non-compete agreements and other	17.6	5,647	(3,019)	5,486	(2,644)
Total Finite-Lived Intangibles	19.3	\$ 17,324	\$ (4,089)	\$ 9,686	\$ (3,244)

Amortization of intangible assets was not significant during the periods presented and the estimated aggregate amortization expense for each of the five succeeding years is not anticipated to be significant.

The changes in goodwill for the year ended December 31, 2002 by reportable business segment are as follows:

	FLAVORS & FRAGRANCES	COLOR	CORPORATE & OTHER	CONSOLIDATED
Balance as of December 31, 2001	\$ 102,986	\$ 193,825	\$ 1,921	\$ 298,732
Goodwill of acquired businesses	9,162	48,137	--	57,299
Currency translation impact	5,131	23,036	43	28,210
Balance as of December 31, 2002	\$ 117,279	\$ 264,998	\$ 1,964	\$ 384,241

During 2002, the Company allocated goodwill to its reporting segments to conform with the reporting requirements of SFAS No. 142.

4] INVENTORIES

Inventories include finished and in-process products totaling \$195,895 and \$173,223 at December 31, 2002 and 2001, respectively, and raw materials and supplies of \$73,806 and \$67,732 at December 31, 2002 and 2001, respectively.

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5] DEBT

Long-term debt consists of the following unsecured obligations at December 31:

	2002	2001
9.06% senior notes due through July 2004	\$ 12,000	\$ 18,000
7.59% senior notes due through December 2008	25,714	30,000
7.06% senior notes paid in December 2002	--	30,000
6.99% senior notes due through December 2007	40,000	40,000
6.77% senior notes due through January 2010	15,000	15,000
6.68% senior notes due through January 2011	15,000	15,000
6.60% notes due through April 2009	149,217	149,118
5.85% senior notes due November 2006	30,000	30,000
5.63% Euro-denominated senior notes due November 2006	140,735	119,491
4.57% senior notes due December 2007	38,000	--
Floating rate Swiss Franc-denominated senior notes due December 2007	23,587	--
Various other notes	21,616	18,322
Fair value of interest rate swaps	13,212	--
	524,081	464,931
Less current maturities	12,374	41,794
Total long-term debt	\$ 511,707	\$ 423,137

In December 2002, the Company issued notes totaling approximately \$60 million, through a private placement of debt. The debt offering consisted of \$38 million of U.S. dollar-denominated notes with a coupon rate of 4.57% and SFr. 33 million of floating rate Swiss Franc-denominated notes with an average coupon rate of 1.57% at December 31, 2002. The notes mature December 2007.

In November 2001, the Company issued notes totaling approximately \$150 million, through a private placement of debt. The debt offering consisted of \$30 million of U.S. dollar-denominated notes with a coupon rate of 5.85% and (euro)134 million of Euro-denominated notes with a coupon rate of 5.63%. The notes mature

November 2006.

The Company has a \$150 million multi-currency unsecured revolving loan agreement with a group of five banks, of which \$100 million matures in June 2005 and \$50 million matures in June 2003. Interest rates are determined based upon the LIBOR rate plus a margin. A facility fee is payable on the total amount of the commitment. The Company issues short-term commercial paper obligations supported by committed lines of credit included in the revolving loan agreement.

The Company had outstanding commercial paper obligations of \$19.2 million and \$21.4 million at December 31, 2002 and 2001, respectively. Direct borrowings under the revolving loan agreement were \$6.2 million and \$0 at December 31, 2002 and 2001, respectively.

The Company has \$124.6 million available under the revolving loan agreement and \$37.6 million available under other uncommitted lines of credit from several banks at December 31, 2002.

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The aggregate amounts of maturities on long-term debt each year for the five years subsequent to December 31, 2002 are as follows: 2003, \$12.4 million; 2004, \$12.1 million; 2005, \$19.0 million; 2006, \$192.5 million; and 2007, \$91.4 million.

Substantially all of the senior loan agreements contain restrictions concerning interest coverage, borrowings, investments and tangible net worth amounts. Earnings reinvested of \$104.5 million at December 31, 2002 were unrestricted.

Short-term borrowings consist of commercial paper, uncommitted loans and loans of foreign subsidiaries denominated in local currencies which are borrowed under various foreign uncommitted lines of credit. The weighted-average interest rates on short-term borrowings were 2.51% and 3.84% at December 31, 2002 and 2001, respectively.

6] FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

Interest Rate Swap Agreements During 2002 and 2001, the Company entered into a series of interest rate swap agreements to manage the level of fixed and floating interest rate debt. As of December 31, 2002 and 2001, the notional principal amounts of outstanding interest rate swap agreements (accounted for as fair value hedges) were \$197.7 million and \$148.0 million, respectively, with varying maturities through January 2011. The notional amounts are used to calculate interest payments which are exchanged over the life of the swap transactions and are equal to the dollar principal exchanged. The fair value of the swaps, based on dealer quotes, was an asset of \$13.2 million which was recorded primarily in the other assets line on the consolidated balance sheet at December 31, 2002. The fair value of the swaps at December 31, 2001 was not significant.

Foreign Currency Contracts The Company uses forward exchange contracts to reduce the effect of fluctuating foreign currencies on short-term foreign currency-denominated intercompany transactions and other known foreign currency exposures. At December 31, 2002 and 2001, the Company had forward exchange contracts (accounted for as cash flow hedges), generally with maturities of one year or less, of \$105.4 million and \$115.6 million, respectively. The fair values of these instruments, based on dealer quotes, were liabilities of \$2.3 million and \$0.5 million at December 31, 2002 and 2001, respectively.

Foreign-denominated Debt In December 2002, the Company entered into a SFr. 33 million Swiss Franc-denominated note agreement. In November 2001, the Company entered into a (euro)134 million Euro-denominated note agreement (see Note 5). These non-derivative instruments have been designated as partial hedges of the Company's Swiss Franc and Euro net asset positions.

Concentrations of Credit Risk Counterparties to currency-exchange and interest rate swap contracts consist of large international financial institutions. The Company continually monitors its positions and the credit ratings of the counterparties involved and limits the amount of credit exposure to any one party. While the Company may be exposed to potential losses due to the credit risk of non-performance by these counterparties, losses are not anticipated. Concentrations of credit risk with respect to trade accounts receivable are limited by the large number of customers, generally short payment terms, and their dispersion across geographic areas.

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Fair Values The carrying amount of cash and cash equivalents, trade accounts receivable, accounts payable, accrued expenses and short-term borrowings approximated fair value as of December 31, 2002 and 2001.

The fair value of the Company's long-term debt, including current maturities, is estimated using discounted cash flows based on the Company's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value of long-term debt at December 31, 2002 and 2001 was \$524.1 million and \$464.9

million, respectively. The fair value of long-term debt at December 31, 2002 and 2001 was approximately \$547.9 million and \$465.3 million, respectively.

7] SHAREHOLDERS' EQUITY

On June 25, 1998, the Board of Directors declared a dividend of one preferred share purchase right (a "Right") for each outstanding share of common stock, par value of \$.10 per share, of the Company. The dividend was paid on August 6, 1998, to the shareholders of record on that date. Each Right entitles the registered holder to purchase from the Company one one-thousandth of a share of Series A Participating Cumulative Preferred Stock, without par value (the "Preferred Share"), of the Company at a price of \$125 per one one-thousandth of a Preferred Share, subject to adjustment. The Right becomes exercisable and tradable ten days after a person or group acquires beneficial ownership of 20% or more, or makes an offer to acquire 20% or more of the Company's outstanding common stock. When exercisable, each Right entitles the holder to purchase \$250 worth of Company common stock for \$125. Further, upon the occurrence of a merger or transfer of more than 50% of the Company's assets, the Right entitles the holder to purchase common stock of an acquiring company having a market value equivalent to two times the exercise price of the Right. At no time does the Right have any voting power. The Right is subject to redemption by the Company's Board of Directors for \$.01 per Right at any time prior to the date on which a person or group acquires beneficial ownership of 20% or more of the Company's common stock. The Rights expire on September 30, 2008. The Rights replace rights issued under a prior rights plan, which were redeemed on August 6, 1998.

The Company is authorized to issue 250,000 shares of cumulative preferred stock, of which 100,000 shares are classified as Series A Participating Cumulative Preferred Stock and were initially reserved for issuance under the Rights plan.

8] STOCK PLANS

Under the 2002 Stock Option Plan, up to 2,400,000 shares of common stock are available for awards, of which no more than 600,000 shares may be restricted stock. The Company may also issue up to 2,400,000 shares of common stock pursuant to the exercise of stock options or the grant of restricted stock under the 1998 Stock Option Plan. Under the 1998 Plan, up to 600,000 shares may be awarded as restricted stock. The Company may also issue up to 2,400,000 shares of common stock pursuant to the exercise of stock options or the grant of restricted stock under the 1994 Employee Stock Plan. Under the 1994 Plan, up to 500,000 shares may be awarded as restricted stock. Generally, stock options become exercisable over a three year vesting period and expire 10 years from the date of grant. Awarded shares of restricted stock become freely transferable at the end of five years. During the period of restriction, the employee has voting

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rights and is entitled to receive all dividends and other distributions paid with respect to the stock. The 1994 Plan also authorizes the grant of up to 800,000 stock appreciation rights in connection with stock options.

The Company has adopted the disclosure-only provisions of SFAS No. 123, "Accounting for Stock-Based Compensation." Stock options are granted at prices equal to the fair market value of the Company's common stock on the dates of grant. Accordingly, no significant compensation cost has been recognized for the grant of stock options under the Company's stock option plans. If the Company had elected to recognize compensation cost based on the fair value of the options granted at grant date as prescribed by SFAS No. 123, net earnings and earnings per share would have been reduced to the proforma amounts indicated below:

	2002	2001	2000
Proforma net earnings	\$ 79,101	\$ 71,864	\$ 60,542
Proforma net earnings per share:			
Basic	\$ 1.67	\$ 1.51	\$ 1.24
Diluted	\$ 1.66	\$ 1.50	\$ 1.23

The weighted-average fair value per share of options granted was \$5.23 in 2002, \$6.40 in 2001 and \$7.06 in 2000.

The fair value of each option granted is estimated on the date of grant using the Black-Scholes option-pricing model with the following assumptions:

	2002	2001	2000
Dividend yield	2.4%	2.5%	2.3%
Volatility	28.8%	39.5%	36.1%
Risk-free interest rate	2.9%	4.5%	5.0%
Expected term (years)	5.4	6.0	6.0

The changes in outstanding stock options during the three years ended December 31, 2002 are summarized below:

SHARES (IN THOUSANDS)

WEIGHTED-

	OUTSTANDING OPTIONS	AVAILABLE	AVERAGE PRICE
Balances at			
December 31, 1999	3,677	1,825	\$ 18.53
Granted	693	(693)	20.60
Restricted stock	--	(41)	22.00
Exercised	(783)	--	16.28
Cancelled	(219)	219	21.30
Balances at			
December 31, 2000	3,368	1,310	19.30
Granted	624	(624)	18.31
Restricted stock	--	(75)	18.54
Exercised	(498)	--	17.89
Cancelled	(277)	277	20.64

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Balances at			
December 31, 2001	3,217	888	19.22
Authorized under the 2002 Plan	--	2,400	--
Granted	609	(609)	21.74
Restricted stock	--	(52)	23.59
Exercised	(579)	--	18.02
Cancelled	(379)	379	20.13
Balances at			
December 31, 2002	2,868	3,006	\$ 19.86

	OPTIONS EXERCISABLE	WEIGHTED- AVERAGE PRICE
December 31, 2000	2,226	\$ 18.25
December 31, 2001	2,140	\$ 19.00
December 31, 2002	1,808	\$ 19.46

The following summarizes information concerning currently outstanding and exercisable options:

	RANGE OF EXERCISE PRICE		
	\$14.13 - 18.00	\$18.01 - 21.50	\$21.51 - 23.50
Number outstanding	758	1,013	1,097
Weighted-average remaining contractual life, in years	4.2	7.2	7.0
Weighted-average exercise price	\$ 16.68	\$ 19.34	\$ 22.55
Number exercisable	618	540	650
Weighted-average exercise price	\$ 16.37	\$ 19.58	\$ 22.28

9] RETIREMENT PLANS

The Company provides benefits under defined contribution plans including a savings plan and an employee stock ownership plan ("ESOP"). The savings plan covers substantially all domestic salaried and certain non-union hourly employees and provides for matching contributions up to 4% of each employee's salary. The ESOP covers substantially all domestic employees not covered by a defined benefit plan and provides for contributions based on a percentage of each employee's compensation as determined by the Board of Directors. Total expense related to continuing operations for the Company's defined contribution plans was \$6,667, \$2,263 and \$6,402 in 2002, 2001 and 2000, respectively.

The Company also has certain defined benefit plans with a recorded liability balance of \$19,008 which included an additional liability of \$15,800 as of December 31, 2002. The net unfunded benefit obligation was \$19,256, which was comprised of a projected benefit obligation of \$22,556 less assets of \$3,300 as of December 31, 2002. Total expenses recognized with respect to these plans was \$2,730 during the year ended December 31, 2002.

10] OTHER POSTRETIREMENT BENEFITS

The Company provides certain health insurance benefits to eligible retirees and their dependents. Effective January 1, 2000 the Company began amortizing unrecognized net actuarial gains over a five year period. Prior to 2000, net actuarial gains were amortized over the average remaining service lives of active employees of approximately 19 years. The new method is preferable

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because it accelerates recognition of events that have already occurred. The cumulative effect of this change was a pre-tax credit in 2000 of \$3,953 (\$2,431 after-tax).

During the fourth quarter of 2000, the Company amended the plan to require future retirees to pay 100% of the cost of health care coverage. This amendment resulted in a curtailment gain of \$4,251 relating to continuing operations and \$2,459 relating to discontinued operations in 2000. The net unrecognized prior service credit will be amortized over the estimated remaining lives of the retirees. The Company funds benefit costs on a pay-as-you-go basis.

The funded status of the postretirement benefit plan is as follows at December 31:

	2002	2001
Benefit obligation at beginning of year	\$ 7,793	\$ 5,928
Interest cost	565	406
Benefits paid	(1,859)	(1,641)
Actuarial loss	2,758	3,100
Benefit obligation at end of year	9,257	7,793
Plan assets	--	--
Funded status	(9,257)	(7,793)
Unrecognized prior service credit	(6,506)	(7,157)
Unrecognized net actuarial loss (gain)	1,160	(1,803)
Net amount recognized	\$ (14,603)	\$ (16,753)

Components of net periodic benefit cost for continuing operations were:

	2002	2001	2000
Service cost	\$ --	\$ --	\$ 253
Interest cost	565	406	526
Amortization of prior service credit	(651)	(651)	(343)
Curtailment	--	--	(4,251)
Recognized actuarial gain	(205)	(1,077)	(674)
Postretirement benefit income	\$ (291)	\$ (1,322)	\$ (4,489)

The weighted-average discount rates used in determining the accumulated postretirement benefit obligation at December 31, 2002 and 2001 were 6.75% and 7.25%, respectively. The health care cost trend rates were assumed to be 6.25% in 2001 and 11.00% in 2002, declining to 5.00% in the year 2008 and remaining at that level thereafter.

Assumed health care cost trend rates have a significant effect on the amounts reported for the health care plan. A one percentage point change in assumed health care cost trend rates would have the following effects:

	1% INCREASE	1% DECREASE
Effect on interest cost component	\$ 62	\$ (56)
Effect on postretirement benefit obligation	2,009	(551)

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11] INCOME TAXES

The provision for income taxes for continuing operations is as follows:

	2002	2001	2000
Currently payable:	\$ 16,330	\$ 4,961	\$ 2,603
Federal	4,089	(108)	1,152
State	18,316	13,445	16,659
Foreign			
Deferred (benefit):			
Federal	(772)	6,432	3,932
State	(1,029)	243	534
Foreign	(652)	23	(3,199)
	\$ 36,282	\$ 24,996	\$ 21,681

The tax effects of temporary differences that give rise to significant portions of deferred tax assets and liabilities consist of the following:

	2002	2001
Deferred tax assets:		
Benefit plans	\$ 11,140	\$ 10,375
Liabilities and reserves	14,964	5,028

Foreign operating loss carryovers	21,996	17,241
Other	11,077	8,601

Gross deferred tax assets	59,177	41,245
Valuation allowance	(13,427)	(11,536)

Net deferred tax assets	45,750	29,709

Deferred tax liabilities:		
Property, plant and equipment	(22,601)	(19,987)
Other assets	(13,046)	(12,875)
Other	(3,701)	(7,067)

Total deferred tax liabilities	(39,348)	(39,929)

Net deferred tax assets (liabilities)	\$ 6,402	\$ (10,220)
=====		

At December 31, 2002 foreign operating loss carryovers were \$59.8 million. Included in the total are losses of \$19.7 million that expire through 2012 and \$40.1 million that do not expire.

The effective tax rate for continuing operations differs from the statutory federal income tax rate of 35% as described below:

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	2002	2001	2000

Taxes at statutory rate	35.0%	35.0%	35.0%
State income taxes net of federal income tax benefits	1.4	1.2	1.9
Tax credits	(6.3)	(5.7)	(6.4)
Foreign tax rate	3.4	4.3	2.8
Tax benefit of business closure	--	--	(4.1)
Actual and expected settlements of prior years' issues	(0.8)	(3.4)	--
Valuation allowance adjustments	--	(2.5)	(0.7)
Other, net	(1.7)	(1.1)	(0.7)

Effective tax rate	31.0%	27.8%	27.8%
=====			

Earnings from continuing operations, before income taxes, are summarized as follows:

	2002	2001	2000

United States	\$ 78,051	\$ 58,575	\$ 45,730
Foreign	38,921	31,384	32,298

	\$ 116,972	\$ 89,959	\$ 78,028
=====			

Domestic income taxes have not been provided on undistributed earnings of foreign subsidiaries which are considered to be permanently invested. If undistributed foreign earnings were to be remitted, foreign tax credits would substantially offset any resulting domestic tax liability. Tax benefits associated with the exercise of employee stock options were credited directly to additional paid-in capital and amounted to \$936, \$526 and \$662 during the years ended December 31, 2002, 2001 and 2000, respectively.

12] SEGMENT AND GEOGRAPHIC INFORMATION

The accounting policies of the segments are the same as those described in the summary of significant accounting policies. The Company evaluates performance based on operating income of the respective business units before goodwill amortization, interest expense and income taxes. Total revenue and operating income by business segment and geographic region include both sales to customers, as reported in the Company's consolidated statements of earnings, and intersegment sales, which are accounted for at prices which approximate market prices and are eliminated in consolidation. Corporate and other revenue consist primarily of flavor, fragrances and color products sold by the Asia Pacific division.

Assets by business segment and geographic region are those assets used in the Company's continuing operations in each segment and geographic region. Segment assets have been reclassified to reflect the allocation of goodwill to each segment. Corporate and other assets consist primarily of property and investments. Capital expenditures are reported exclusive of discontinued operations and acquisitions.

Segment Information The Company's operations, except for the Asia Pacific division, are managed on a products and services basis. The Company's reportable segments consist of

Flavors & Fragrances and Color. The Company's Flavors & Fragrances segment produces flavor and fragrance products that impart a desired taste, texture, aroma or other characteristic to a broad range of consumer and other products. The Color segment produces technical colors for industrial applications and digital imaging; colors and formulations for cosmetics; and natural and synthetic color systems for pharmaceuticals, foods and beverages.

	FLAVORS & FRAGRANCES	COLOR	CORPORATE & OTHER	CONSOLIDATED

2000				
Revenue from external customers	\$ 488,976	\$ 263,813	\$ 56,374	\$ 809,163
Intersegment revenue	22,148	19,838	--	41,986

Total revenue	511,124	283,651	56,374	851,149
=====				
Operating income (loss)	80,598	70,986	(39,391)	112,193
Interest expense	--	--	34,165	34,165

Earnings (loss) from continuing operations before income taxes	80,598	70,986	(73,556)	78,028
=====				
Assets	561,160	416,337	95,679	1,073,176
Capital expenditures	26,546	12,834	5,819	45,199
Depreciation and amortization	23,117	9,712	12,725	45,554
Special charges	--	--	19,000	19,000

2001				
Revenue from external customers	\$ 505,197	\$ 255,131	\$ 56,619	\$ 816,947
Intersegment revenue	20,476	20,864	--	41,340

Total revenue	525,673	275,995	56,619	858,287
=====				
Operating income (loss)	74,209	69,443	(22,162)	121,490
Interest expense	--	--	31,531	31,531

Earnings (loss) from continuing operations before income taxes	74,209	69,443	(53,693)	89,959
=====				
Assets	538,467	465,752	104,674	1,108,893
Capital expenditures	22,099	10,498	5,404	38,001
Depreciation and amortization	24,298	9,830	12,162	46,290

2002				
Revenue from external customers	\$ 548,889	\$ 331,533	\$ 59,464	\$ 939,886
Intersegment revenue	23,298	14,919	--	38,217

Total revenue	572,187	346,452	59,464	978,103
=====				
Operating income (loss)	85,523	80,741	(19,769)	146,495
Interest expense	--	--	29,523	29,523

Earnings (loss) from continuing operations before income taxes	85,523	80,741	(49,292)	116,972
=====				
Assets	586,207	551,457	152,307	1,289,971
Capital expenditures	32,188	11,758	3,371	47,317
Depreciation and amortization	24,666	11,000	5,624	41,290

Geographic Information The Company has manufacturing facilities or sales offices in North America, South America, Europe, Asia, Australia and Africa.

	2002	2001	2000

Revenue from external customers:			
U.S.A.	\$ 488,424	\$ 397,268	\$ 407,329
Europe, excluding the United Kingdom	203,211	176,568	166,786
Asia Pacific	75,103	67,356	65,708
United Kingdom	32,165	32,480	37,666
Other	140,983	143,275	131,674

Consolidated	\$ 939,886	\$ 816,947	\$ 809,163
=====			
Long-lived assets:			
U.S.A.	\$ 368,816	\$ 349,716	\$ 298,081
Europe, excluding the United Kingdom	277,065	168,424	187,105

Asia Pacific	10,610	11,104	11,829
United Kingdom	96,212	93,195	94,533
Other	61,690	71,232	73,072

Consolidated \$ 814,393 \$ 693,671 \$ 664,620
=====

13] DISCONTINUED OPERATIONS

In June 2000, the Company's Board of Directors approved a plan to dispose of the operations of its Yeast business. On February 23, 2001 the Company completed the sale of substantially all of its Yeast business for approximately \$113 million in cash, of which \$4 million was received in August 2000. Accordingly, the operating results of the Yeast business have been reported separately from continuing operations and reported as a separate line item on the consolidated statements of earnings.

Summarized financial information for the discontinued operation is as follows for the years ended December 31:

	2002	2001	2000
Revenue	--	\$ 16,810	\$ 120,232
Earnings before income taxes	--	15,399	5,264
Income taxes	--	6,760	1,999
Earnings from discontinued operations	--	\$ 8,639	\$ 3,265

Earnings from July 1, 2000 to December 31, 2000 were \$2,188. The effective tax rates for all years presented is higher than the statutory rate of 35% because of state income taxes.

14] SPECIAL CHARGES

In April 2001, the Company announced a plan to reduce its workforce by 200 employees. The separation costs were recorded in the Special Charges line in the 2001 consolidated statement of earnings. These employees were terminated as of December 31, 2001.

The Company announced a facilities consolidation plan in December 2000. This plan was implemented to improve manufacturing efficiencies in both the Flavors & Fragrances and the Color businesses. The cost of the plan and other non-recurring items such as name and fiscal year change costs and separation costs incurred in 2000 were reported as special charges in 2000. Based on a review of the business outlook in the second quarter of 2001, this plan was modified. This modification and lower than estimated costs and cash outlays for certain items in the original plan resulted in a reversal of a portion of the special charges reserve. These transactions

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were included primarily in the Special Charges line in the 2001 consolidated statement of earnings. The employees associated with this plan were terminated as of December 31, 2001.

The following summarizes the programs:

	SEPARATIONS	ASSET IMPAIRMENTS	OTHER	TOTAL
December 2000 facilities consolidation plan				
Charges	\$ 10,500	\$ 6,500	\$ 2,000	\$ 19,000
Cash spent	(850)	--	(2,000)	(2,850)
Reductions of assets	--	(6,500)	--	(6,500)
Balances at December 31, 2000	9,650	--	--	9,650
Reversal of special charges reserve	(3,200)	--	--	(3,200)
Cash spent	(6,150)	--	--	(6,150)
Balances at December 31, 2001	300	--	--	300
Cash spent	(300)	--	--	(300)
Balances at December 31, 2002	\$ --	\$ --	\$ --	\$ --
April 2001 workforce reduction program				
Charges	\$ 3,000	\$ --	\$ --	\$ 3,000
Cash spent	(3,000)	--	--	(3,000)
Balances at December 31, 2001	\$ --	\$ --	\$ --	\$ --

The Company leases certain facilities and equipment under operating lease arrangements. Aggregate minimum rental commitments at December 31, 2002 for all noncancelable operating leases with an initial lease term greater than one year are as follows for the years ending December 31,

2003	\$	5,449
2004		4,468
2005		2,410
2006		1,792
2007		1,424
Thereafter		5,346

	\$	20,889
=====		

Rent expense totaled \$7,859, \$7,629 and \$6,554 during the years ended December 31, 2002, 2001 and 2000, respectively.

In connection with the sale of substantially all of the Company's Yeast business on February 23, 2001, the Company has provided the buyer of these operations with indemnification against certain potential liabilities as is customary in transactions of this nature. The period provided for indemnification against most types of claims has now expired, but for specific types of claims including, but not limited to tax and environmental liabilities, the amount of time provided for indemnification is either five years or the applicable statute of limitations. The maximum amount of the Company's liability related to these provisions is capped at approximately 35% of the consideration received in the transaction. In cases where the Company believes it is probable that payments will be required under these provisions, a liability was recognized at the time of the asset sale. The Company believes that the probability of incurring payments under these provisions in excess of the amount of the liability recorded is remote.

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The Company is involved in various claims and litigation arising in the normal course of business. In the opinion of management and Company counsel, the ultimate resolution of these actions will not materially affect the consolidated financial statements of the Company.

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL STATEMENTS Year ended December 31, 2002, 2001 and 2000

The management of Sensient Technologies Corporation is responsible for preparation of the financial statements and other financial information included in this annual report. The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

It is management's policy to maintain a control-conscious environment through an effective system of internal accounting controls. These controls are supported by the careful selection of competent and knowledgeable personnel and by the communication of standard accounting and reporting policies and procedures throughout the Company. These controls are adequate to provide reasonable assurance that assets are safeguarded against material loss or unauthorized use and to produce the records necessary for the preparation of reliable financial information. There are limits inherent in all systems of internal control based on the recognition that the costs of such systems should be related to the benefits to be derived. Management believes that its systems provide this appropriate balance.

The control environment is complemented by the Company's internal audit function, which evaluates the adequacy of the controls, policies and procedures in place, as well as adherence to them, and recommends improvements for implementation when applicable. In addition, the Company's independent auditors, Deloitte & Touche LLP, have developed an understanding of the Company's accounting and financial controls and have conducted such tests as they considered necessary to render an opinion on the Company's financial statements.

The Board of Directors pursues its oversight role with respect to the Company's financial statements through the Audit Committee, which is composed solely of selection of the Company's auditors and meets with them and the internal auditors to review the overall scope and specific plans for their respective audits and results from those audits. The Committee also meets with management to review overall accounting policies relating to the reporting of financial results. Both the independent auditors and internal auditors have unrestricted access to the Audit Committee.

/s/ Kenneth P. Manning

Chairman, President and Chief Executive Officer

/s/ Richard F. Hobbs

Vice President, Chief Financial Officer and Treasurer

INDEPENDENT AUDITORS' REPORT

To the Shareholders and Board of Directors
of Sensient Technologies Corporation:

We have audited the accompanying consolidated balance sheets of Sensient Technologies Corporation and subsidiaries (the "Company") as of December 31, 2002 and 2001, and the related consolidated statements of earnings, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2002. 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 in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2002, and 2001, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2002, in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 3 to the Consolidated Financial Statements, on January 1, 2002, the Company adopted Statements of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets." Also, as discussed in Note 10 to the Consolidated Financial Statements, effective January 1, 2000, the Company changed its method of amortizing unrecognized net gains and losses related to the Company's obligation for postretirement benefits.

/s/ Deloitte & Touche

Milwaukee, Wisconsin
February 13, 2003

QUARTERLY DATA

IN THOUSANDS EXCEPT PER SHARE AMOUNTS (unaudited)	REVENUE	GROSS PROFIT	EARNINGS FROM		NET EARNINGS	CONTINUING	CONTINUING
			OPERATIONS	OPERATIONS		OPERATIONS EARNINGS PER SHARE BASIC	OPERATIONS EARNINGS PER SHARE DILUTED

2002							
First Quarter	\$ 213,123	\$ 70,597	\$ 16,945	\$ 16,945	\$.36	\$.36	
Second Quarter	239,576	78,333	21,185	21,185	.44	.44	
Third Quarter	237,995	79,609	20,186	20,186	.43	.42	
Fourth Quarter	249,192	79,766	22,374	22,374	.47	.47	

2001							
First Quarter	\$ 195,693	\$ 62,900	\$ 11,004	\$ 18,784	\$.23	\$.23	
Second Quarter	203,927	69,955	18,273	18,273	.38	.38	
Third Quarter	204,083	65,582	15,729	16,588	.33	.33	
Fourth Quarter	213,244	69,183	19,957	19,957	.42	.42	

COMMON STOCK PRICES AND DIVIDENDS

	MARKET PRICE		DIVIDENDS PER SHARE
	HIGH	LOW	

2002			
First Quarter	\$ 23.39	\$ 18.06	\$.1325
Second Quarter	25.25	22.37	.1325
Third Quarter	23.49	17.95	.1325
Fourth Quarter	25.96	19.33	.1400

2001			
First Quarter	\$ 23.99	\$ 20.50	\$.1325

Second Quarter	22.79	17.00	.1325
Third Quarter	22.65	18.15	.1325
Fourth Quarter	21.15	15.55	.1325

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FIVE YEAR REVIEW
IN THOUSANDS EXCEPT EMPLOYEE
AND PER SHARE DATA

Years ended December 31, 2002	2002		2001		2000	
SUMMARY OF OPERATIONS						
Revenue	\$	939,886	100.0%	\$	816,947	100.0%
Cost of products sold		631,581	67.2		549,327	67.2
Selling and administrative expenses		161,810	17.2		146,130	17.9
Special charges		--	0.0		--	0.0
Operating income		146,495	15.6		121,490	14.9
Interest expense		29,523	3.1		31,531	3.9
Earnings from continuing operations before income taxes		116,972	12.5		89,959	11.0
Income taxes		36,282	3.9		24,996	3.0
Earnings from continuing operations		80,690	8.6		64,963	8.0
Earnings from discontinued operations		--	0.0		8,639	1.0
Accounting change		--	0.0		--	0.0
Net earnings	\$	80,690	8.6%	\$	73,602	9.0%
Basic earnings per share						
Continuing operations	\$	1.70		\$	1.36	
Discontinued operations		--			.18	
Accounting change		--			--	
Net earnings	\$	1.70		\$	1.54	
Diluted earnings per share						
Continuing operations	\$	1.69		\$	1.36	
Discontinued operations		--			.18	
Accounting change		--			--	
Net earnings	\$	1.69		\$	1.54	
OTHER RELATED DATA						
Dividend per share, declared and paid	\$.5375		\$.53	
Average common shares outstanding:						
Basic		47,379			47,671	
Diluted		47,788			47,926	
Book value per common share	\$	10.58		\$	9.09	
Price range per common share		17.95 - 25.96			15.55 - 23.99	
Share price at December 31		22.47			20.81	
Capital expenditures for continuing operations		47,317			38,001	
Depreciation for continuing operations		38,899			37,019	
Amortization for continuing operations		2,391			9,271	
Total assets		1,289,971			1,108,893	
Long-term debt		511,707			423,137	
Shareholders' equity		499,358			430,816	
Return on average shareholders' equity		17.3%			17.7%	
Total debt to total capital		52.8%			53.3%	
Employees		3,572			3,454	

Years ended December 31, 2002	1999		1998			
SUMMARY OF OPERATIONS						
Revenue	\$	796,250	100.0%	\$	719,808	100.0%
Cost of products sold		526,367	66.1		475,330	66.0
Selling and administrative expenses		145,618	18.3		136,633	19.0
Special charges		--	0.0		--	0.0
Operating income		124,265	15.6		107,845	15.0
Interest expense		27,425	3.4		21,977	3.1
Earnings from continuing operations before income taxes		96,840	12.2		85,868	11.9

Income taxes	30,329	3.8	26,467	3.6

Earnings from continuing operations	66,511	8.4	59,401	8.3
Earnings from discontinued operations	15,250	1.9	14,847	2.0
Accounting change	--	0.0	--	0.0

Net earnings	\$ 81,761	10.3%	\$ 74,248	10.3%
=====				
Basic earnings per share				
Continuing operations	\$ 1.32		\$ 1.16	
Discontinued operations	.30		.29	
Accounting change	--		--	

Net earnings	\$ 1.63		\$ 1.45	
=====				
Diluted earnings per share				
Continuing operations	\$ 1.31		\$ 1.14	
Discontinued operations	.30		.29	
Accounting change	--		--	

Net earnings	\$ 1.61		\$ 1.43	
=====				
OTHER RELATED DATA				
Dividend per share, declared and paid	\$.53		\$.53	
Average common shares outstanding:				
Basic	50,296		51,168	
Diluted	50,791		51,883	
Book value per common share	\$ 8.64		\$ 8.09	
Price range per common share	18.25 - 27.38		19.44 - 27.75	
Share price at December 31	20.38		27.44	
Capital expenditures for continuing operations	50,820		52,505	
Depreciation for continuing operations	32,709		30,810	
Amortization for continuing operations	8,095		6,229	
Total assets	1,131,713		995,865	
Long-term debt	380,378		291,304	
Shareholders' equity	430,872		412,591	
Return on average shareholders' equity	19.4%		18.5%	
Total debt to total capital	52.1%		45.7%	
Employees	3,900		3,943	

The 2000 results include special charges related to the effect of a permanent health care plan amendment and a facilities consolidation plan of \$1.90 million (see Notes 10 and 14).

The 2002 results exclude amortization of goodwill due to an accounting change. Goodwill amortization, net of tax, was \$8.0 million, \$8.4 million, \$7.0 million, and \$5.1 million in 2001, 2000, 1999, respectively (see Note 3).

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Section 8: EX-21 (SUBSIDIARIES OF REGISTRANT)

Subsidiaries and Affiliates of
Sensient Technologies Corporation (Wisconsin)

Exhibit 21

Name	State or other jurisdiction of incorporation
-----	-----
Corporate Group	
Sensient Technologies Canada, Inc.	Canada
Sensient Technologies Foreign Sales Corporation	Virgin Islands
Sensient Holding, Inc.	Nevada
Sensient Finance Ireland	Ireland
Sensient Finance Ireland Limited	Ireland
Sensient Investments Limited	Ireland
Sensient Health Care Management Company	Wisconsin
Sensient Technologies (UK) Limited	United Kingdom
Financiere Wackherr SA	France
Sensient France SAS	France
Ratina Participations SA	Luxembourg
Sensient Technologies Luxembourg SARL	Luxembourg

Sensient Holdings Malta Limited	Malta	
Universal Holdings Cayman	Cayman Islands	
Biolux Finance NV	Belgium	
Sensient Technologies Limited	United Kingdom	
Pointing Holdings Limited	United Kingdom	
Pointing International Ltd.	United Kingdom	
Dr. Marcus Betelligungs GmbH	Germany	
Dr. Marcus Verwaltungs GmbH	Germany	
Sensient Technologies Holding Deutschland GmbH	Germany	
Flavors & Fragrances Group		
Sensient Flavors Inc.	Delaware	
Sensient Flavors Canada, Inc.	Canada	
Sensient Flavors International, Inc.	Indiana	
Sensient Flavors SARL	France	
Sensient Fragrances, SA	Spain	
Sensient Flavors Belgium N.V.	Belgium	
Sensient Flavors SRL	Italy	
Sensient Flavors Mexico SA. de CV	Mexico	
Sensient Fragrances Mexico SA de CV	Mexico	
Flavor Burst, Inc.	Illinois	
Sensient Flavors Biolux NV	Belgium	
Sensient Flavors Strasbourg S.A.S.	France	
Provamil S.A.	Belgium	
Sensient Flavors (Wales) Limited	United Kingdom	
Sensient Flavors Limited	United Kingdom	
Sensient Flavors GmbH	Germany	
C. Melchers Essential Oils Handels GmbH	Germany	
Melchers Aromen GmbH	Germany	
Sensient Flavors Scandinavia AB	Sweden	
Melchers Flavors of America, Inc.	California	
Dehydrated Flavors Division		
Sensient Dehydrated Flavors Company	California	
Inter-Agro U.S.A., Inc.	Illinois	
Sensient Specialty Vegetables Ltd.	Ireland	
Freshfield Foods Ltd.	Ireland	
Sensient Dehydrated Flavors BV	Netherlands	
Sensient Dehydrated Flavors SA	France	
Color Group		
Sensient Colors Inc. (f/k/a Warner-Jenkinson Company, Inc.)	New York	
Sensient Food Colors the Netherlands BV (f/k/a Warner-Jenkinson Sensient Technologies)	Netherlands	
Sensient Colors Canada Ltd. (f/k/a Warner-Jenkinson (Canada) Limited)	Canada	
Sensient Imaging Technologies LLC	New Jersey	
Sensient Imaging Technologies Inc. (f/k/a Formulabs, Inc.)	California	
Formulabs SA de CV	Mexico	
Sensient Imaging Technologies Ltd. (f/k/a ECS Specialty Inks)	Switzerland	
Sensient Colors SA de CV (f/k/a Warner-Jenkinson SA de CV)	Mexico	
Sensient Colors UK Ltd. (Warner-Jenkinson Europe Limited)	United Kingdom	
Sensient Food Colors France SARL (f/k/a Warner-Jenkinson Europe SARL)	France	
Reggiana - Warner Jenkinson Srl.	Italy	
Sensient Colors Brasil Ltda (f/k/a Warner-Jenkinson Brasil)	Brazil	
Sensient Colors SA (f/k/a Warner - Jenkinson SA)	Argentina	
SCI Cesar	France	
SCI Griseda	France	
Warner Jenkinson Europe GmbH	Germany	
Warner Jenkinson Europe Goldmann GmbH	Germany	50%
Warner Jenkinson Europe Goldmann KG	Germany	50%
Les Colorants Wackherr SA	France	
LCW do Brasil	Brazil	50%
LCW Polska	Poland	50%
LCW Iberica	Spain	50%

Pointing Limited	United Kingdom	
Sensient Colors South Africa (Pty.) Ltd. (f/k/a Warner-Jenkinson Pointing Pty)	South Africa	
Pointing Color Inc.	Delaware	
Sensient Food Colors LP (f/k/a The Monarch Food Colors LP)	Missouri	
Pointing Canada Limited	Canada	
Pointing Asia Ltd.	Hong Kong	
Pointing Mexico SA de CV	Mexico	
Sensient Food Colors (Italy) Srl (f/k/a Reggiana Antociani Srl)	Italy	
Sensient Food Colors Germany GmbH & Co. KG (f/k/a Dr. Marcus & Co.)	Germany	
Sensient Food Colors Czech Republic, s.r.o. (f/k/a Dr. Marcus CZ)	Czech Republic	
Dr. Marcus France SARL	France	
Sensient Food Colors Hungary KFT (f/k/a Dr. Marcus Hungaria)	Hungary	
Sensient Food Colors Poland Sp.zo.o (f/k/a Dr. Marcus Polska)	Poland	
Sensient Food Colors Romania Srl (f/k/a Dr. Marcus COM.ROM)	Romania	
Sensient Imaging Technologies GmbH (f/k/a SynTec GmbH)	Germany	
Sensient Imaging Technologies Germany GmbH (f/k/a AcMaRe GmbH)	Germany	
Asia Pacific Division		
Sensient Technologies Asia Pacific Pte. Ltd.	Singapore	
Sensient Technologies (Thailand), Ltd.	Thailand	
Sensient Technologies (Australia) Pty Ltd	Australia	
Sensient Technologies Corporation (Japan)	Japan	
Sensient Technologies (Philippines), Inc.	Philippines	
Sensient Technologies Corporation (China) Ltd.	China	
Senseint Technologies Hong Kong Limited	Hong Kong	

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Section 9: EX-23 (CONSENT OF DELOITTE & TOUCHE LLP)

EXHIBIT 23

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in Amendment No. 1 to Registration Statements No. 33-34555 and 33-55437 and Registration Statements No. 333-95991, 333-95993, 33-27356, 333-35877, 333-96781, 333-85360 and 333-45931 on Form S-8 and Registration Statement No. 333-67015 on Form S-3 of Sensient Technologies Corporation, of our reports dated February 13, 2003 (which report includes an explanatory paragraph as to the adoption in 2002 of Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets," and change in accounting in 2000 of amortizing unrecognized gains and losses related to the Company's obligations for postretirement benefits), appearing in and incorporated by reference in this Annual Report on Form 10-K of Sensient Technologies Corporation for the year ended December 31, 2002.

Milwaukee, Wisconsin
March 26, 2003

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Section 10: EX-99.2 (CERTIFICATION OF SENSIENT'S CHIEF EXECUTIVE OFFICER)

EXHIBIT 99.2

CERTIFICATION Pursuant to 18 United States Code Section 1350

The undersigned hereby certifies that the Annual Report on Form 10-K for the fiscal year ended December 31, 2002 of Sensient Technologies Corporation (the "Company") filed with the Securities and Exchange Commission on the date hereof fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Kenneth P. Manning

Name: Kenneth P. Manning
Title: Chairman, President &
Chief Executive Officer
Date: March 27, 2003

A signed original of this written statement required by Section 906 has been provided to Sensient Technologies Corporation and will be retained by Sensient Technologies Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

CERTIFICATION Pursuant to 18 United States Code Section 1350

The undersigned hereby certifies that the Annual Report on Form 10-K for the fiscal year ended December 31, 2002 of Sensient Technologies Corporation (the "Company") filed with the Securities and Exchange Commission on the date hereof fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Richard F. Hobbs

Name: Richard F. Hobbs

Title: Vice President, Chief Financial Officer
& Treasurer
Date: March 27, 2003

A signed original of this written statement required by Section 906 has been provided to Sensient Technologies Corporation and will be retained by Sensient Technologies Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

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