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

FORM 10-Q

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

For the quarterly period ended January 28, 2024
or

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

For the transition period from _______________ to _______________

Commission File Number: 1-2402

HORMEL FOODS CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**41-0319970**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
1 Hormel Place, Austin Minnesota	**55912-3680**
(Address of principal executive offices)	(Zip Code)

(507) 437-5611
(Registrant's telephone number, including area code)

Not Applicable
(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class			Trading Symbol	Name of each exchange on which registered
Common Stock	**$0.01465**	**par value**	**HRL**	**New York Stock Exchange**

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

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

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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

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

Class	Outstanding at February 25, 2024		
Common Stock	$0.01465	par value	547,687,578
Common Stock Nonvoting	$0.01	par value	0

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PART I – FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

HORMEL FOODS CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS
Unaudited

	Quarter Ended	
In thousands, except per share amounts	**January 28, 2024**	**January 29, 2023**
Net Sales	$ 2,996,911	$ 2,970,992
Cost of Products Sold	2,488,178	2,475,043
Gross Profit	508,733	495,949
Selling, General, and Administrative	240,386	222,056
Equity in Earnings of Affiliates	16,091	15,559
Operating Income	284,438	289,452
Interest and Investment Income	19,434	10,096
Interest Expense	18,326	18,347
Earnings Before Income Taxes	285,547	281,201
Provision for Income Taxes	66,818	63,551
Net Earnings	218,729	217,651
Less: Net Earnings (Loss) Attributable to Noncontrolling Interest	(134)	(69)
Net Earnings Attributable to Hormel Foods Corporation	$ 218,863	$ 217,719
Net Earnings Per Share		
Basic	$ 0.40	$ 0.40
Diluted	$ 0.40	$ 0.40
Weighted-average Shares Outstanding		
Basic	547,020	546,384
Diluted	547,920	550,031

See Notes to the Consolidated Financial Statements

HORMEL FOODS CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
Unaudited

	Quarter Ended	
In thousands	**January 28, 2024**	**January 29, 2023**
Net Earnings	$ 218,729	$ 217,651
Other Comprehensive Income (Loss), Net of Tax:		
Foreign Currency Translation	11,459	15,046
Pension and Other Benefits	2,129	2,990
Derivatives and Hedging	5,206	(14,514)
Equity Method Investments	2,884	—
Total Other Comprehensive Income (Loss)	21,678	3,522
Comprehensive Income	240,407	221,173
Less: Comprehensive Income (Loss) Attributable to Noncontrolling Interest	75	154
Comprehensive Income Attributable to Hormel Foods Corporation	$ 240,332	$ 221,019

See Notes to the Consolidated Financial Statements

HORMEL FOODS CORPORATION
CONSOLIDATED CONDENSED STATEMENTS OF FINANCIAL POSITION
Unaudited

In thousands, except share and per share amounts	January 28, 2024	October 29, 2023
Assets		
Cash and Cash Equivalents	$ 963,212	$ 736,532
Short-term Marketable Securities	18,712	16,664
Accounts Receivable (Net of Allowance for Doubtful Accounts of $3,651 at January 28, 2024, and $3,557 at October 29, 2023)	751,048	817,391
Inventories	1,578,191	1,680,406
Prepaid Expenses and Other Current Assets	56,001	46,256
Total Current Assets	3,367,164	3,297,249
Goodwill	4,931,257	4,928,464
Other Intangibles	1,753,156	1,757,171
Pension Assets	200,113	204,697
Investments in Affiliates	728,146	725,121
Other Assets	377,623	370,252
Property, Plant, and Equipment		
Land	75,000	74,626
Buildings	1,464,811	1,458,354
Equipment	2,781,258	2,781,730
Construction in Progress	215,086	195,665
Less: Allowance for Depreciation	(2,380,631)	(2,344,557)
Net Property, Plant, and Equipment	2,155,524	2,165,818
Total Assets	$ 13,512,983	$ 13,448,772
Liabilities and Shareholders' Investment		
Accounts Payable and Accrued Expenses	$ 744,116	$ 823,076
Accrued Marketing Expenses	101,928	87,452
Employee-related Expenses	212,719	263,330
Interest and Dividends Payable	162,452	172,178
Taxes Payable	85,533	15,212
Current Maturities of Long-term Debt	954,031	950,529
Total Current Liabilities	2,260,779	2,311,776
Long-term Debt Less Current Maturities	2,357,176	2,358,719
Pension and Post-retirement Benefits	352,709	349,268
Deferred Income Taxes	500,581	498,106
Other Long-term Liabilities	193,172	191,917
Shareholders' Investment		
Preferred Stock, Par Value $0.01 a Share — Authorized 160,000,000 Shares; Issued — None	—	—
Common Stock, Nonvoting, Par Value $0.01 a Share — Authorized 400,000,000 Shares; Issued — None	—	—
Common Stock, Par Value $0.01465 a Share — Authorized 1,600,000,000 Shares; Shares Issued as of January 28, 2024: 547,595,988 Shares Issued as of October 29, 2023: 546,599,420	8,021	8,007
Additional Paid-in Capital	529,715	506,179
Accumulated Other Comprehensive Loss	(250,783)	(272,252)
Retained Earnings	7,557,157	7,492,952
Hormel Foods Corporation Shareholders' Investment	7,844,111	7,734,885
Noncontrolling Interest	4,455	4,100
Total Shareholders' Investment	7,848,566	7,738,985
Total Liabilities and Shareholders' Investment	$ 13,512,983	$ 13,448,772

See Notes to the Consolidated Financial Statements

HORMEL FOODS CORPORATION
CONSOLIDATED STATEMENTS OF CHANGES IN SHAREHOLDERS’ INVESTMENT
Unaudited

	Quarter Ended January 29, 2023								
	Hormel Foods Corporation Shareholders								
	Common Stock		Treasury Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interest	Total Shareholders’ Investment
In thousands, except per share amounts	Shares	Amount	Shares	Amount					
Balance at October 30, 2022	546,237	$ 8,002	—	$ —	$ 469,468	$ 7,313,374	$ (255,561)	$ 4,936	$ 7,540,219
Net Earnings (Loss)						217,719		(69)	217,651
Other Comprehensive Income (Loss)							3,300	222	3,522
Stock-based Compensation Expense					5,202				5,202
Exercise of Stock Options/Restricted Shares	228	3			2,632				2,635
Declared Dividends – $0.2750 per Share					169	(150,405)			(150,236)
Balance at January 29, 2023	546,466	$ 8,006	—	$ —	$ 477,470	$ 7,380,689	$ (252,261)	$ 5,089	$ 7,618,993

	Quarter Ended January 28, 2024								
	Hormel Foods Corporation Shareholders								
	Common Stock		Treasury Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interest	Total Shareholders’ Investment
In thousands, except per share amounts	Shares	Amount	Shares	Amount					
Balance at October 29, 2023	546,599	$ 8,007	—	$ —	$ 506,179	$ 7,492,952	$ (272,252)	$ 4,100	$ 7,738,985
Net Earnings (Loss)						218,863		(134)	218,729
Other Comprehensive Income (Loss)							21,469	209	21,678
Contribution from Noncontrolling Interest								280	280
Stock-based Compensation Expense					4,444				4,444
Exercise of Stock Options/Restricted Shares	997	14			18,883				18,898
Declared Dividends – $0.2825 per Share					209	(154,658)			(154,449)
Balance at January 28, 2024	547,596	$ 8,021	—	$ —	$ 529,715	$ 7,557,157	$ (250,783)	$ 4,455	$ 7,848,566

See Notes to the Consolidated Financial Statements

HORMEL FOODS CORPORATION
CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS
Unaudited

In thousands	Quarter Ended January 28, 2024	Quarter Ended January 29, 2023
Operating Activities		
Net Earnings	$ 218,729	$ 217,651
Adjustments to Reconcile to Net Cash Provided by (Used in) Operating Activities:		
Depreciation and Amortization	64,067	61,503
Equity in Earnings of Affiliates	(16,091)	(15,559)
Distributions Received from Equity Method Investees	15,731	3,652
Provision for Deferred Income Taxes	(179)	(311)
Non-cash Investment Activities	(12,612)	(7,839)
Stock-based Compensation Expense	4,444	5,202
Operating Lease Cost	8,675	5,187
Other Non-cash, Net	5,814	1,707
Changes in Operating Assets and Liabilities:		
Decrease (Increase) in Accounts Receivable	68,094	79,561
Decrease (Increase) in Inventories	103,894	(11,766)
Decrease (Increase) in Prepaid Expenses and Other Assets	1,533	(34,538)
Increase (Decrease) in Pension and Post-retirement Benefits	10,756	10,710
Increase (Decrease) in Accounts Payable and Accrued Expenses	(132,229)	(171,368)
Increase (Decrease) in Net Income Taxes Payable	63,353	59,837
Net Cash Provided by (Used in) Operating Activities	403,980	203,629
Investing Activities		
Net Sale (Purchase) of Securities	(964)	(833)
Purchases of Property, Plant, and Equipment	(47,210)	(37,052)
Proceeds from Sales of Property, Plant, and Equipment	8	5,016
Proceeds from (Purchases of) Affiliates and Other Investments	—	(418,616)
Proceeds from Company-owned Life Insurance	11	16
Net Cash Provided by (Used in) Investing Activities	(48,154)	(451,469)
Financing Activities		
Repayments of Long-term Debt and Finance Leases	(2,249)	(2,189)
Dividends Paid on Common Stock	(150,294)	(142,017)
Proceeds from Exercise of Stock Options	18,898	2,635
Proceeds from Noncontrolling Interest	280	—
Net Cash Provided by (Used in) Financing Activities	(133,365)	(141,570)
Effect of Exchange Rate Changes on Cash	4,218	7,093
Increase (Decrease) in Cash and Cash Equivalents	226,680	(382,318)
Cash and Cash Equivalents at Beginning of Year	736,532	982,107
Cash and Cash Equivalents at End of Period	$ 963,212	$ 599,789

See Notes to the Consolidated Financial Statements

HORMEL FOODS CORPORATION
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
Unaudited

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation: The accompanying unaudited consolidated financial statements of Hormel Foods Corporation (the Company) have been prepared in accordance with accounting principles generally accepted in the United States (U.S.) for interim financial information and with the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, they do not include certain information and footnotes required by U.S. generally accepted accounting principles (GAAP) for comprehensive financial statements. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation have been included. Operating results and cash flows for the interim period are not necessarily indicative of the results that may be expected for the full year.

These statements should be reviewed in conjunction with the consolidated financial statements and associated notes included in the Company's Annual Report on Form 10-K for the fiscal year ended October 29, 2023. The significant accounting policies used in preparing these interim consolidated financial statements are consistent with those described in Note A - Summary of Significant Accounting Policies to the consolidated financial statements in the Form 10-K. The Company has determined there have been no material changes in the Company's significant accounting policies, including estimates and assumptions, as disclosed in its Annual Report on Form 10-K for the fiscal year ended October 29, 2023.

Rounding: Certain amounts in the Consolidated Financial Statements and associated notes may not foot due to rounding. All percentages have been calculated using unrounded amounts.

Reclassifications: Certain reclassifications of previously reported amounts have been made to conform to the current year presentation. Amortization related to operating leases and debt issuance costs were reclassified from Amortization to separate line items within the operating activities section of the Consolidated Condensed Statements of Cash Flows. These reclassifications had no impact on the Consolidated Statements of Operations, Consolidated Condensed Statements of Financial Position, or the Increase (Decrease) in Cash and Cash Equivalents in the Consolidated Condensed Statements of Cash Flows.

Accounting Changes and Recent Accounting Pronouncements:

New Accounting Pronouncements Not Yet Adopted
In November 2023, the FASB issued ASU 2023-07 *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures.* The update is intended to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant expenses. The ASU requires disclosures to include significant segment expenses that are regularly provided to the chief operating decision maker (CODM), a description of other segment items by reportable segment, and any additional measures of a segment's profit or loss used by the CODM when deciding how to allocate resources. The ASU also requires all annual disclosures currently required by Topic 280 to be included in interim periods. The update is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted and requires retrospective application to all prior periods presented in the financial statements. The Company is currently assessing the timing and impact of adopting the updated provisions.

In December 2023, the FASB issued ASU 2023-09 *Income Taxes (Topic 740): Improvements to Income Tax Disclosures.* The update is intended to enhance transparency and decision usefulness of income tax disclosures. This ASU updates income tax disclosure requirements by requiring specific categories and greater disaggregation within the rate reconciliation and disaggregation of income taxes paid by jurisdiction. The update is effective for fiscal years beginning after December 15, 2024 with early adoption permitted. The Company is currently assessing the timing and impact of adopting the updated provisions.

Recently issued accounting standards or pronouncements not disclosed have been excluded as they are currently not relevant to the Company.

NOTE B - GOODWILL AND INTANGIBLE ASSETS

Goodwill: The change in the carrying amount of goodwill for the quarter ended January 28, 2024, is:

In thousands	Retail	Foodservice	International	Total
Balance at October 29, 2023	$ 2,916,796	$ 1,750,594	$ 261,074	$ 4,928,464
Foreign Currency Translation	—	—	2,793	2,793
Balance at January 28, 2024	$ 2,916,796	$ 1,750,594	$ 263,867	$ 4,931,257

Intangible Assets: The carrying amounts for indefinite-lived intangible assets are:

In thousands	January 28, 2024	October 29, 2023
Brands/Trade Names/Trademarks	$ 1,636,807	$ 1,636,807
Other Intangibles	184	184
Foreign Currency Translation	(5,523)	(5,893)
Total	$ 1,631,468	$ 1,631,098

The gross carrying amount and accumulated amortization for definite-lived intangible assets are:

	January 28, 2024		October 29, 2023	
In thousands	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Customer Lists/Relationships	$ 168,239	$ (85,749)	$ 168,239	$ (82,658)
Other Intangibles	59,241	(16,919)	59,241	(15,857)
Trade Names/Trademarks	6,210	(5,068)	6,540	(5,089)
Foreign Currency Translation	—	(4,265)	—	(4,344)
Total	$ 233,690	$ (112,002)	$ 234,020	$ (107,947)

Amortization expense on intangible assets is as follows:

	Quarter Ended	
In thousands	January 28, 2024	January 29, 2023
Amortization Expense	$ 4,463	$ 4,607

Estimated annual amortization expense on intangible assets for the five fiscal years after October 29, 2023, is as follows:

In thousands	Amortization Expense
2024	$ 16,381
2025	14,681
2026	14,210
2027	13,940
2028	13,009

NOTE C - INVESTMENTS IN AFFILIATES

Equity in Earnings of Affiliates consists of:

		Quarter Ended	
In thousands	% Owned	January 28, 2024	January 29, 2023
MegaMex Foods, LLC[1]	50%	$ 8,091	$ 13,681
Other Equity Method Investments[2]	Various (20-50%)	8,000	1,878
Total Equity in Earnings of Affiliates		$ 16,091	$ 15,559

(1) MegaMex, Foods, LLC, is reflected in the Retail Segment.
(2) Other Equity Method Investments are primarily reflected in the International Segment but also include corporate venturing investments.

Distributions received from equity method investees include:

	Quarter Ended	
In thousands	January 28, 2024	January 29, 2023
Dividends	$ 15,731	$ 3,652

On December 15, 2022, the Company purchased from various minority shareholders a 29% common stock interest in PT Garudafood Putra Putri Jaya Tbk (Garudafood), a food and beverage company in Indonesia. On April 12, 2023, the Company purchased additional shares increasing the ownership interest to 30%. This investment expands the Company’s presence in Southeast Asia and supports the global execution of the entertaining and snacking strategy. The Company has the ability to exercise significant influence, but not control, over Garudafood; therefore, the investment is accounted for under the equity method.

The Company obtained its Garudafood interest for a purchase price of $425.8 million, including associated transaction costs. The transaction was funded using the Company’s cash on hand. Based on a third-party valuation, the Company’s basis difference between the fair value of the investment and proportionate share of the carrying value of Garudafood’s net assets is $324.8 million. The basis difference related to inventory, property, plant and equipment, and certain intangible assets is being amortized through Equity in Earnings of Affiliates over the associated useful lives. As of January 28, 2024, the remaining basis difference was $324.9 million, which includes the impact of foreign currency translation. Based on quoted market prices, the fair value of the common stock held in Garudafood was $279.4 million as of January 26, 2024.

The Company recognized a basis difference of $21.3 million associated with the formation of MegaMex Foods, LLC, of which $9.1 million is remaining as of January 28, 2024. This difference is being amortized through Equity in Earnings of Affiliates.

NOTE D - INVENTORIES

Principal components of inventories are:

In thousands	January 28, 2024	October 29, 2023
Finished Products	$ 887,941	$ 954,432
Raw Materials and Work-in-Process	416,896	448,535
Operating Supplies	161,174	168,289
Maintenance Materials and Parts	112,181	109,151
Total Inventories	$ 1,578,191	$ 1,680,406

NOTE E - DERIVATIVES AND HEDGING

The Company uses hedging programs to manage risk associated with commodity purchases and interest rates. These programs utilize futures, swaps, and options contracts to manage the Company’s exposure to market fluctuations. The Company has determined its designated hedging programs to be highly effective in offsetting the changes in fair value or cash flows generated by the items hedged. Effectiveness testing is performed on a quarterly basis to ascertain a high level of effectiveness for cash flow and fair value hedging programs. If the requirements of hedge accounting are no longer met, hedge accounting is discontinued immediately and any future changes to fair value are recorded directly through earnings.

Cash Flow Commodity Hedges: The Company uses futures, swaps, and options contracts to offset price fluctuations in the Company's future purchases of grain, lean hogs, natural gas, and diesel fuel. These contracts are designated as cash flow hedges; therefore, effective gains or losses related to these cash flow hedges are reported in Accumulated Other Comprehensive Loss (AOCL) and reclassified into earnings, through Cost of Products Sold, in the periods in which the hedged transactions affect earnings. The Company typically does not hedge its grain, natural gas, or diesel fuel exposure beyond the next two upcoming fiscal years and its lean hog exposure beyond the next fiscal year.

Fair Value Commodity Hedges: The Company designates the futures it uses to minimize the price risk assumed when fixed forward priced contracts are offered to the Company's lean hog and grain suppliers as fair value hedges. The programs are intended to make the forward priced commodities cost nearly the same as cash market purchases at the date of delivery. Changes in the fair value of the futures contracts and the gain or loss on the hedged purchase commitment are marked-to-market through earnings and recorded on the Consolidated Condensed Statements of Financial Position as a Current Asset and Current Liability, respectively. Gains or losses related to these fair value hedges are recognized through Cost of Products Sold in the periods in which the hedged transactions affect earnings.

Cash Flow Interest Rate Hedges: In the second quarter of fiscal 2021, the Company designated two separate interest rate locks as cash flow hedges to manage interest rate risk associated with the anticipated debt transactions required to fund the acquisition of the *Planters®* snack nuts business. The total notional amount of the Company's locks was $1.25 billion. In the third quarter of fiscal 2021, the associated unsecured senior notes were issued with a tenor of seven and thirty years and both locks were lifted (See Note J - Long-Term Debt and Other Borrowing Arrangements). Mark-to-market gains and losses on these instruments were deferred as a component of AOCL. The resulting gain in AOCL is reclassified to Interest Expense in the period in which the hedged transactions affect earnings.

Fair Value Interest Rate Hedge: In the first quarter of fiscal 2022, the Company entered into an interest rate swap to protect against changes in the fair value of a portion of previously issued senior unsecured notes attributable to the change in the benchmark interest rate. The hedge specifically designated the last $450 million of the notes due June 2024 (the 2024 Notes). The Company terminated the swap in the fourth quarter of fiscal 2022. The loss related to the swap was recorded as a fair value hedging adjustment to the hedged debt and will be amortized through earnings over the remaining life of the debt.

Other Derivatives: The Company holds certain futures and swap contracts to manage the Company's exposure to fluctuations in grain and pork commodity markets. The Company has not applied hedge accounting to these positions. Activity related to derivatives not designated as hedges is immaterial to the consolidated financial statements.

Volume: The Company's outstanding contracts related to its commodity hedging programs include:

In millions	**January 28, 2024**	**October 29, 2023**
Corn	24.8 bushels	30.7 bushels
Lean Hogs	158.2 pounds	144.2 pounds
Natural Gas	3.5 MMBtu	3.0 MMBtu
Diesel Fuel	0.3 gallons	— gallons

Fair Value of Derivatives: The gross fair values of the Company's derivative instruments designated as hedges are:

In thousands	**Location on Consolidated Condensed Statements of Financial Position**	**January 28, 2024**	**October 29, 2023**
Commodity Contracts[(1)]	Other Current Assets	$ (8,909)	$ (13,233)

(1) Amounts represent the gross fair value of commodity derivative assets and liabilities. The Company nets the derivative assets and liabilities for each of its commodity hedging programs, including cash collateral, when a master netting arrangement exists between the Company and the counterparty to the derivative contract. The amount or timing of cash collateral balances may impact the classification of the commodity derivative on the Consolidated Condensed Statements of Financial Position. The gross liability position as of January 28, 2024, is offset by the right to reclaim net cash collateral of $24.5 million contained within the master netting arrangement. The gross liability position as of October 29, 2023, is offset by the right to reclaim net cash collateral of $32.2 million. See Note H - Fair Value Measurements for a discussion of these net amounts as reported on the Consolidated Condensed Statements of Financial Position.

Fair Value Hedge - Assets (Liabilities): The carrying amount of the Company's fair value hedged assets (liabilities) are:

In thousands	**Location on Consolidated Condensed Statements of Financial Position**	**January 28, 2024**	**October 29, 2023**
Commodity Contracts	Accounts Payable[(1)]	$ (2,241)	$ (4,914)
Interest Rate Contracts	Current Maturities of Long-term Debt[(2)]	(445,673)	(442,549)

(1) Represents the carrying amount of fair value hedged assets and liabilities, which are offset by other assets included in master netting arrangements described above.
(2) Represents the carrying amount of the hedged portion of the 2024 Notes. As of January 28, 2024, the carrying amount of the 2024 Notes included a cumulative fair value hedging adjustment of $4.3 million from discontinued hedges.

Accumulated Other Comprehensive Loss Impact: As of January 28, 2024, the Company included in AOCL hedging losses (before tax) of $17.3 million on commodity contracts and gains (before tax) of $12.2 million related to interest rate settled positions. The Company expects to recognize the majority of the losses on commodity contracts over the next twelve months. Gains on interest rate contracts offset the hedged interest payments over the tenor of the associated debt instruments.

The effect on AOCL for gains or losses (before tax) related to the Company's derivative instruments are:

	Gain/(Loss) Recognized in AOCL[1]		Gain/(Loss) Reclassified from AOCL into Earnings[1]		
	Quarter Ended		Quarter Ended		Location on Consolidated Statements of Operations
In thousands	January 28, 2024	January 29, 2023	January 28, 2024	January 29, 2023	
Cash Flow Hedges					
Commodity Contracts	$ (5,613)	$ (8,390)	$ (11,601)	$ 10,859	Cost of Products Sold
Excluded Component[2]	1,156	345	—	—	
Interest Rate Contracts	—	—	247	247	Interest Expense

(1) See Note G - Accumulated Other Comprehensive Loss for the after-tax impact of these gains or losses on Net Earnings.
(2) Represents the time value of commodity options excluded from the assessment of effectiveness for which the difference between changes in fair value and periodic amortization is recorded in AOCL.

Consolidated Statements of Operations Impact: The effect on the Consolidated Statements of Operations for gains or losses (before tax) related to the Company's derivative instruments are:

	Quarter Ended	
In thousands	January 28, 2024	January 29, 2023
Net Earnings Attributable to Hormel Foods Corporation	$ 218,863	$ 217,719
Cash Flow Hedges - Commodity Contracts		
Gain (Loss) Reclassified from AOCL	(11,601)	10,859
Amortization of Excluded Component from Options	(1,156)	(1,412)
Fair Value Hedges - Commodity Contracts		
Gain (Loss) on Commodity Futures[1]	3,595	(3,022)
Total Gain (Loss) on Commodity Contracts[2]	(9,163)	6,425
Cash Flow Hedges - Interest Rate Contracts		
Gain (Loss) Reclassified from AOCL	247	247
Fair Value Hedge - Interest Rate Contracts		
Amortization of Loss Due to Discontinuance of Fair Value Hedge[3]	(3,125)	(3,125)
Total Gain (Loss) on Interest Rate Contracts[4]	(2,878)	(2,878)
Total Gain (Loss) Recognized in Earnings	$ (12,040)	$ 3,547

(1) Represents gains or losses on commodity contracts designated as fair value hedges that were closed during the quarter ended January 28, 2024, and January 29, 2023, which were offset by a corresponding gain or loss on the underlying hedged purchase commitment. Additional gains or losses related to changes in the fair value of open commodity contracts, along with the offsetting gain or loss on the hedged purchase commitment, are also marked-to-market through earnings with no impact on a net basis.
(2) Total Gain (Loss) on Commodity Contracts is recognized in earnings through Cost of Products Sold.
(3) Represents the fair value hedging adjustment amortized through earnings.
(4) Total Gain (Loss) on Interest Rate Contracts is recognized in earnings through Interest Expense.

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NOTE F - PENSION AND OTHER POST-RETIREMENT BENEFITS

Net periodic cost for pension and other post-retirement benefit plans consists of:

	Pension Benefits	
	Quarter Ended	
In thousands	January 28, 2024	January 29, 2023
Service Cost	$ 9,053	$ 8,902
Interest Cost	18,336	17,157
Expected Return on Plan Assets	(19,377)	(19,571)
Amortization of Prior Service Cost	(221)	(460)
Recognized Actuarial (Gain) Loss	3,316	3,325
Net Periodic Cost	$ 11,107	$ 9,353

	Post-retirement Benefits	
	Quarter Ended	
In thousands	January 28, 2024	January 29, 2023
Service Cost	$ 41	$ 62
Interest Cost	2,896	3,014
Amortization of Prior Service Cost	2	2
Recognized Actuarial (Gain) Loss	(317)	(7)
Net Periodic Cost	$ 2,622	$ 3,070

Non-service cost components of net pension and post-retirement benefit cost are presented within Interest and Investment Income in the Consolidated Statements of Operations.

NOTE G - ACCUMULATED OTHER COMPREHENSIVE LOSS

Components of Accumulated Other Comprehensive Loss are as follows:

In thousands	Foreign Currency Translation	Pension & Other Benefits	Derivatives & Hedging	Equity Method Investments	Accumulated Other Comprehensive Loss
Balance at October 29, 2023	$ (86,022)	$ (183,993)	$ (9,084)	$ 6,847	$ (272,252)
Unrecognized Gains (Losses)					
Gross	11,250	32	(4,457)	4,522	11,347
Tax Effect	—	—	1,074	—	1,074
Reclassification into Net Earnings					
Gross	—	2,780 (1)	11,354 (2)	(1,639) (3)	12,496
Tax Effect	—	(683)	(2,765)	—	(3,448)
Change Net of Tax	11,250	2,129	5,206	2,884	21,469
Balance at January 28, 2024	$ (74,772)	$ (181,863)	$ (3,877)	$ 9,730	$ (250,783)

(1) Included in computation of net periodic cost. See Note F - Pension and Other Post-Retirement Benefits for additional information.
(2) Included in Cost of Products Sold and Interest Expense in the Consolidated Statements of Operations. See Note E - Derivatives and Hedging for additional information.
(3) Included in Equity in Earnings of Affiliates in the Consolidated Statements of Operations.

NOTE H - FAIR VALUE MEASUREMENTS

Accounting guidance establishes a fair value hierarchy which requires assets and liabilities measured at fair value to be categorized into one of the three levels below based on the inputs used in the valuation.

Level 1: Observable inputs based on quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2: Observable inputs, other than those included in Level 1, based on quoted prices for similar assets and liabilities in active markets, or quoted prices for identical assets and liabilities in inactive markets.

Level 3: Unobservable inputs that reflect an entity's own assumptions about what inputs a market participant would use in pricing the asset or liability based on the best information available in the circumstances.

The Company's financial assets and liabilities carried at fair value on a recurring basis and their level within the fair value hierarchy are presented in the tables below.

	Fair Value Measurements at January 28, 2024			
In thousands	Total Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets at Fair Value				
Cash and Cash Equivalents[1]	$ 963,212	$ 957,910	$ 5,302	$ —
Short-term Marketable Securities[2]	18,712	3,459	15,253	—
Other Trading Securities[3]	199,690	—	199,690	—
Commodity Derivatives[4]	5,365	7,767	(2,402)	—
Total Assets at Fair Value	$ 1,186,979	$ 969,136	$ 217,844	$ —
Liabilities at Fair Value				
Deferred Compensation[3]	$ 60,658	$ —	$ 60,658	$ —
Total Liabilities at Fair Value	$ 60,658	$ —	$ 60,658	$ —

	Fair Value Measurements at October 29, 2023			
In thousands	Total Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets at Fair Value				
Cash and Cash Equivalents[1]	$ 736,532	$ 735,387	$ 1,145	$ —
Short-term Marketable Securities[2]	16,664	2,499	14,164	—
Other Trading Securities[3]	188,162	—	188,162	—
Commodity Derivatives[4]	9,330	9,603	(273)	—
Total Assets at Fair Value	$ 950,688	$ 747,489	$ 203,199	$ —
Liabilities at Fair Value				
Deferred Compensation[3]	$ 55,222	$ —	$ 55,222	$ —
Total Liabilities at Fair Value	$ 55,222	$ —	$ 55,222	$ —

The following methods and assumptions were used to estimate the fair value of the financial assets and liabilities above:

(1) The Company's cash equivalents considered Level 1 consist primarily of bank deposits, money market funds rated AAA, or other highly liquid investment accounts, and have a maturity date of three months or less. Cash equivalents considered Level 2 are funds holding agency bonds or securities recognized at amortized cost.

(2) The Company holds securities as part of a portfolio maintained to generate investment income and to provide cash for operations of the Company, if necessary. The portfolio is managed by a third party who is responsible for daily trading activities, and all assets within the portfolio are highly liquid. The cash, U.S. government securities, and money market funds rated AAA held by the portfolio are classified as

Level 1. The current investment portfolio also includes corporate bonds and other asset backed securities for which there is an active, quoted market. Market prices are obtained from a variety of industry providers, large financial institutions, and other third-party sources to calculate a representative daily market value, and therefore, these securities are classified as Level 2.

(3) The Company maintains a rabbi trust to fund certain supplemental executive retirement plans and deferred compensation plans. The majority of the funds held in the rabbi trust relate to supplemental executive retirement plans and have been invested primarily in fixed income funds managed by a third party. The declared rate on these funds is set based on a formula using the yield of the general account investment portfolio supporting the fund as adjusted for expenses and other charges. The rate is guaranteed for one year at issue and may be reset annually on the policy anniversary, subject to a guaranteed minimum rate. As the value is based on adjusted market rates and the fixed rate is only reset on an annual basis, these funds are classified as Level 2.

Under the Company’s deferred compensation plans, participants can defer certain types of compensation and elect to receive a return based on the changes in fair value of various investment options, which include equity securities, money market accounts, bond funds, or other portfolios for which there is an active quoted market. The Company also offers a fixed rate investment option to participants. The rate earned on these investments is adjusted annually based on a specified percent of the U.S. Internal Revenue Service (IRS) applicable federal rates. These liabilities are classified as Level 2. The Company maintains funding in the rabbi trust generally mirroring the selections within the deferred compensation plans. These funds are managed by a third-party insurance policy, the values of which represent their cash surrender value based on the fair value of the underlying investments in the account. These policies are classified as Level 2.

The rabbi trust is included in Other Assets and deferred compensation liabilities in Other Long-term Liabilities on the Consolidated Condensed Statements of Financial Position. Securities held by the rabbi trust are classified as trading securities. Unrealized gains and losses associated with these investments are included in the Company's earnings. During the quarter ended January 28, 2024, securities held by the rabbi trust generated gains of $11.5 million, compared to gains of $7.0 million for the quarter ended January 29, 2023.

(4) The Company’s commodity derivatives represent futures, swaps, and options contracts used in its hedging or other programs to offset price fluctuations associated with purchases of corn, natural gas, diesel fuel, hogs, and pork, and to minimize the price risk assumed when forward priced contracts are offered to the Company’s commodity suppliers. The Company’s futures and options contracts for corn are traded on the Chicago Board of Trade, while futures contracts for lean hogs are traded on the Chicago Mercantile Exchange. These are active markets with quoted prices available, and these contracts are classified as Level 1. The Company holds natural gas, diesel fuel, and pork swap contracts that are over-the-counter instruments classified as Level 2. The value of the natural gas and diesel fuel swap contracts is calculated using quoted prices from the New York Mercantile Exchange, and the value of the pork swap contracts are calculated using a futures implied USDA estimated pork cut-out value. All derivatives are reviewed for potential credit risk and risk of nonperformance. The net balance for commodity derivatives is included in Other Current Assets or Accounts Payable, as appropriate, on the Consolidated Condensed Statements of Financial Position. As of January 28, 2024, the Company has recognized the right to reclaim net cash collateral of $24.5 million from various counterparties (including cash of $22.3 million plus $2.2 million of realized gain). As of October 29, 2023, the Company had recognized the right to reclaim net cash collateral of $32.2 million from various counterparties (including cash of $42.6 million less $10.4 million of realized loss).

The Company’s financial assets and liabilities include accounts receivable, accounts payable, and other liabilities, for which carrying value approximates fair value. The Company does not carry its long-term debt at fair value on the Consolidated Condensed Statements of Financial Position. The fair value of long-term debt, utilizing discounted cash flows (Level 2), was $2.8 billion as of January 28, 2024, and $2.7 billion as of October 29, 2023. See Note J - Long-Term Debt and Other Borrowing Arrangements for additional information.

The Company measures certain nonfinancial assets and liabilities at fair value, which are recognized or disclosed on a nonrecurring basis (e.g., goodwill, intangible assets, and property, plant, and equipment). There were no material remeasurements of assets or liabilities at fair value on a nonrecurring basis subsequent to their initial recognition during the quarter ended January 28, 2024, and January 29, 2023.

NOTE I - COMMITMENTS AND CONTINGENCIES

Except as described below, there were no material changes outside the ordinary course of business during the quarter ended January 28, 2024, to the contractual obligations and other commitments last disclosed in the Company’s Annual Report on Form 10-K for the fiscal year ended October 29, 2023.

Legal Proceedings: The Company is a party to various legal proceedings related to the ongoing operation of its business, including claims both by and against the Company. At any time, such proceedings typically involve claims related to product liability, labeling, contracts, antitrust regulations, intellectual property, competition laws, employment practices, or other actions brought by employees, customers, consumers, competitors, or suppliers. The Company establishes accruals for its potential exposure, as appropriate, for claims against the Company when losses become probable and reasonably estimable. However, future developments or settlements are uncertain and may require the Company to change such accruals as proceedings progress. Resolution of any currently known matter, either individually or in the aggregate, is not expected to have a material effect on the Company’s financial condition, results of operations, or liquidity.

Pork Antitrust Litigation
Beginning in June 2018, a series of putative class action complaints were filed against the Company, as well as several other pork-processing companies and a benchmarking service called Agri Stats in the United States District Court for the District of Minnesota styled *In re Pork Antitrust Litigation* (the Pork Antitrust Civil Litigation). The plaintiffs allege, among other things, that beginning in January 2009, the defendants conspired and combined to fix, raise, maintain, and stabilize the price of pork and pork products—including through the use of Agri Stats—in violation of federal antitrust laws. The complaints on behalf of the putative classes of indirect purchasers also include causes of action under various state unfair competition laws, consumer protection laws, and unjust enrichment common laws. The plaintiffs seek treble damages, injunctive relief, pre-and post-judgment interest, costs, and attorneys' fees. Since the original filing, certain direct-action plaintiffs have opted out of class treatment and are proceeding with individual direct actions making similar claims, and others may do so in the future. The Company has not recorded any liability for these matters as it does not believe a loss is probable, and it cannot reasonably estimate any reasonably possible loss as the Company believes that it has valid and meritorious defenses against the allegations.

The Offices of the Attorney General in New Mexico and Alaska have filed complaints against the Company and certain of its pork subsidiaries, as well as several other pork processing companies and Agri Stats. The complaints are based on allegations similar to those asserted in the Pork Antitrust Civil Litigation and allege violations of state antitrust, unfair trade practice, and unjust enrichment laws based on allegations of conspiracies to exchange information and manipulate the supply of pork. The Company has not recorded any liability for these matters as it does not believe a loss is probable, and it cannot reasonably estimate any reasonably possible loss as the Company believes that it has valid and meritorious defenses against the allegations.

Turkey Antitrust Litigation
Beginning in December 2019, a series of putative class action complaints were filed against the Company, as well as several other turkey-processing companies and a benchmarking service called Agri Stats, in the U.S. District Court for the Northern District of Illinois styled *In re Turkey Antitrust Litigation*. The plaintiffs allege, among other things, that from at least 2010 to 2017, the defendants conspired and combined to fix, raise, maintain, and stabilize the price of turkey products—including through the use of Agri Stats—in violation of federal antitrust laws. The complaints on behalf of the putative classes of indirect purchasers also include causes of action under various state unfair competition laws, consumer protection laws, and unjust enrichment common laws. The plaintiffs seek treble damages, injunctive relief, pre-and post-judgment interest, costs, and attorneys' fees. Since the original filing, certain direct-action plaintiffs have opted out of class treatment and are proceeding with individual direct actions making similar claims, and others may do so in the future. The Company has not recorded any liability for these matters as it does not believe a loss is probable, and it cannot reasonably estimate any reasonably possible loss as the Company believes that it has valid and meritorious defenses against the allegations.

Poultry Wages Antitrust Litigation
In December 2019, a putative class of non-supervisory production and maintenance employees at poultry-processing plants in the continental United States filed an amended consolidated class action complaint against the Company and various other poultry processing companies in the United States District Court for the District of Maryland styled *Jien, et al. v. Perdue Farms, Inc., et al*. The plaintiffs allege that since 2009, the defendants directly and through a wage survey and benchmarking service exchanged information regarding compensation in an effort to depress and fix wages and benefits for employees at poultry-processing plants, feed mills, and hatcheries in violation of federal antitrust laws. The plaintiffs seek, among other things, treble monetary damages, punitive damages, restitution, and pre-and post-judgment interest, as well as declaratory and injunctive relief. In July 2022, the Court partially granted the Company's motion to dismiss, and dismissed plaintiffs' *per se* wage-fixing claim as to the Company. The Company has not recorded any liability for this matter as it does not believe a loss is probable, and it cannot reasonably estimate any reasonably possible loss as the Company believes that it has valid and meritorious defenses against the allegations.

Red Meat Wages Antitrust Litigation
In November 2022, a putative class of non-supervisory production and maintenance employees at "red meat" processing plants in the continental United States filed a class action complaint against the Company and various other beef- and pork-processing companies in the United States District Court for the District of Colorado styled *Brown, et al. v. JBS USA Food Co., et al*. The plaintiffs allege that since 2014, the defendants directly and through a wage survey and benchmarking service exchanged information regarding compensation in an effort to depress and fix wages and benefits for employees at beef- and pork-processing plants in violation of federal antitrust laws. The plaintiffs seek, among other things, treble monetary damages, punitive damages, restitution, and pre-and post-judgment interest, as well as declaratory and injunctive relief. The Company has not recorded any liability for this matter as it does not believe a loss is probable, and it cannot reasonably estimate any reasonably possible loss as the Company believes that it has valid and meritorious defenses against the allegations.

NOTE J - LONG-TERM DEBT AND OTHER BORROWING ARRANGEMENTS

Long-term Debt consists of:

In thousands	January 28, 2024	October 29, 2023
Senior Unsecured Notes, with Interest at 3.050% Interest Due Semi-annually through June 2051 Maturity Date	$ 600,000	$ 600,000
Senior Unsecured Notes, with Interest at 1.800% Interest Due Semi-annually through June 2030 Maturity Date	1,000,000	1,000,000
Senior Unsecured Notes, with Interest at 1.700% Interest Due Semi-annually through June 2028 Maturity Date	750,000	750,000
Senior Unsecured Notes, with Interest at 0.650% Interest Due Semi-annually through June 2024 Maturity Date	950,000	950,000
Unamortized Discount on Senior Notes	(6,832)	(7,016)
Unamortized Debt Issuance Costs	(15,383)	(16,278)
Interest Rate Swap Liabilities(1)	(4,327)	(7,451)
Finance Lease Liabilities	33,938	36,085
Other Financing Arrangements	3,811	3,908
Total	3,311,208	3,309,247
Less: Current Maturities of Long-term Debt	954,031	950,529
Long-term Debt Less Current Maturities	$ 2,357,176	$ 2,358,719

(1) See Note E - Derivatives and Hedging for additional information.

Senior Unsecured Notes: On June 3, 2021, the Company issued $950.0 million aggregate principal amount of its 0.650% notes due 2024 (2024 Notes), $750.0 million aggregate principal amount of its 1.700% notes due 2028 (2028 Notes), and $600.0 million aggregate principal amount of its 3.050% notes due 2051 (2051 Notes). The 2024 Notes may be redeemed in whole or in part one year after their issuance without penalty for early partial payments or full redemption. The 2028 Notes and 2051 Notes may be redeemed in whole or in part at any time at the applicable redemption price. Interest will accrue per annum at the stated rates with interest on the notes being paid semi-annually in arrears on June 3 and December 3 of each year, commencing December 3, 2021. Interest rate risk was hedged utilizing interest rate locks on the 2028 Notes and 2051 Notes. The Company lifted the hedges in conjunction with the issuance of these notes. See Note E - Derivatives and Hedging for additional information. If a change of control triggering event occurs, the Company must offer to purchase the notes at a purchase price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to the date of purchase.

On June 11, 2020, the Company issued senior notes in an aggregate principal amount of $1.0 billion due 2030. The notes bear interest at a fixed rate of 1.800% per annum, with interest paid semi-annually in arrears on June 11 and December 11 of each year, commencing December 11, 2020. The notes may be redeemed in whole or in part at any time at the applicable redemption price set forth in the prospectus supplement. If a change of control triggering event occurs, the Company must offer to purchase the notes at a purchase price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to the date of purchase.

Subsequent to the end of the first quarter of fiscal 2024, the Company's Board of Directors approved up to $500 million of new long-term financing which is intended, along with cash on hand, to pay the 2024 Notes upon maturity.

Unsecured Revolving Credit Facility: On May 6, 2021, the Company entered into an unsecured revolving credit agreement with Wells Fargo Bank, National Association as administrative agent, swingline lender and issuing lender, U.S. Bank National Association, JPMorgan Chase Bank, N.A. and BofA Securities, Inc. as syndication agents and the lenders party thereto. The revolving credit agreement provides for an unsecured revolving credit facility with an aggregate principal commitment amount at any time outstanding of up to $750.0 million with an uncommitted increase option of an additional $375.0 million upon the satisfaction of certain conditions.

On April 17, 2023, the Company entered into a first amendment (Amendment) to the Company’s $750.0 million revolving credit agreement. The Amendment provides for, among other things (i) the replacement of London Interbank Offered Rate (LIBOR) with Term Secured Overnight Financing Rate (SOFR) and Daily Simple Singapore Overnight Rate Average (SORA) for the Eurocurrency Rate for U.S. Dollars and Singapore Dollars, including applicable credit spread adjustments and relevant SOFR benchmark provisions, (ii) permitting two one-year extension options to be exercised at any anniversary, (iii) removing the change in debt ratings notice requirement, (iv) shortening the notice period requirements for Base Rate Loans to allow for same day notice, and (v) increasing the number of permitted interest periods from 8 to 15.

The unsecured revolving line of credit bears interest, at the Company’s election, at either a Base Rate plus margin of 0.0% to 0.150% or the Adjusted Term SOFR, Adjusted Daily Simple Risk-Free Rate (RFR) or Eurocurrency Rate plus margin of 0.575%

to 1.150% and a variable fee of 0.050% to 0.100% is paid for the availability of this credit line. Extensions of credit under the facility may be made in the form of revolving loans, swingline loans, and letters of credit. The lending commitments under the agreement are scheduled to expire on May 6, 2026, at which time the Company will be required to pay in full all obligations then outstanding. As of January 28, 2024, and October 29, 2023, the Company had no outstanding draws from this facility.

Debt Covenants: The Company is required by certain covenants in its debt agreements to maintain specified levels of financial ratios and financial position. As of January 28, 2024, the Company was in compliance with all covenants.

NOTE K - INCOME TAXES

The Company's tax provision is determined using an estimated annual effective tax rate and adjusted for discrete taxable events that may occur during the quarter. The effects of tax legislation are recognized in the period in which the law is enacted. The deferred tax assets and liabilities are remeasured using enacted tax rates expected to apply to taxable income in the years the related temporary differences are anticipated to reverse.

The Company's effective tax rate for the quarter ended January 28, 2024, was 23.4% compared to 22.6% for the corresponding period a year ago. The Company benefited from the impact of certain discrete items and higher federal deductions in the prior year.

Unrecognized tax benefits, including interest and penalties, are recorded in Other Long-term Liabilities. If recognized as of January 28, 2024, these benefits would impact the Company's effective tax rate by $17.7 million compared to $18.2 million as of January 29, 2023. The Company includes accrued interest and penalties related to uncertain tax positions in Provision for Income Taxes, with immaterial losses included during the quarter ended January 28, 2024, and January 29, 2023. The amount of accrued interest and penalties associated with unrecognized tax benefits was $2.7 million at January 28, 2024, and $2.6 million at January 29, 2023.

The Company is regularly audited by federal and state taxing authorities. The IRS concluded its examination of fiscal 2021 in the second quarter of fiscal 2023. The IRS placed the Company in the Bridge phase of the Compliance Assurance Process (CAP) for fiscal years 2020 and 2023. In this phase, the IRS will not accept any disclosures, conduct any reviews, or provide any assurances. The Company has elected to participate in CAP for fiscal years through 2025. The objective of CAP is to contemporaneously work with the IRS to achieve federal tax compliance and resolve all or most of the issues prior to filing of the tax return. The Company may elect to continue participating in CAP for future tax years; the Company may withdraw from the program at any time.

The Company is in various stages of audit by several state taxing authorities on a variety of fiscal years, as far back as 2015. While it is reasonably possible that one or more of these audits may be completed within the next 12 months and the related unrecognized tax benefits may change based on the status of the examinations, it is not possible to reasonably estimate the effect of any amount of such change to previously recorded uncertain tax positions.

NOTE L - EARNINGS PER SHARE DATA

The reported net earnings attributable to the Company were used when computing basic and diluted earnings per share. Diluted earnings per share was calculated using the treasury stock method. The shares used as the denominator for those computations are as follows:

	Quarter Ended	
In thousands	**January 28, 2024**	**January 29, 2023**
Basic Weighted-average Shares Outstanding	547,020	546,384
Dilutive Potential Common Shares	900	3,647
Diluted Weighted-average Shares Outstanding	547,920	550,031
Antidilutive Potential Common Shares	17,892	3,239

NOTE M - SEGMENT REPORTING

The Company develops, processes, and distributes a wide array of food products in a variety of markets. The Company reports its results in the following three segments: Retail, Foodservice, and International, which is consistent with how the Company's chief operating decision maker (CODM) assesses performance and allocates resources.

The Retail segment consists primarily of the processing, marketing, and sale of food products sold predominantly in the retail market. This segment also includes the results from the Company’s MegaMex Foods, LLC joint venture.

The Foodservice segment consists primarily of the processing, marketing, and sale of food and nutritional products for foodservice, convenience store, and commercial customers.

The International segment processes, markets, and sells Company products internationally. This segment also includes the results from the Company’s international joint ventures, equity method investments, and royalty arrangements.

Intersegment sales are eliminated in consolidation and are not reviewed when evaluating segment performance. The Company does not allocate deferred compensation, expenses associated with the transformation and modernization initiative, investment income, interest expense, or interest income to its segments when measuring performance. The Company also retains various other income and expenses at the corporate level. Equity in Earnings of Affiliates is included in segment profit; however, earnings attributable to the Company’s corporate venturing investments and noncontrolling interests are excluded. These items are included below as Net Unallocated Expense and Noncontrolling Interest when reconciling to Earnings Before Income Taxes.

Financial measures for each of the Company’s reportable segments and reconciliation to consolidated Earnings Before Income Taxes are set forth below. The Company is an integrated enterprise, characterized by substantial intersegment cooperation, cost allocations, and sharing of assets. Therefore, the Company does not represent that these segments, if operated independently, would report the profit and other financial information shown below.

	Quarter Ended	
In thousands	**January 28, 2024**	**January 29, 2023**
Net Sales		
Retail	$ 1,911,272	$ 1,957,797
Foodservice	913,087	834,750
International	172,552	178,445
Total Net Sales	$ 2,996,911	$ 2,970,992
Segment Profit		
Retail	$ 149,505	$ 154,677
Foodservice	150,164	136,442
International	20,031	19,905
Total Segment Profit	319,700	311,025
Net Unallocated Expense	34,020	29,755
Noncontrolling Interest	(134)	(69)
Earnings Before Income Taxes	$ 285,547	$ 281,201

The Company’s products primarily consist of meat and other food products. Total revenue contributed by classes of similar products are:

	Quarter Ended	
In thousands	**January 28, 2024**	**January 29, 2023**
Perishable	$ 2,106,571	$ 2,080,461
Shelf-stable	890,340	890,531
Total Net Sales	$ 2,996,911	$ 2,970,992

Perishable includes fresh meats, frozen items, refrigerated meal solutions, bacon, sausages, hams, guacamole, and other items that require refrigeration. Shelf-stable includes canned luncheon meats, nut butters, snack nuts, chili, shelf-stable microwaveable meals, hash, stews, tortillas, salsas, tortilla chips, nutritional food supplements, and other items that do not require refrigeration.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

RESULTS OF OPERATIONS

Overview

The Company is a global manufacturer and marketer of branded food products. The Company’s three reportable segments are described in Note M - Segment Reporting in the Notes to the Consolidated Financial Statements in this Quarterly Report on Form 10-Q.

The Company reported diluted net earnings per share of $0.40 for the first quarter of fiscal 2024, flat compared to last year. Adjusted diluted net earnings per share(1) was $0.41. Significant factors impacting the quarter were:

- Net sales for the first quarter increased 1 percent. The benefit from higher volumes in each segment and strong results in Foodservice more than offset lower sales in the Retail and International segments.
- Segment profit for the first quarter increased 3 percent, driven primarily by improved results in the Foodservice segment.
- Earnings before income taxes for the first quarter increased 2 percent, as the benefit from higher net sales, lower logistics expenses, and higher interest and investment income more than offset higher selling, general, and administrative expenses. Adjusted earnings before income taxes(1), excluding the impact of expenses related to the Company's transformation and modernization initiative, increased 5 percent compared to last year.
- Foodservice segment profit increased primarily due to higher sales and favorable logistics expenses.
- International segment profit increased due to the inclusion of our investment in Indonesia and significantly higher results from our partnership in the Philippines, which more than offset the impact from lower branded export demand and lower sales in China.
- Retail segment profit declined, as the benefit from higher sales in the snacking and entertaining vertical and lower logistics expenses was more than offset by the impact from lower commodity turkey pricing and lower equity in earnings from MegaMex Foods, LLC (MegaMex Foods).
- Year-to-date cash flow from operations was $404 million, up 98 percent compared to the prior year.

Consolidated Results

Volume, Net Sales, Earnings, and Diluted Earnings Per Share

	Quarter Ended		
In thousands, except per share amounts	**January 28, 2024**	**January 29, 2023**	**% Change**
Volume (lbs.)	1,101,554	1,062,211	3.7
Net Sales	$ 2,996,911	$ 2,970,992	0.9
Earnings Before Income Taxes	285,547	281,201	1.5
Net Earnings Attributable to Hormel Foods Corporation	218,863	217,719	0.5
Diluted Earnings Per Share	0.40	0.40	—
Adjusted Diluted Earnings Per Share (1)	0.41	0.40	2.5

(1) See the “Non-GAAP Financial Measures” section below for a description of the Company's use of measures not defined by United States Generally Accepted Accounting Principles (GAAP).

Net Sales

Net sales for the first quarter increased, led by the benefit from higher volumes in each segment and strong growth in Foodservice, more than offsetting lower sales in the Retail and International segments.

In Retail, net sales increased in the global flavors and snacking and entertaining verticals, and declined in the value-added meats, convenient meals and proteins, and bacon verticals. Demand was strong for many products, including ***Skippy***® peanut butter, ***Planters***® snack nuts, ***Wholly***® dips, ***Herdez***® salsas and sauces, ***La Victoria***® salsas, ***Jennie-O***® ground turkey, ***Hormel***® ***Square Table™*** entrees and ***Hormel***® pepperoni, which each delivered volume and net sales improvement during the quarter. Foodservice net sales growth was broad-based, led by the Heritage Premium meats business and growth from ***Hormel***® ***Bacon 1™*** precooked bacon, premium prepared proteins, ***Jennie-O*** ® branded turkey items, and pepperoni. International net sales declined due to lower branded export sales and lower sales in China.

Cost of Products Sold

	Quarter Ended		
In thousands	January 28, 2024	January 29, 2023	% Change
Cost of Products Sold	$ 2,488,178	$ 2,475,043	0.5

Total cost of products sold for the first quarter of fiscal 2024 increased due primarily to higher sales. On a per pound basis, cost of products sold decreased 3 percent, consistent with the Company's assumption for cost moderation in fiscal 2024.

Costs are expected to continue to moderate relative to the high levels of inflation the business has absorbed since the beginning of fiscal 2021. Raw material input costs for pork, beef, and feed are anticipated to remain volatile and above historical levels. The Company expects its transformation and modernization initiative to deliver cost savings throughout fiscal 2024, targeting packaging, logistics, and production costs.

Gross Profit

	Quarter Ended		
In thousands	January 28, 2024	January 29, 2023	% Change
Gross Profit	$ 508,733	$ 495,949	2.6
Percent of Net Sales	17.0 %	16.7 %	

Gross profit as a percent of net sales for the first quarter of fiscal 2024 increased due to improvement in the Foodservice and Retail segments, more than offsetting a decline in International. Both the Foodservice and Retail segments benefited from lower logistics expenses on a volume basis. Lower logistics expenses are due to lower industrywide freight rates and savings realized as part of our transformation and modernization initiative.

Looking ahead to the second quarter of fiscal 2024, the Company expects gross profit as a percent of net sales to be comparable to last year. The Company expects gross profit as a percent of net sales to increase for the International segment but decline for the Retail and Foodservice segments.

Selling, General, and Administrative (SG&A)

	Quarter Ended		
In thousands	January 28, 2024	January 29, 2023	% Change
SG&A	$ 240,386	$ 222,056	8.3
Percent of Net Sales	8.0 %	7.5 %	
Adjusted SG&A(1)	$ 231,671	$ 222,056	4.3
Adjusted Percent of Net Sales(1)	7.7 %	7.5 %	

(1) See the “Non-GAAP Financial Measures” section below for a description of the Company's use of measures not defined by GAAP.

For the first quarter of fiscal 2024, SG&A and SG&A as a percent of net sales increased. This was due to higher employee and external expenses, driven in part by the Company's transformation and modernization initiative. Adjusted SG&A as a percent of net sales(1) increased marginally compared to last year.

Advertising investments in the first quarter were $44 million, a decrease of 5 percent compared to last year. The Company expects full-year advertising expense to increase compared to the prior year.

Equity in Earnings of Affiliates

	Quarter Ended		
In thousands	January 28, 2024	January 29, 2023	% Change
Equity in Earnings of Affiliates	$ 16,091	$ 15,559	3.4

Equity in earnings of affiliates for the first quarter of fiscal 2024 increased due to the inclusion of our investment in Indonesia and significantly higher results from our partnership in the Philippines, offsetting lower results for MegaMex Foods.

Interest and Investment Income and Interest Expense

	Quarter Ended		
In thousands	January 28, 2024	January 29, 2023	% Change
Interest and Investment Income	$ 19,434	$ 10,096	92.5
Interest Expense	18,326	18,347	(0.1)

Interest and investment income for the first quarter of fiscal 2024 increased primarily due to improved performance from the rabbi trust and higher interest income.

Effective Tax Rate

	Quarter Ended	
	January 28, 2024	January 29, 2023
Effective Tax Rate	23.4 %	22.6 %

The higher effective tax rate in the first quarter of fiscal 2024 is primarily due to the impact of certain discrete items and higher federal deductions last year. The effective tax rate for fiscal 2024 is expected to be between 21.0% and 23.0%. For further information, refer to Note K - Income Taxes of the Notes to the Consolidated Financial Statements.

Segment Results

Net sales and segment profit for each of the Company's reportable segments are set forth below. The Company does not allocate deferred compensation, expenses associated with the transformation and modernization initiative, investment income, interest expense, or interest income to its segments when measuring performance. The Company also retains various other income and expenses at the corporate level. Equity in Earnings of Affiliates is included in segment profit; however, earnings attributable to the Company's corporate venturing investments and noncontrolling interests are excluded. These items are included below as Net Unallocated Expense and Noncontrolling Interest when reconciling to Earnings Before Income Taxes.

The Company is an integrated enterprise, characterized by substantial intersegment cooperation, cost allocations, and sharing of assets. Therefore, the Company does not represent that these segments, if operated independently, would report the profit and other financial information shown below.

	Quarter Ended		
In thousands	**January 28, 2024**	**January 29, 2023**	**% Change**
Net Sales			
Retail	$ 1,911,272	$ 1,957,797	(2.4)
Foodservice	913,087	834,750	9.4
International	172,552	178,445	(3.3)
Total	$ 2,996,911	$ 2,970,992	0.9
Segment Profit			
Retail	$ 149,505	$ 154,677	(3.3)
Foodservice	150,164	136,442	10.1
International	20,031	19,905	0.6
Total Segment Profit	319,700	311,025	2.8
Net Unallocated Expense	34,020	29,755	14.3
Noncontrolling Interest	(134)	(69)	(95.4)
Earnings Before Income Taxes	$ 285,547	$ 281,201	1.5

Retail

	Quarter Ended		
In thousands	**January 28, 2024**	**January 29, 2023**	**% Change**
Volume (lbs.)	765,412	752,887	1.7
Net Sales	$ 1,911,272	$ 1,957,797	(2.4)
Segment Profit	149,505	154,677	(3.3)

For the first quarter of fiscal 2024, volume growth was driven by the value-added meats, global flavors, emerging brands and bacon verticals. Net sales declined primarily due to lower contract manufacturing volume and lower commodity turkey pricing. Demand was strong for many products, including ***Skippy***® peanut butter, ***Planters***® snack nuts, ***Wholly***® dips, ***Herdez***® salsas and sauces, ***La Victoria***® salsas, ***Jennie-O***® ground turkey, ***Hormel***® ***Square Table™*** entrees and ***Hormel***® pepperoni, which each delivered volume and net sales improvement during the quarter.

Segment profit declined, as the benefit from higher sales in the snacking and entertaining vertical and lower logistics expenses was more than offset by the impact from lower commodity turkey pricing and lower equity in earnings from MegaMex Foods.

Looking to the second quarter of fiscal 2024, the Retail segment expects lower segment profit compared to last year. Segment profit is expected to be pressured by lower pricing in whole bird turkey markets and higher SG&A. Risks to this outlook include a further slowing in consumer demand, a higher-than-expected impact from elasticities as a result of pricing actions, and greater-than-expected pricing headwinds in the whole bird turkey business.

Foodservice

	Quarter Ended		
In thousands	**January 28, 2024**	**January 29, 2023**	**% Change**
Volume (lbs.)	256,007	237,087	8.0
Net Sales	$ 913,087	$ 834,750	9.4
Segment Profit	150,164	136,442	10.1

Volume and net sales growth for the first quarter of fiscal 2024 was broad-based and across numerous categories, led by ***Jennie-O®*** turkey and double-digit gains for products such as ***Hormel® Bacon 1™*** cooked bacon, pepperoni, ***Austin Blues®*** smoked meats and ***Café H®*** globally inspired proteins. Additionally, the Company's Heritage Premium Meats group drove strong volume and double-digit net sales improvement for the quarter.

Segment profit increased primarily due to higher sales and favorable logistics expenses.

For the second quarter, the Foodservice segment expects higher segment profit compared to the prior year. Continued volume growth is expected to be offset by lower margins and higher SG&A compared to last year. Risks to this outlook include a softening of foodservice industry demand and higher-than-expected operating costs.

International

	Quarter Ended		
In thousands	January 28, 2024	January 29, 2023	% Change
Volume (lbs.)	80,135	72,237	10.9
Net Sales	$ 172,552	$ 178,445	(3.3)
Segment Profit	20,031	19,905	0.6

During the first quarter of fiscal 2024, higher commodity exports led to volume gains compared to last year. Net sales declined due to lower branded export sales and lower sales in China. Also in China, foodservice results improved as we lapped COVID-related disruption last year. This benefit was more than offset by continued weakness in the retail channel.

Segment profit increased for the quarter due to the inclusion of our investment in Indonesia and significantly higher results from our partnership in the Philippines, which offset the impact from lower branded export demand and lower sales in China.

In the second quarter of fiscal 2024, the International segment anticipates segment profit to increase significantly compared to last year. This recovery is expected to be driven by improvement across the business, including from its branded exports, partnership in the Philippines, and multinational business in Brazil. The Company also expects a benefit from the inclusion of its investment in Indonesia. Risks to this outlook include continued softness in China and commodity headwinds impacting the export business.

Unallocated Income and Expense

	Quarter Ended	
In thousands	January 28, 2024	January 29, 2023
Net Unallocated Expense	$ 34,020	$ 29,755
Noncontrolling Interest	(134)	(69)

For the first quarter of fiscal 2024, net unallocated expense increased driven by transformation and modernization initiative costs and higher employee-related expenses, partially offset by favorable rabbi trust performance and higher interest income.

Related Party Transactions

There has been no material change in the information regarding Related Party Transactions as disclosed in the Company's Annual Report on Form 10-K for the fiscal year ended October 29, 2023.

[1]Non-GAAP Financial Measures

This filing includes measures of financial performance that are not defined by GAAP. The Company utilizes these non-GAAP measures to understand and evaluate operating performance on a consistent basis. These measures may also be used when making decisions regarding resource allocation and in determining incentive compensation. The Company believes these non-GAAP financial measures provide useful information to investors because they facilitate year-over-year comparison and comparison with peer companies as well as provide additional information about trends in the Company's operations. Non-GAAP measures are not intended to be a substitute for GAAP measures in analyzing financial performance. These non-GAAP measures are not in accordance with generally accepted accounting principles and may be different from non-GAAP measures used by other companies.

In the fourth quarter of fiscal 2023, the Company announced a multi-year transformation and modernization initiative. The strategic investments in this initiative are expected to cease at the end of the investment period, are not expected to recur in the foreseeable future and are not considered representative of the Company's underlying operating performance. The Company does not believe such costs to be reflective of the ongoing operating cost structure; therefore, the Company is excluding certain discrete costs related to the transformation and modernization initiative from the non-GAAP financial measures. Expenses for this initiative are comprised primarily of non-recurring charges for consulting fees, which are reflected in SG&A, and charges related to portfolio optimization, which are reflected in Cost of Products Sold. This presentation is consistent with the information the Company's management is using to evaluate performance and allocate resources and facilitates comparison of operating performance across multiple periods.

Adjusted cost of products sold, adjusted SG&A, adjusted operating income, adjusted earnings before income taxes, adjusted net earnings attributable to Hormel Foods Corporation, adjusted diluted net earnings per share, adjusted SG&A as a percent of net sales, and adjusted operating margin exclude certain costs associated with the transformation and modernization initiative. The tax impact was calculated using the effective tax rate for the quarter in which the expense was incurred.

The table below shows the calculations to reconcile from the GAAP measures to the non-GAAP financial measures.

	Quarter Ended	
In thousands, except per share amounts	**January 28, 2024**	**January 29, 2023**
Cost of Products Sold (GAAP)	$ 2,488,178	$ 2,475,043
Transformation and Modernization Initiative	(1,598)	—
Adjusted Cost of Products Sold (Non-GAAP)	$ 2,486,580	$ 2,475,043
SG&A (GAAP)	$ 240,386	$ 222,056
Transformation and Modernization Initiative	(8,715)	—
Adjusted SG&A (Non-GAAP)	$ 231,671	$ 222,056
Operating Income (GAAP)	$ 284,438	$ 289,452
Transformation and Modernization Initiative	10,313	—
Adjusted Operating Income (Non-GAAP)	$ 294,751	$ 289,452
Earnings Before Income Taxes (GAAP)	$ 285,547	$ 281,201
Transformation and Modernization Initiative	10,313	—
Adjusted Earnings Before Income Taxes (Non-GAAP)	$ 295,859	$ 281,201
Net Earnings Attributable to Hormel Foods Corporation (GAAP)	$ 218,863	$ 217,719
Transformation and Modernization Initiative	7,900	—
Adjusted Net Earnings Attributable to Hormel Foods Corporation (Non-GAAP)	$ 226,763	$ 217,719
Diluted Net Earnings Per Share (GAAP)	$ 0.40	$ 0.40
Transformation and Modernization Initiative	0.01	—
Adjusted Diluted Net Earnings Per Share (Non-GAAP)	$ 0.41	$ 0.40
SG&A as a Percent of Net Sales (GAAP)	8.0 %	7.5 %
Transformation and Modernization Initiative	(0.3)	—
Adjusted SG&A as a Percent of Net Sales (Non-GAAP)	7.7 %	7.5 %
Operating Margin (GAAP)	9.5 %	9.7 %
Transformation and Modernization Initiative	0.3	—
Adjusted Operating Margin (Non-GAAP)	9.8 %	9.7 %

LIQUIDITY AND CAPITAL RESOURCES

When assessing liquidity and capital resources, the Company evaluates cash and cash equivalents, short-term and long-term investments, income from operations, and borrowing capacity.

Cash Flow Highlights

	Quarter Ended	
In thousands	**January 28, 2024**	**January 29, 2023**
Cash and Cash Equivalents	$ 963,212	$ 599,789
Cash Provided by (Used in) Operating Activities	403,980	203,629
Cash Provided by (Used in) Investing Activities	(48,154)	(451,469)
Cash Provided by (Used in) Financing Activities	(133,365)	(141,570)
Increase (Decrease) in Cash and Cash Equivalents	226,680	(382,318)

Cash and cash equivalents increased $227 million for the first quarter of fiscal 2024, as cash from operating activities was sufficient to cover dividend payments and capital expenditures. The purchase of a minority interest in PT Garudafood Putra Putri Jaya Tbk (Garudafood) was the primary driver of the decline in cash and cash equivalents in the prior year. Additional details related to significant drivers of cash flows are provided below.

Cash Provided by (Used in) Operating Activities
- Cash flows from operating activities were largely impacted by changes in operating assets and liabilities.
  - Inventory decreased $104 million for the first quarter of fiscal 2024 compared to an increase of $12 million in the prior year. The decrease in inventory during fiscal 2024 was due to improvement in the Company's supply chain and the negative impact of Highly Pathogenic Avian Influenza on turkey operations. The increase in inventory during fiscal 2023 was due to production outpacing sales.
  - Accounts receivable decreased $68 million and $80 million during the first quarter of fiscal 2024 and fiscal 2023, respectively primarily due to lower sales.
  - Accounts payable and accrued expenses decreased $132 million and $171 million in the first quarter of fiscal 2024 and fiscal 2023, respectively, due to annual incentive payments, feed and livestock deferral payments, and general timing of payments.

Cash Provided by (Used in) Investing Activities
- Capital expenditures were $47 million and $37 million in the first quarter of fiscal 2024, and fiscal 2023, respectively. The largest spend in the first quarter of fiscal 2024 was for the transition from harvest to value-added capacity at our facility in Barron, Wisconsin and wastewater infrastructure to support our operations in Austin, Minnesota. The largest spend in the first quarter of fiscal 2023 was related to capacity expansion for pepperoni and the ***SPAM***® family of products.
- During the first quarter of fiscal 2023, the Company purchased a minority interest in Garudafood for $411 million.

Cash Provided by (Used in) Financing Activities
- Cash dividends paid to the Company's shareholders are an ongoing financing activity for the Company with payments totaling $150 million during the first quarter of fiscal 2024, compared to $142 million in the first quarter of fiscal 2023.
- Proceeds from the exercise of stock options were $19 million in the first quarter of fiscal 2024, compared to $3 million in the first quarter of fiscal 2023. The increase in proceeds was due to more options exercised during fiscal 2024 compared to fiscal 2023.

Sources and Uses of Cash
The Company's balanced business model, with diversification across raw material inputs, channels, and categories, provides stability in ever-changing economic environments. The Company maintains a disciplined capital allocation strategy by applying a waterfall approach, which focuses first on required uses of cash, such as capital expenditures to maintain facilities, dividend returns to investors, mandatory debt repayments, and pension obligations. Next, the Company looks to strategic items in support of growth initiatives, such as capital projects, acquisitions, additional dividend increases, and working capital investments. Finally, the Company evaluates opportunistic uses, including incremental debt repayment and share repurchases.

The Company believes its anticipated income from operations, cash on hand, borrowing capacity under the current credit facility, and access to capital markets will be adequate to meet all short-term and long-term commitments. The Company continues to look for opportunities to make investments and acquisitions that align with its strategic priorities. The Company's ability to leverage its balance sheet through the issuance of debt provides the flexibility to pursue strategic opportunities which may require additional funding.

Dividend Payments
The Company remains committed to providing returns to investors through cash dividends. The Company has paid 382 consecutive quarterly dividends since becoming a public company in 1928. The annual dividend rate for fiscal 2024 increased to $1.13 per share, representing the 58th consecutive annual dividend increase.

Capital Expenditures
Capital expenditures are first allocated to required maintenance and then growth opportunities based on the needs of the business. Capital expenditures supporting growth opportunities in fiscal 2024 are expected to focus on projects related to value-added capacity, infrastructure, and new technology. Capital expenditures for fiscal 2024 are estimated to be $280 million.

Debt
As of January 28, 2024, the Company's outstanding debt included $3.3 billion of fixed rate unsecured senior notes due in fiscal 2024, 2028, 2030, and 2051 with interest payable semi-annually. During the first quarter of fiscal 2024, the Company made $28 million of interest payments and expects to make an additional $28 million of interest payments during fiscal 2024 on these notes. On January 30, 2024, the Company's Board of Directors approved up to $500 million of new long-term financing which is intended, along with cash on hand, to pay the $950 million notes due June 2024 upon maturity. See Note J - Long-Term Debt and Other Borrowing Arrangements of the Notes to the Consolidated Financial Statements for additional information.

Borrowing Capacity
As a source of short-term financing, the Company maintains a $750 million unsecured revolving credit facility. The maximum commitment under this credit facility may be further increased by $375 million, generally by mutual agreement of the lenders and the Company, subject to certain customary conditions. Funds drawn from this facility may be used by the Company to refinance existing debt, for working capital or other general corporate purposes, and for funding acquisitions. The lending commitments under the facility are scheduled to expire on May 6, 2026, at which time the Company will be required to pay in full all obligations then outstanding. As of January 28, 2024, the Company had no outstanding draws from this facility.

Debt Covenants
The Company's debt and credit agreements contain customary terms and conditions including representations, warranties, and covenants. These debt covenants limit the ability of the Company to, among other things, incur debt for borrowed money secured by certain liens, engage in certain sale and leaseback transactions, and require maintenance of certain consolidated leverage ratios. As of January 28, 2024, the Company was in compliance with all covenants and expects to maintain compliance in the future.

Cash Held by International Subsidiaries
As of January 28, 2024, the Company had $190 million of cash and cash equivalents held by international subsidiaries. The Company maintains all undistributed earnings as permanently reinvested. The Company evaluates the balance and uses of cash held internationally based on the needs of the business.

Share Repurchases
The Company is authorized to repurchase 3,677,494 shares of common stock as part of an existing plan approved by the Company's Board of Directors. During the first quarter of fiscal 2024, the Company did not repurchase any shares of stock. The Company continues to evaluate share repurchases as part of its capital allocation strategy.

Commitments
There have been no material changes to the information regarding the Company's future contractual financial obligations previously disclosed in the Company's Annual Report on Form 10-K for the fiscal year ended October 29, 2023.

TRADEMARKS

References to the Company's brands or products in italics within this report represent valuable trademarks owned or licensed by Hormel Foods, LLC or other subsidiaries of Hormel Foods Corporation.

CRITICAL ACCOUNTING ESTIMATES

Management's discussion and analysis of financial condition and results of operations is based upon the Company's consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires the Company to make estimates, judgments, and assumptions that can have a meaningful effect on the reporting of consolidated financial statements. The significant accounting policies used in preparing these Consolidated Financial Statements are consistent with those described in Note A - Summary of Significant Accounting Policies of the Notes to the Consolidated Financial Statements in the Form 10-K.

Critical accounting estimates are defined as those reflective of significant judgments, estimates, and uncertainties, which may result in materially different results under different assumptions and conditions. There have been no material changes in the Company's Critical Accounting Estimates as disclosed in its Annual Report on Form 10-K for the fiscal year ended October 29, 2023.

FORWARD-LOOKING STATEMENTS

This report contains “forward-looking” information within the meaning of the federal securities laws. The “forward-looking” information may include statements concerning the Company's outlook for the future as well as other statements of beliefs, future plans, strategies, or anticipated events and similar expressions concerning matters that are not historical facts.

The Private Securities Litigation Reform Act of 1995 (the Reform Act) provides a “safe harbor” for forward-looking statements to encourage companies to provide prospective information. The Company is filing this cautionary statement in connection with the Reform Act. When used in this Quarterly Report on Form 10-Q, the Company's Annual Report to Stockholders, other filings by the Company with the Securities and Exchange Commission, the Company's press releases, and oral statements made by the Company's representatives, the words or phrases “should result,” “believe,” “intend,” “plan,” “are expected to,” “targeted,” “will continue,” “will approximate,” “is anticipated,” “estimate,” “project,” or similar expressions are intended to identify forward-looking statements within the meaning of the Reform Act. Such statements are subject to certain risks and uncertainties that could cause actual results to differ materially from historical earnings and those anticipated or projected.

In connection with the “safe harbor” provisions of the Reform Act, the Company is identifying risk factors that could affect financial performance and cause the Company's actual results to differ materially from opinions or statements expressed with respect to future periods. The discussions of risk factors in the Company's most recent Annual Report on Form 10-K and in Part II, Item 1A of this Quarterly Report on Form 10-Q contain certain cautionary statements regarding the Company's business, which should be considered by investors and others. Such risk factors should be considered in conjunction with any discussions of operations or results by the Company or its representatives, including any forward-looking discussion, as well as comments contained in press releases, presentations to securities analysts or investors, or other communications by the Company.

In making these statements, the Company is not undertaking, and specifically declines to undertake, any obligation to address or update each or any factor in future filings or communications regarding the Company's business or results, and is not undertaking to address how any of these factors may have caused changes to discussions or information contained in previous filings or communications. Though the Company has attempted to list comprehensively these important cautionary risk factors, the Company wishes to caution investors and others that other factors may in the future prove to be important in affecting the Company's business or results of operations.

The Company cautions readers not to place undue reliance on forward-looking statements, which represent current views as of the date made. Forward-looking statements are inherently at risk to changes in the national and worldwide economic environment, which could include, among other things, risks related to the deterioration of economic conditions; risks associated with acquisitions, joint ventures, equity investments, and divestitures; potential disruption of operations, including at co-manufacturers, suppliers, logistics providers, customers, or other third-party service providers; failure to realize anticipated cost savings or operating efficiencies associated with strategic initiatives; risk of loss of a material contract; the Company's inability to protect information technology systems against, or effectively respond to, cyber attacks or security breaches; deterioration of labor relations, labor availability or increases to labor costs; general risks of the food industry, including food contamination; outbreaks of disease among livestock and poultry flocks; fluctuations in commodity prices and availability of raw materials and other inputs; fluctuations in market demand for the Company's products; damage to the Company's reputation or brand image; climate change, or legal, regulatory, or market measures to address climate change; risks of litigation; potential sanctions and compliance costs arising from government regulation; compliance with stringent environmental regulations and potential environmental litigation; and risks arising from the Company's foreign operations.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company is exposed to various forms of market risk as a part of its ongoing business practices. The Company utilizes derivative instruments to mitigate earnings fluctuations due to market volatility.

Commodity Price Risk: The Company is subject to commodity price risk primarily through grain, lean hog, natural gas, and diesel fuel markets. To reduce these exposures and offset the fluctuations caused by changes in market conditions, the Company employs hedging programs. These programs utilize futures, swaps, and options contracts and are accounted for as cash flow hedges. The fair value of the Company's cash flow commodity contracts as of January 28, 2024 was $(10.5) million, compared to $(17.1) million as of October 29, 2023. The Company measures its market risk exposure on its cash flow commodity contracts using a sensitivity analysis, which considers a hypothetical 10 percent change in the market prices. A 10 percent decrease in the market price would have negatively impacted the fair value of the Company's cash flow commodity contracts as of January 28, 2024 by $25.4 million, which in turn would lower the Company's future cost on purchased commodities by a similar amount.

Interest Rate Risk: The Company is subject to interest rate risk primarily from changes in fair value of long-term fixed rate debt. As of January 28, 2024, the Company’s long-term debt had a fair value of $2.8 billion compared to $2.7 billion as of October 29, 2023. The Company measures its market risk exposure of long-term fixed rate debt using a sensitivity analysis, which considers a 10 percent change in interest rates. A 10 percent decrease in interest rates would have positively impacted the fair value of the Company’s long-term debt as of January 28, 2024 by $76.9 million. A 10 percent increase would have negatively impacted the long-term debt by $71.6 million.

Foreign Currency Exchange Rate Risk: The fair values of certain assets are subject to fluctuations in foreign currency exchange rates. The Company's net asset position in foreign currencies as of January 28, 2024 and October 29, 2023 was $1.1 billion, with most of the exposure existing in Indonesian rupiah, Chinese yuan, and Brazilian real. The Company currently does not use market risk sensitive instruments to manage this risk.

Investment Risk: The Company has corporate-owned life insurance policies classified as trading securities as part of a rabbi trust to fund certain supplemental executive retirement plans and deferred income plans. As of January 28, 2024, the balance of these securities totaled $199.7 million compared to $188.2 million as of October 29, 2023. The rabbi trust is invested primarily in fixed income funds. The Company is subject to market risk due to fluctuations in the value of the remaining investments as unrealized gains and losses associated with these securities are included in the Company’s net earnings on a mark-to-market basis. A 10 percent decline in the value of the investments not held in fixed income funds would have negatively impacted the Company’s pretax earnings by approximately $8.9 million, while a 10 percent increase in value would have a positive impact of the same amount.

Item 4. CONTROLS AND PROCEDURES

(a) Disclosure Controls and Procedures.

As of the end of the period covered by this report (the Evaluation Date), the Company carried out an evaluation, under the supervision and with the participation of management, including the Chief Executive Officer and the Chief Financial Officer, of the effectiveness of the design and operation of its disclosure controls and procedures (as defined in Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended (the Exchange Act)). In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. Based on that evaluation, the Company’s Chief Executive Officer and Chief Financial Officer concluded that, as of the Evaluation Date, the Company’s disclosure controls and procedures were effective to provide reasonable assurance that information the Company is required to disclose in reports it files or submits under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the Securities and Exchange Commission rules and forms, and that such information is accumulated and communicated to the Company’s management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

(b) Internal Controls.

There were no changes in the Company’s internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) through the first quarter of fiscal 2024 that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS

Information regarding legal proceedings is available in Note I - Commitments and Contingencies of the Notes to the Consolidated Financial Statements.

Item 1A. RISK FACTORS

The Company's business, operations, and financial condition are subject to various risks and uncertainties. There have been no material changes to the risk factors previously disclosed in Part I, Item 1A. Risk Factors in the Company's Annual Report on Form 10-K for the fiscal year ended October 29, 2023.

Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

There were no issuer purchases of equity securities in the quarter ended January 28, 2024. On January 29, 2013, the Company's Board of Directors authorized the repurchase of 10,000,000 shares of its common stock with no expiration date. On January 26, 2016, the Board of Directors approved a two-for-one split of the Company's common stock to be effective January 27, 2016. As part of the stock split resolution, the number of shares remaining to be repurchased was adjusted proportionately. The maximum number of shares that may yet be purchased under the repurchase plans or programs as of January 28, 2024, is 3,677,494.

Item 3. DEFAULTS UPON SENIOR SECURITIES

None.

Item 4. MINE SAFETY DISCLOSURES

None.

Item 5. OTHER INFORMATION

During the fiscal quarter ended January 28, 2024, no director or officer of the Company adopted or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement,” as the terms are defined in Item 408(a) of Regulation S-K.

Item 6. EXHIBITS

3.1	Restated Certificate of Incorporation of Hormel Foods Corporation, as restated January 31, 2024.
10.1	Hormel Foods Corporation Long-Term Incentive Plan Award Agreement Under the 2018 Incentive Compensation Plan.
10.2	Hormel Foods Corporation Stock Option Agreement Under the 2018 Incentive Compensation Plan.
10.3	Hormel Foods Corporation Restricted Stock Unit Agreement Under the 2018 Incentive Compensation Plan.
31.1	Certification Required Under Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification Required Under Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification Pursuant to 18 U.S.C. Section 1350 as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following financial statements from the Company's Quarterly Report on Form 10-Q for the quarter ended January 28, 2024, formatted in Inline XBRL: (i) Consolidated Statements of Operations, (ii) Consolidated Statements of Comprehensive Income, (iii) Consolidated Condensed Statements of Financial Position, (iv) Consolidated Statements of Changes in Shareholders' Investment, (v) Consolidated Condensed Statements of Cash Flows, and (vi) Notes to the Consolidated Financial Statements.
104	The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended January 28, 2024, formatted in Inline XBRL (included as Exhibit 101).

SIGNATURES

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

HORMEL FOODS CORPORATION
(Registrant)

Date: February 29, 2024	By:	/s/ JACINTH C. SMILEY JACINTH C. SMILEY Executive Vice President and Chief Financial Officer (Principal Financial Officer)
Date: February 29, 2024	By:	/s/ PAUL R. KUEHNEMAN PAUL R. KUEHNEMAN Vice President and Controller (Principal Accounting Officer)

RESTATED
CERTIFICATE OF INCORPORATION
OF
HORMEL FOODS CORPORATION

Hormel Foods Corporation (the “Corporation”), a corporation organized and existing under and by virtue of the provisions of the Delaware General Corporation Law, hereby certifies as follows:

1. The name of the Corporation is Hormel Foods Corporation, and the Corporation’s original Certificate of Incorporation was filed with the Secretary of State on September 20, 1928, under the name Geo. A. Hormel & Company.

2. Except to the extent expressly permitted by Section 245(c) of the Delaware General Corporation Law, this Restated Certificate of Incorporation restates the Corporation’s Certificate of Incorporation, as heretofore amended, in its entirety and only restates and integrates, and does not further amend, the Corporation’s Restated Certificate of Incorporation, as heretofore amended, and there is no discrepancy between those provisions and the provisions of this Restated Certificate of Incorporation.

3. This Restated Certificate of Incorporation was duly adopted by the Corporation’s Board of Directors in accordance with Section 245 of the Delaware General Corporation Law.

4. The text of the Restated Certificate of Incorporation of the Corporation (as restated, this “Certificate of Incorporation”) is hereby restated in its entirety to read as follows:

FIRST: The name of this corporation is HORMEL FOODS CORPORATION.

SECOND: Its registered office in the State of Delaware is located at 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name and address of its registered agent is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801.

THIRD: The nature of the business, or objects or purposes to be transacted, promoted or carried on are to do any or all of the things herein mentioned as fully and to the same extent as natural persons might or could do, and in any part of the world, viz:

(a) To manufacture, buy and in any manner acquire and to prepare for market and import, export, sell and deal in, both at wholesale and retail and on its own account and on commission, all kinds of meats and meat products and all kinds of food and food products, and in connection therewith to carry on the business of slaughtering livestock and poultry and to deal in and with all kinds of products and by-products arising therefrom; to own and operate packing houses and canning establishments and to market, sell and deal in and with all articles produced or handled in connection therewith; to acquire by purchase or lease and to sell, mortgage, own, manage and operate such real estate and such personal property as may be necessary or convenient in the conduct of its business; to manufacture ice and to operate refrigeration plants, to own and operate refrigerator and other cars, either as owner or lessee, and generally to do all those things which are incidental to the aforesaid business.

(b) To buy, or otherwise acquire, sell, lease, mortgage, own, manage, and operate farms and plantations; to deal in the products thereof; and to transact all business incidental or appurtenant thereto.

(c) To manufacture, purchase, or otherwise acquire, to hold, own, mortgage, pledge, sell, assign, and transfer, or otherwise dispose of, to invest, trade in, deal in and deal with goods, wares, and merchandise and property of every class and description.

(d) To acquire, by purchase or otherwise, to own, hold, buy, sell, convey, lease, mortgage or otherwise encumber real estate or other property, personal or mixed.

(e) To acquire the good will, trademarks, rights and property, and to undertake the whole or any part of the business or liabilities of any person, firm, association or corporation; and to pay for the same in cash, the stock of this corporation, bonds, debentures, promissory notes, or otherwise; and to hold or in any manner to dispose of the whole or any part of the property so purchased; to conduct in any lawful manner the whole or any part of the business so acquired; and to exercise all the powers necessary or convenient in and about the conduct and management of such business.

(f) To apply for, obtain, register, lease, purchase, or otherwise to acquire, and to hold, use, own, operate and introduce, and to sell, assign, or otherwise dispose of, any trademarks, trade names, patents, inventions, improvements and processes used in connection with or secured under Letter Patent of the United States, or elsewhere, or otherwise: and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account, any such trademarks, patents, licenses, processes and the like or any such property or rights.

(g) To enter into, perform and carry out contract of every kind with any person, firm, association or corporation, and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants, bonds, debentures and other negotiable or transferable instruments for any of the objects or purposes of the corporation, and to secure the same by mortgage, pledge, deed of trust, or otherwise.

(h) To hold, purchase or otherwise acquire, to sell, assign, transfer, mortgage, pledge or otherwise dispose of, shares of the capital stock and bonds, debentures or other evidences of indebtedness created by any other corporation or corporations, and, while the holder thereof, to exercise all the rights and privileges of ownership, including the right to vote thereon.

(i) To purchase, hold, sell and transfer shares of its own capital stock; provided that the corporation shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital, and that shares of its own capital stock belonging to the corporation shall not be voted upon, directly or indirectly.

(j) To negotiate policies of insurance, for its own benefit or for the benefit of others, upon the life or lives of any one or more of its officers or employees and to pay the premiums thereon; to cause or permit itself to be made the beneficiary of existing policies of insurance on the life or lives of any one or more of its officers or employees and thereafter to pay the premiums thereon; to cause other persons to be made the beneficiaries of existing policies of insurance on the life or lives of any one or more of its officers or employees and thereafter to pay the premiums thereon; and to pay the premiums on existing policies of insurance, on the life or lives of any one or more of its officers or employees, in which either this corporation or any other person or persons is or are named as beneficiary or beneficiaries.

(k) To do any and all things set forth herein as objects, purposes, powers or otherwise, and to do all other things which corporations organized under the laws of the State of Delaware may do, to the same extent and as fully as natural persons might do, so far as may be permitted by law; provided, however, that nothing herein contained shall be deemed to authorize this corporation to construct, hold, maintain or operate within the State of Delaware railroads, railways, telegraph or telephone lines, or to carry on within said State any public utility business.

(l) In general, to carry on any other business in connection with the foregoing, and to have and to exercise all the powers conferred, now or hereafter, by the laws of Delaware upon this corporation. The foregoing clauses shall be construed both as objects and powers; and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of this corporation.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 2,160,000,000 shares, divided into three classes consisting of 1,600,000,000 shares of Common Stock, par value $.01465 per share ("Common Stock"), 400,000,000 shares of Nonvoting Common Stock, par value $.01 per share ("Nonvoting Common Stock") and 160,000,000 shares of Preferred Stock, par value $.01 per share ("Preferred Stock").

Section A. Preferred Stock.

The Board of Directors is authorized at any time and from time to time, subject to any limitations prescribed by law, to provide for the issuance of the shares of Preferred Stock in one or more series, and by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and any qualifications, limitations or restrictions thereof. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the Common Stock, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to the certificate or certificates establishing the series of Preferred Stock.

Section B. Common Stock.

1. Voting rights.

Each holder of record of Common Stock shall he entitled to one (1) vote on all matters for each share of Common Stock owned of record by such holder.

2. Dividends.

Subject to the rights of the holders of Preferred Stock and any other class or series of stock having a preference as to dividends over the Common Stock then outstanding, the holders of the Common Stock shall be entitled to receive, to the extent permitted by law, such dividends as may be declared from time to time by the Board of Directors, provided, however, that:

(a) No cash dividend or other distribution of assets, rights, evidence of indebtedness or any other property shall be declared, paid or made to the holders of Common Stock unless a cash dividend or other such distribution in like kind and equal per-share amount is simultaneously declared, paid or made to the holders of the Nonvoting Common Stock; and that

(b) Stock dividends declared on the Common Stock shall be payable solely in shares of Common Stock. No stock dividend shall be declared or paid on the Common Stock unless a stock dividend payable in shares of Nonvoting Common Stock, proportionate on a per-share basis to the dividend on the Common Stock, is simultaneously declared and paid on the Nonvoting Common Stock.

3. Liquidation.

In the event of the voluntary or involuntary liquidation, dissolution, distribution of assets or winding-up of the Corporation, after distribution in full of the preferential amounts, if any, to be distributed to the holders of shares of the Preferred Stock and any other class or series of stock having a preference as to liquidating distributions over the Common Stock, the holders of the Common Stock shall be entitled to share ratably on a per-share basis with the holders of the Nonvoting Common Stock as a single class in all of the remaining assets of the Corporation of whatever kind available for distribution to stockholders. A consolidation or merger of the Corporation with and into any other corporation or corporations shall not be deemed to be a liquidation, dissolution, or winding-up of the Corporation as those terms are used in this paragraph 3.

Section C. Nonvoting Common Stock.

1. Voting Rights.

Except as otherwise required by law or provided in this Certificate of Incorporation, the holders of shares of Nonvoting Common Stock shall have no vote on any matter.

2. Dividends.

Subject to the rights of the holders of Preferred Stock and any other class or series of stock having a preference as to dividends over the Nonvoting Common Stock then outstanding, the holders of the Nonvoting Common Stock shall be entitled to receive, to the extent permitted by law, such dividends as may be declared from time to time by the Board of Directors, provided, however, that:

(a) No cash dividend or other distribution of assets, rights, evidence of indebtedness or any other property shall be declared, paid or made to the holders of the Nonvoting Common Stock unless a cash dividend or other such distribution in like kind and equal per-share amount is simultaneously declared, paid or made to the holders of Common Stock; and that

(b) Stock dividends declared on the Nonvoting Common Stock shall be payable solely in shares of Nonvoting Common Stock. No stock dividend shall be declared or paid on the Nonvoting Common Stock unless a stock dividend payable in shares of Common Stock, proportionate on a per-share basis to the dividend on the Nonvoting Common Stock, is simultaneously declared and paid on the Common Stock.

3. Liquidation.

In the event of the voluntary or involuntary liquidation, dissolution, distribution of assets or winding-up of the Corporation, after distribution in full of the preferential amounts, if any, to be distributed to the holders of shares of the Preferred Stock and any other class or series of stock having a preference as to liquidating distributions over the Nonvoting Common Stock, the holders of the Nonvoting Common Stock shall be entitled to share ratably on a per-share basis with the holders of the Common Stock as a single class in all of the remaining assets of the Corporation of whatever kind available for distribution to stockholders. A consolidation or merger of the Corporation with and into any other corporation or corporations shall not be deemed to be a liquidation, dissolution, or winding-up of the Corporation as those terms are used in this paragraph 3.

FIFTH: The corporation is to have perpetual existence.

SIXTH: The private property of the stockholders of the corporation shall not be subject to the payment of corporate debts of the corporation to any extent whatever.

SEVENTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code, or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said Court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall. if sanctioned by the Court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

EIGHTH: In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

(a) To make, alter, amend and rescind the Bylaws of this corporation;

(b) From time to time to determine whether and to what extent and at which times and places and under what conditions and regulations, the accounts and books of this corporation (other than the stock ledger) or any of them, shall be open to inspection of stockholders; and no stockholder shall have any right of inspecting any account, book, or document of this corporation except as conferred by statute, unless authorized by a resolution of stockholders or directors;

(c) To fix the amount to be reserved as working capital; to authorize and cause to be executed mortgages and liens upon the real and personal property and franchises of this corporation;

(d) By resolution or resolutions passed by a majority of the whole Board, to designate one or more committees, each committee to consist of two or more of the directors of the corporation, which, to the extent provided in said resolution or resolutions, or in the Bylaws of the corporation shall have and may exercise the powers of the Board of Directors in the management of the business and the affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the Bylaws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

Both stockholders and directors shall have the power, if the Bylaws so provide, to hold their meetings either within or without the State of Delaware; the corporation shall also have the power, if the Bylaws so provide, to have one or more offices within or without the State of Delaware, in addition to the principal office in Delaware, and to keep the books of this corporation (subject to the provisions of the statute) outside of the State of Delaware at such places as may from time to time be designated by the Board of Directors.

This corporation may in its Bylaws confer powers additional to the foregoing upon the directors and may also confer upon them powers in addition to the powers and authorities expressly conferred upon them by the statute.

NINTH: Except as otherwise expressly provided in this Article NINTH:

(i) any merger or consolidation of the corporation with or into any other corporation;

(ii) any sale, lease, exchange or other disposition of all or substantially all of the assets of the corporation to or with any other corporation, person or other entity;

(iii) the issuance or transfer of any securities of the corporation to any other corporation, person or other entity in exchange for assets or securities or a combination thereof (except assets or securities or a combination thereof so acquired in a single transaction or a series of related transactions having an aggregate fair market value of less than $5,000,000); or

(iv) the issuance or transfer of any securities of the corporation to any other corporation, person or other entity for cash,

shall require the affirmative vote of the holders of

(a) at least 75% of the outstanding shares of capital stock of the corporation entitled to vote generally in the election of directors, (considered for the purposes of this Article as one class), and

(b) at least a majority of the outstanding shares of capital stock of the corporation entitled to vote generally in the election of directors which are not beneficially owned, directly or indirectly, by such other corporation, person or other entity,

if, as of the record date for the determination of stockholders entitled to notice thereof and to vote thereon, such other corporation, person or other entity is the beneficial owner, directly or indirectly, of 5% or more of the outstanding shares of capital stock of the corporation entitled to vote generally in the election of directors. Such affirmative vote shall be required notwithstanding the fact that no vote may be required, or that some lesser percentage may be specified by law or in any agreement with any national securities exchange.

The provisions of this Article NINTH shall not apply to any transaction described in clauses (i), (ii), (iii) or (iv) of the first paragraph of this Article, (i) with another corporation if a majority, by vote, of the outstanding shares of all classes of capital stock of such other corporation entitled to vote generally in the election of directors, (considered for this purpose as one class), is owned of record or beneficially by the corporation and/or its subsidiaries; or (ii) with another corporation, person or other entity if the Board of Directors of the corporation shall by resolution have approved a memorandum of understanding with such other corporation, person or other entity with respect to and substantially consistent with such transaction prior to the time such other corporation, person or other entity became the beneficial owner, directly or indirectly, of 5% or more of the outstanding shares of capital stock of the corporation entitled to vote generally in the election of directors.

For the purposes of this Article NINTH, a corporation, person or other entity shall be deemed to be the beneficial owner of any shares of capital stock of the corporation (i) which it has the right to acquire pursuant to any agreement, or upon exercise of conversion rights, warrants or options, or otherwise, or (ii) which are beneficially owned, directly or indirectly (including shares deemed owned through application of clause (i) of this paragraph above), by any other corporation, person or other entity (a) with which it or its "affiliate" or "associate" (as referenced below) has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of capital stock of the corporation or (b) which is its "affiliate" or "associate" as those terms were defined in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934 as in effect on December 1, 1979. For the purposes of this Article NINTH, the outstanding shares of capital stock of the corporation shall include shares deemed owned through the application of clauses (i) and (ii) of this paragraph but shall not include any other shares which may be issuable pursuant to any agreement, or upon exercise of conversion rights, warrants or options, or otherwise.

The Board of Directors of the corporation shall have the power and duty to determine for the purposes of this Article NINTH, on the basis of information then known to it, whether (i) any corporation, person or other entity beneficially owns, directly or indirectly, 5% or more of the outstanding shares of capital stock of the corporation entitled to vote generally in the election of directors, or is an "affiliate" or an "associate" (as referenced above) of another, (ii) any proposed sale, lease, exchange or other disposition of part of the assets of the corporation involves a substantial part of the assets of the corporation, (iii) assets or securities, or a combination thereof, to be acquired in exchange for securities of the corporation, have an aggregate fair market value of less than $5,000,000 and whether the same are proposed to be acquired in a single transaction or a series of related transactions, and (iv) the memorandum of understanding referred to above is substantially consistent with the transaction to which it relates. Any such determination by the Board shall be conclusive and binding for all purposes of this Article NINTH.

Notwithstanding any other provision of this Certificate of Incorporation or the Bylaws (and in addition to any other vote that may be required by law, this Certificate of Incorporation or the Bylaws), there shall be required to amend, alter, change, or repeal, directly or indirectly, this Article NINTH the affirmative vote of (i) at least 75% of the outstanding shares of capital stock of the corporation entitled to vote generally in the election of directors and (ii) at least a majority of the outstanding shares of capital stock of the corporation entitled to vote generally in the election of directors exclusive of all voting stock of the corporation beneficially owned, directly or indirectly by any corporation, person or entity which is, as of the record date for the determination of stockholders entitled to notice of such amendment, alteration, change or repeal, and to vote thereon, the beneficial owner, directly or indirectly, of 5% or more of the outstanding shares of capital stock of the corporation entitled to vote generally in the election of directors.

TENTH: Except as otherwise provided in the Certificate of Incorporation or the Bylaws, the corporation reserves the right to amend, alter, change or repeal any provision contained in this Agreement of Merger which constitutes the Certificate of Incorporation, as amended, of the corporation in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ELEVENTH: A director or an officer of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages or breach of fiduciary duty as a director or an officer, except for liability (i) for any breach of the director's or officer’s duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, (iv) for any transaction from which the director or officer derived any improper personal benefit, or (v) in the case of an officer, in any action by or in the right of the Corporation. If the Delaware General Corporation law is amended after approval by the stockholders of this provision to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or an officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation law, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director or an officer of the Corporation existing at the time of such repeal or modification.

IN WITNESS WHEREOF, the undersigned has duly executed this Restated Certificate of Incorporation on this 31st day of January, 2024.

By:	/s/ Brian D. Johnson
Name:	Brian D. Johnson
Title:	Vice President and Corporate Secretary

HORMEL FOODS CORPORATION

Long-Term Incentive Plan Award Agreement
Under the 2018 Incentive Compensation Plan

Hormel Foods Corporation (the "Company"), pursuant to its 2018 Incentive Compensation Plan (the "Plan"), hereby grants a long-term incentive plan performance-based Award (the "LTIP Award") under the Plan to you, the Participant named below. The terms and conditions of the LTIP Award are set forth in this Agreement, consisting of this cover page and the LTIP Award Terms and Conditions on the following pages, and in the Plan document, a copy of which has been provided to you. Any capitalized term that is not defined in this Agreement shall have the meaning set forth in the Plan as it currently exists or as it is amended in the future.

Name of Participant: ________________________	
Target Award: $ ________________	Grant Date: November 20, 2023
Performance Period: one or more of the performance periods set forth in the exhibits to this Agreement describing the performance metrics applicable to this LTIP Award (each performance period, respectively, is an "Applicable Performance Period").	
Last Day of Performance Period: October 25, 2026	
Proportion of Award Based on Each Performance Metric:	
Performance Metric	**Weighting**
rTSR (Exhibit A)	50%
Organic Net Sales Growth (Exhibit B)	25%
ROIC (Exhibit C)	25%

By signing below or otherwise evidencing your acceptance of this Agreement in a manner approved by the Company, you agree to all of the terms and conditions contained in this Agreement and in the Plan document. You acknowledge that you have received and reviewed these documents and that they set forth the entire agreement between you and the Company regarding this LTIP Award.

PARTICIPANT HORMEL FOODS CORPORATION

__ By: /s/ James P. Snee____________________
Name: James P. Snee
Title: Chairman of the Board, President and CEO

HORMEL FOODS CORPORATION
2018 Incentive Compensation Plan
Long-Term Incentive Plan Award Agreement

LTIP Award Terms and Conditions

1. **LTIP Award**.

(a) The Company hereby grants to the Participant the LTIP Award, which represents a Cash Incentive Award and the opportunity to receive cash as determined under the Plan, upon the achievement of the Performance Goals described in the attachments hereto.

(b) The LTIP Award granted to the Participant shall achieve value and generate a cash payment upon the achievement of the Performance Goals (the "Performance Goals") set forth in one or more of the exhibits to this Agreement describing the performance metrics for the Applicable Performance Periods specified in each respective attachment. The specific LTIP amount payable to Participant with respect to this Award is based on the percentage of the Target Award set forth on the cover page of this Agreement achieved based on attainment of Performance Goals, proportionately for each Award metric, as weighted on the cover page.

(c) The Committee will determine the level of achievement of each Performance Goal, and the amount of the corresponding payment for the LTIP Award (if any), following the Last Day of the Applicable Performance Period

2. **Payment of LTIP Award.** Payment of the LTIP Award shall be made solely in cash, no later than the end of the calendar year in which the Applicable Performance Period ends, subject to any deferred compensation election which may be permitted pursuant to the Company's executive deferred income plan.

3. **Discretionary Reduction**. The Committee shall retain sole and full discretion to reduce, in whole or in part, the amount of any cash payment otherwise payable to Participant under the LTIP Award, including, without limitation, a reduction of all amounts to be paid hereunder in the event the Company suffers a serious earnings decline at the time such amounts are payable, making the reduction of such amounts advisable in view of the financial circumstances of the Company.

4. **Termination of Employment**.

(a) If the Participant's employment is terminated during the Performance Period for any reason other than Disability, Qualified Retirement (as defined below) or death, the Participant shall forfeit all rights under the LTIP Award. As used herein, "Qualified Retirement" means any termination of your Service, other than for Cause, occurring at or after age 60 with five (5) years or more of continuous service to the Company and its Affiliates, or at or after age 55 with fifteen (15) years or more of continuous service to the Company and its Affiliates.

(b) If the Participant's employment is terminated during the Performance Period as a result of Disability or Qualified Retirement, the Participant or the Participant's beneficiary or estate shall receive a cash settlement after the Last Day of the Performance Period and all performance calculations have been made. Such settlement shall be computed by (i) determining the amount that would have been earned over the entire Applicable Performance Period if the Participant's employment had continued through the Last Day of the Performance Period; and (ii) multiplying the amount in (i) above by a fraction, the numerator of which is the number of days in each Applicable Performance Period that the Participant was an employee of the Company or its subsidiaries and the denominator of which is the number of days comprising the Applicable Performance Period (the "Service Fraction").

(c) If the Participant's employment is terminated during the Performance Period as a result of death, the Participant's beneficiary or, if applicable, heirs, shall receive a cash settlement as soon as practicable after the date of the Participant's death. Such settlement shall be computed by multiplying the Target Award times the Service Fraction. Unless the Participant has delivered to the Company a beneficiary designation in a form acceptable to the Company, the cash settlement shall be made according to the laws of descent and distribution upon the death of the Participant.

5. **Change in Control.** Upon the occurrence of a Change in Control, as defined in the Plan, the Last Day of the Performance Period shall be deemed to have occurred on the date of such Change in Control, and payment will be made as though the full Performance Period has been completed, without proration. In calculating such payment, the Organic Net Sales Growth and ROIC metrics shall be determined using the then available financial information in a manner approved by the Committee.

6. **Governing Plan Document**. This Agreement and the LTIP Award are subject to all the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan will govern.

7. **Choice of Law**. This Agreement will be interpreted and enforced under the laws of the state of Delaware (without regard to its conflicts or choice of law principles).

8. **Binding Effect**. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

9. **Compensation Recovery Policy; Cancellation and Recission**.

(a) You agree that (i) during the period of your Service with the Company or any of its Affiliates and (ii) for purposes of clauses (A) and (B) below only, for the one-year period immediately following termination of such Service for any reason, you will not (A) materially breach the Company's Code of Ethical Business Conduct, (B) breach any nondisclosure or similar obligation owed to the Company or any Affiliate or (C) render services for any organization or engage directly or indirectly in any business which, in the judgment of the chief executive officer of the Company or other senior officer designated by the Committee, is or becomes competitive with the Company, or which organization or business, or the rendering of services to such organization or business, is or becomes otherwise prejudicial to or in conflict with the interests of the Company.

(b) Failure to comply with the provisions of Section 9(a) shall cause the LTIP Award to be canceled. Any failure to comply with the provisions of Section 9(a) occurring within a one year period after any payment pursuant to the LTIP Award shall cause such payment to be rescinded. The Company shall notify you in writing of any such rescission. Within ten days after receiving such notice from the Company, you shall pay to the Company the amount of any rescinded payment received pursuant to the LTIP Award.

(c) Additionally, the LTIP Award and any compensation associated herewith is subject to reduction, cancellation, forfeiture or recovery by the Company or other action pursuant to the compensation recovery policy or policies adopted by the Board or the Committee at any time, including but not limited to a policy adopted in response to the requirements of Section 10D of the Exchange Act, U.S. Securities and Exchange Commission ("SEC") regulations, exchange listing requirements, and any implementing rules and regulations thereunder, as in effect from time to time, or as otherwise required by a stock exchange or law. The LTIP Award is hereby unilaterally amended by the Committee to comply with any such compensation recovery policy or policies in effect from time to time.

10. **Electronic Delivery and Acceptance**. The Company may deliver any documents related to the LTIP Award by electronic means and request your acceptance of this Agreement by electronic means. You hereby consent to receive all applicable documentation by electronic delivery and to participate in the Plan through an on-line (and/or voice activated) system established and maintained by the Company or the Company's third-party plan administrator.

By signing the cover page of this Agreement or otherwise accepting this Agreement in a manner approved by the Company, you agree to all the terms and conditions described above and in the Plan document.

Exhibit A
Relative TSR Metric

Applicable Performance Period: June 16, 2023 (the "Start Date") until October 25, 2026

Percentage Weight of rTSR Metric: 50%

The Company will be ranked among the Peer Group companies according to Total Shareholder Return during the Applicable Performance Period. The Committee will apply the Company's ranking to determine what percentage of the Target Award specified in each Participant's individual LTIP Award for the rTSR metric shall be paid to such Participant, in the manner specified below, subject to the maximum amount which can be earned by any Participant under the Plan.

Definitions:

"Fair Market Value" shall be (a) the average of the closing price of a company's voting common stock on the New York Stock Exchange, the NYSE American Exchange or the Nasdaq Stock Market, during the ten-trading-period beginning on the Applicable Performance Period Start Date and during the ten-trading-period immediately preceding the end of the Performance Period, or (b) if the voting common stock is not listed on an exchange, but is quoted on Nasdaq National Market System, the average of the closing price (or if closing prices are not available, then the average of the highest bid and lowest asked prices) on each of the ten trading days beginning on the Applicable Performance Period Start Date and for each of the ten trading days immediately preceding the end of the Applicable Performance Period.

"Peer Group" means the following twenty (20) companies selected by the Committee:

Campbell Soup Company	Hain Celestial Group, Inc.	PepsiCo Inc.
Clorox Company	Hershey Company	Pilgrim's Pride Corp.
Coca-Cola Company	J.M. Smucker Company	Post Holdings, Inc.
ConAgra Foods, Inc.	Kellogg Company	Seaboard Corporation
Flowers Foods, Inc.	Kraft Heinz Company	Treehouse Foods Inc.
Fresh Del Monte Produce Inc.	McCormick & Company, Inc.	Tyson Foods Inc.
General Mills, Inc.	Mondelez International Inc.	

With the exception of bankruptcy, in the event any Peer Group companies are not hereafter listed on the New York Stock Exchange, the NYSE American Exchange or the Nasdaq Stock Market, or quoted on Nasdaq's National Market System during the Applicable Performance Period, such companies will drop out of the Peer Group, and the size of the Peer Group shall be reduced accordingly.

"Total Shareholder Return" or "TSR" is calculated as follows for each company remaining in the Peer Group and for the Company. The Fair Market Value of a share of voting common stock shall be determined for each Peer Group company and the Company at the Applicable Performance Period Start Date (the "Beginning Value"). During the Applicable Performance Period each dividend paid by any Peer Group company and the Company shall be deemed invested in that company's voting common stock at the closing price of such stock on the date the dividend was paid. At the end of the Applicable Performance Period, the Fair Market Value of a share of voting common stock plus the fair market value of any additional whole or fractional share of voting common stock deemed purchased with dividends shall be determined for each remaining Peer Group company and the Company (the "Ending Value"). In the event of stock splits or other recapitalizations (excepting stock repurchases or issuances of new stock for acquisitions), the Committee shall make such adjustment as it deems appropriate to maintain comparability between the Beginning Value and Ending Value. The percentage increase (or decrease) of Ending Value compared to Beginning Value is the Total Shareholder Return.

Determination of Payout:

The Committee shall determine Fair Market Value of a share of the voting common stock of each company in the Peer Group, and of the Company, as of the beginning and the end of the Applicable Performance Period. After the end of the Applicable Performance Period, the Committee shall calculate the Total Shareholder Return for each company remaining in the Peer Group and for the Company.

The percentage of the Target Award that you may achieve based on TSR growth relative to the Peer group over the Applicable Performance Period will be determined based on the Performance Goals as described below.

TSR Performance Goals:

	Percentile	% of Target Award
Below Threshold	0-25%	0%
Threshold	Above 25%	50%
Target	50%	100%
Excellence	90%	200%
Maximum	100%	300%

Notes:

1- Percentile is calculated by dividing the peer group rank by the total number of companies. The peer group rank is the number of positions from the bottom of the peer group (i.e., the company with the highest total shareholder return is ranked 25; the company with the lowest total shareholder return is ranked 1)

2- Linear interpolation is applied for performance that is at or above threshold and between the percentile points listed.

Exhibit B

Organic Net Sales Growth Metric

Applicable Performance Period: October 30, 2023 until October 25, 2026

Percentage Weight of Organic Net Sales Growth Metric: 25%

The Committee shall determine Organic Net Sales Growth for each fiscal year in the Applicable Performance Period. The percentage of the Target Award that you may achieve will be determined based on 3-year average of annual Organic Net Sales Growth during the Applicable Performance Period as compared to the Performance Goals as described below.

Definitions:

> "Organic Net Sales Growth" is the percentage year-over-year growth in "Net Sales" excluding the impact of acquisitions and divestitures, for each fiscal year during the Applicable Performance Period, and as detailed in the Company's financial statements filed with the SEC. If there is no impact of acquisitions or divestitures during the Applicable Performance Period, Organic Net Sales Growth is equivalent to the percentage growth in Net Sales, as detailed in the Company's financial statements filed with the SEC.
>
> In addition, the Committee may adjust Organic Net Sales Growth for: extraordinary, unusual, transition, one-time and/or non-recurring items as determined by the Committee from time to time.

Organic Net Sales Growth Performance Goals:

	Percentile	% of Target Award
Below Threshold	Below 0.5%	0%
Threshold	0.5%	50%
Target	2.5%	100%
Excellence	4.5%	200%
Maximum	5.5%	300%

Note: When Organic Net Sales Growth is at or above threshold, and between inflection points, linear interpolation will be used to determine the appropriate percentage of the Target Award.

Exhibit C

ROIC Metric

Applicable Performance Period: October 30, 2023 until October 25, 2026

Percentage Weight of ROIC Metric: 25%

The Committee shall determine the ROIC for the last fiscal year during the Applicable Performance Period, recognizing that business decisions made in the first two fiscal years of the Applicable Performance Period impact such ROIC. The percentage of the Target Award that you may achieve will be determined based on ROIC for the last fiscal year during the Applicable Performance Period as compared to the Performance Goals as described below.

Definitions:

The term "ROIC" or "Return on Invested Capital", means "Net Income" divided by "Invested Capital", where: (i) "Net Income" is total annual earnings after taxes, as detailed in the Company's financial statements filed with the SEC; and (ii) "Invested Capital" is the five-quarter average of "Total Debt" plus "Shareholder Investment", as detailed in the Company's financial statements filed with the SEC. The five quarters will be the 4th quarter of the year prior to the applicable fiscal year and the 1st quarter, 2nd quarter, 3rd quarter, and 4th quarter of the applicable fiscal year.

In addition, the Committee may adjust ROIC to exclude the impact of the following: (i) accretion expense; (ii) goodwill impairment; (iii) charges for reorganizing or restructuring; (iv) charges from asset write-downs; (v) acquisitions or divestitures; (vi) foreign exchange gains or losses; (vii) changes in accounting principles or tax laws, rules or regulations; and (viii) extraordinary, unusual, transition, one-time and/or non-recurring items as determined by the Committee from time to time.

ROIC Performance Goals:

	Percentile	% of Target Award
Below Threshold	Below 8%	0%
Threshold	8%	50%
Target	10%	100%
Excellence	12%	200%
Maximum	14%	300%

Note: When ROIC performance is at or above threshold, and between inflection points, linear interpolation will be used to determine the appropriate percentage of the Target Award.

HORMEL FOODS CORPORATION

Stock Option Agreement

Under the 2018 Incentive Compensation Plan

Hormel Foods Corporation (the "Company"), pursuant to its 2018 Incentive Compensation Plan (the "Plan"), hereby grants an Option to purchase shares of the Company's common stock to you, the Participant named below. The terms and conditions of the Option Award are set forth in this Agreement, consisting of this cover page and the Option Terms and Conditions on the following pages, and in the Plan document, a copy of which has been provided to you. Any capitalized term that is not defined in this Agreement shall have the meaning set forth in the Plan as it currently exists or as it is amended in the future.

Name of Participant: ________________________	
No. of Shares Covered: _______	Grant Date: __________, 20__
Exercise Price Per Share: $______	Expiration Date: __________, 20__

Vesting and Exercise Schedule:

Dates	Portion of Shares as to Which Option Becomes Vested and Exercisable
First Anniversary of Grant Date	25%
Second Anniversary of Grant Date	25%
Third Anniversary of Grant Date	25%
Fourth Anniversary of Grant Date	25%

By signing below or otherwise evidencing your acceptance of this Agreement in a manner approved by the Company, you agree to all of the terms and conditions contained in this Agreement and in the Plan document. You acknowledge that you have received and reviewed these documents and that they set forth the entire agreement between you and the Company regarding your right to purchase shares of the Company's common stock pursuant to this Option.

PARTICIPANT HORMEL FOODS CORPORATION

__ By:___/s/ James P. Snee_________________

Name: James P. Snee

Title: Chairman of the Board, President and CEO

HORMEL FOODS CORPORATION

2018 Incentive Compensation Plan

Stock Option Agreement

Option Terms and Conditions

1. **Vesting and Exercisability of Option**.

(a) Scheduled Vesting. This Option will vest and become exercisable as to the number of Shares and on the dates specified in the Vesting and Exercise Schedule on the cover page to this Agreement, so long as your Service to the Company does not terminate for reasons other than your Disability or Qualified Retirement (as defined below). The Vesting and Exercise Schedule is cumulative, meaning that to the extent the Option has not already been exercised and has not expired or been terminated or cancelled, you may at any time purchase all or any portion of the Shares subject to the vested portion of the Option. As used herein, "Qualified Retirement" means any termination of your Service, other than for Cause, occurring at or after age 60 with five (5) years or more of continuous service to the Company and its Affiliates, or at or after age 55 with fifteen (15) years or more of continuous service to the Company and its Affiliates, provided that you remain an active Service Provider of the Company or one of its Affiliates through (i) the remainder of the Company's current fiscal quarter in which the Grant Date occurred plus (ii) the entire subsequent fiscal quarter following the fiscal quarter in which the Grant Date occurred. Upon the termination of your Service to the Company due to your Disability or Qualified Retirement, vesting shall continue in accordance with the provisions of the first sentence of this Section 1(a).

(b) Accelerated Vesting. Notwithstanding Section 1(a), if you die then this Option shall immediately vest and become exercisable in full. In addition, vesting and exercisability of this Option may be accelerated during the term of the Option under the circumstances described in Sections 12(b) and 12(c) of the Plan, and at the discretion of the Committee in accordance with Section 3(b)(2) of the Plan.

2. **Expiration**. Subject to Section 1 of this Agreement and Section 12 of the Plan, this Option will expire and will no longer be exercisable at 4:00 p.m. Central Time on the earliest of:

(a) The expiration date specified on the cover page of this Agreement;

(b) Upon your termination of Service for Cause or upon conduct that would constitute Cause during any post-termination exercise period;

(c) Upon your termination of Service for any reason other than Cause, death, Disability or Qualified Retirement and subject to Section 12 of the Plan, the date three months after your date of termination; provided however, if you die during such three-month period, the vested and exercisable portions of this Option may be exercised for a period of one year after the date of your death;

(d) Upon your termination of Service due to your Disability or Qualified Retirement, this Option shall be exercisable until the original expiration date specified on the cover page of this Agreement; provided, however, if you die prior to the original expiration date specified on the cover page of this Agreement, this option shall expire upon the earlier of (i) one year after the date of your death and (ii) the original expiration date specified on the cover page of this Agreement;

(e) Upon your termination of Service due to your death, the date one year after your date of termination; or

(f) The date (if any) fixed for forfeiture, termination or cancellation of this Option pursuant to Section 12 of the Plan or Section 16 of this Agreement.

3. **Service Requirement.** Except as otherwise provided in Section 6(d) of the Plan or Section 1 of this Agreement, this Option may be exercised only while you continue to provide Service to the Company or any Affiliate, and only if you have continuously provided such Service since the Grant Date of this Option.

4. **Exercise of Option**. Subject to Section 3, the vested and exercisable portion of this Option may be exercised by (i) delivering electronic notice of exercise to the third-party stock plan administrator retained by the Company or, if approved by the Committee, written notice of exercise to the Company, to the attention of the Company's Corporate Secretary (which written or electronic notice will be in such form as may be approved by the Company and shall state the number of Shares to be purchased, the manner in which the exercise price will be paid and the manner in which the Shares to be acquired are to be delivered, and must be signed or otherwise authenticated by the person exercising this Option), or by such other means as the Committee may approve and (ii) by providing for payment of the exercise price of the Shares being acquired and any related withholding taxes.

5. **Payment of Exercise Price**. Payment of the exercise price, and any applicable withholding tax, shall be made by cash or check or, to the extent permitted by the Committee from time to time and elected by you, by means of a broker-assisted cashless exercise in which you irrevocably instruct your broker to deliver proceeds of a sale of all or a portion of the Shares to be issued pursuant to the exercise to the Company in payment of the exercise price of such Shares, to the extent the foregoing method can be accommodated by any third-party stock plan administrator retained by the Company. The Committee may permit additional payment methods from time to time in its discretion.

6. **Withholding Taxes**. You may not exercise this Option in whole or in part unless you make arrangements acceptable to the Company for payment of any federal, state, local or foreign withholding taxes that may be due as a result of the exercise of this Option. You hereby authorize the Company (or any Affiliate) to withhold from payroll or other amounts payable to you any sums required to satisfy such withholding tax obligations, and otherwise agree to satisfy such obligations in accordance with the provisions of Section 14 of the Plan. The Committee may permit additional withholding methods from time to time in its discretion. Delivery of Shares upon exercise of this Option is subject to the satisfaction of applicable withholding tax obligations.

7. **Delivery of Shares.** As soon as practicable after the Company receives the notice of exercise and payment of the exercise price as provided above, and has determined that all other conditions to exercise, including satisfaction of withholding tax obligations and compliance with applicable laws as provided in Section 17(c) of the Plan, have been satisfied, it shall deliver to the person exercising the Option, in the name of such person, the Shares being purchased, as evidenced by issuance of a stock certificate or certificates, electronic delivery of such Shares to a brokerage account designated by such person, or book-entry registration of such Shares with the Company's transfer agent. The Company shall pay any original issue or transfer taxes with respect to the issue or transfer of the Shares and all fees and expenses incurred by it in connection therewith. All Shares so issued shall be fully paid and nonassessable.

8. **Transfer of Option**. During your lifetime, only you (or your guardian or legal representative in the event of legal incapacity) may exercise this Option except in the case of a transfer described below. You may not assign or transfer this Option except for a transfer upon your death in accordance with your will, or by the laws of descent and distribution. The Option held by any such transferee will continue to be subject to the same terms and conditions that were applicable to the Option immediately prior to its transfer and may be exercised by such transferee as and to the extent that the Option has become exercisable and has not terminated in accordance with the provisions of the Plan and this Agreement.

9. **No Stockholder Rights Before Exercise**. Neither you nor any permitted transferee of this Option will have any of the rights of a stockholder of the Company with respect to any Shares subject to this Option until a certificate evidencing such Shares has been issued, electronic delivery of such Shares has been made to your designated brokerage account, or an appropriate book entry in the Company's stock register has been made. No adjustments shall be made for dividends or other rights if the applicable record date occurs before your stock certificate has been issued, electronic delivery of your Shares has been made to your designated brokerage account, or an appropriate book entry in the Company's stock register has been made, except as otherwise described in the Plan.

10. **Non-Qualified Stock Option**. This Option is not intended to be an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code and will be interpreted accordingly.

11. **Governing Plan Document**. This Agreement and Option are subject to all the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted

and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan will govern.

12. **Choice of Law**. This Agreement will be interpreted and enforced under the laws of the state of Delaware (without regard to its conflicts or choice of law principles).

13. **Binding Effect**. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

14. **Other Agreements.** You agree that in connection with the exercise of this Option, you will execute such documents as may be necessary to become a party to any stockholder, voting or similar agreements as the Company may require.

15. **Restrictive Legends.** The Company may place a legend or legends on any certificate representing Shares issued upon the exercise of this Option summarizing transfer and other restrictions to which the Shares may be subject under applicable securities laws, other provisions of this Agreement, or other agreements contemplated by Section 14 of this Agreement. You agree that in order to ensure compliance with the restrictions referred to in this Agreement, the Company may issue appropriate "stop transfer" instructions to its transfer agent.

16. **Compensation Recovery Policy; Cancellation and Recission**.

(a) You agree that (i) during the period of your Service with the Company or any of its Affiliates and (ii) for purposes of clauses (A) and (B) below only, for the one-year period immediately following termination of such Service for any reason, you will not (A) materially breach the Company's Code of Ethical Business Conduct, (B) breach any nondisclosure or similar obligation owed to the Company or any Affiliate or (C) render services for any organization or engage directly or indirectly in any business which, in the judgment of the chief executive officer of the Company or other senior officer designated by the Committee, is or becomes competitive with the Company, or which organization or business, or the rendering of services to such organization or business, is or becomes otherwise prejudicial to or in conflict with the interests of the Company.

(b) Failure to comply with the provisions of Section 16(a) shall cause this Option to be canceled. Any failure to comply with the provisions of Section 16(a) occurring within a one year period after any exercise, payment or delivery pursuant to this Option shall cause such exercise, payment or delivery to be rescinded. The Company shall notify you in writing of any such rescission. Within ten days after receiving such notice from the Company, you shall pay to the Company the amount of any gain realized or payment received as a result of the rescinded exercise, payment or delivery pursuant to this Option.

(c) Additionally, this Option and any compensation associated herewith is subject to reduction, cancellation, forfeiture or recovery by the Company or other action pursuant to the compensation recovery policy or policies adopted by the Board or the Committee at any time, including but not limited to a policy adopted in response to the requirements of Section 10D of the Exchange Act, U.S. Securities and Exchange Commission regulations, exchange listing requirements, and any implementing rules and regulations thereunder, as in effect from time to time, or as otherwise required by a stock exchange or law. This Option is hereby unilaterally amended by the Committee to comply with any such compensation recovery policy or policies in effect from time to time.

17. **Electronic Delivery and Acceptance**. The Company may deliver any documents related to this Option by electronic means and request your acceptance of this Agreement by electronic means. You hereby consent to receive all applicable documentation by electronic delivery and to participate in the Plan through an on-line (and/or voice activated) system established and maintained by the Company or the Company's third-party stock plan administrator.

By signing the cover page of this Agreement or otherwise accepting this Agreement in a manner approved by the Company, you agree to all the terms and conditions described above and in the Plan document.

HORMEL FOODS CORPORATION

Restricted Stock Unit Agreement
Under the 2018 Incentive Compensation Plan

Hormel Foods Corporation (the “Company”), pursuant to its 2018 Incentive Compensation Plan (the “Plan”), hereby grants an award of Restricted Stock Units to you, the Participant named below. The terms and conditions of this Restricted Stock Unit Award are set forth in this Agreement, consisting of this cover page and the Restricted Stock Unit Terms and Conditions on the following pages, and in the Plan document, a copy of which has been provided to you. Any capitalized term that is used but not defined in this Agreement shall have the meaning assigned to it in the Plan as it currently exists or as it is amended in the future.

Name of Participant: ______________________	
No. of Restricted Stock Units Granted: _______	Grant Date: __________, 20__
Vesting Schedule: 100% of the RSUs shall vest on the third anniversary of the Grant Date (the “Scheduled Vesting Date”)	

By signing below or otherwise evidencing your acceptance of this Agreement in a manner approved by the Company, you agree to all of the terms and conditions contained in this Agreement and in the Plan document. You acknowledge that you have received and reviewed these documents and that they set forth the entire agreement between you and the Company regarding this Award of Restricted Stock Units

PARTICIPANT   HORMEL FOODS CORPORATION

__ By:___/s/ James P. Snee________________
Name: James P. Snee
Title: Chairman of the Board, President and CEO

HORMEL FOODS CORPORATION

2018 Incentive Compensation Plan

Restricted Stock Unit Agreement

Restricted Stock Unit Terms and Conditions

1. **Grant of Restricted Stock Units**. The Company hereby confirms the grant to you, as of the Grant Date and subject to the terms and conditions in this Agreement and the Plan, of the number of Restricted Stock Units specified on the cover page of this Agreement (the "Units"), subject to your execution of the Company's current Proprietary Information, Non-Compete, Non-Solicitation and Invention Assignment Agreement (the "Proprietary Information Agreement"). For the avoidance of doubt, if you have not executed the Proprietary Information Agreement within 30 days of the Grant Date, you shall forfeit this Award in its entirety. Each Unit that vests represents the right to receive one Share of the Company's common stock. Prior to their settlement or forfeiture in accordance with the terms of this Agreement, the Units granted to you will be credited to an account in your name maintained by the Company. This account shall be unfunded and maintained for book-keeping purposes only, with the Units simply representing an unfunded and unsecured contingent obligation of the Company.

2. **Vesting**.

(a) Scheduled Vesting. The Units will vest on the date specified in the Vesting Schedule on the cover page to this Agreement, so long as your Service to the Company does not terminate prior to the Scheduled Vesting Date for reasons other than your death, Disability or Qualified Retirement (as defined below). As used herein, "Qualified Retirement" means any termination of your Service, other than for Cause, occurring at or after age 60 with five (5) years or more of continuous service to the Company and its Affiliates, or at or after age 55 with fifteen (15) years or more of continuous service to the Company and its Affiliates, provided that you remain an active Service Provider of the Company or one of its Affiliates through (i) the remainder of the Company's current fiscal quarter in which the Grant Date occurred plus (ii) the entire subsequent fiscal quarter following the fiscal quarter in which the Grant Date occurred.

(b) Accelerated Vesting. Notwithstanding Section 2(a), if, prior to the Scheduled Vesting Date, you die or your Service is terminated due to your Disability or Qualified Retirement, then the Units shall immediately vest in full. In addition, vesting of the Units may be accelerated during the term of the Award under the circumstances described in Sections 12(b) and 12(c) of the Plan, and at the discretion of the Committee in accordance with Section 3(b)(2) of the Plan.

3. **Service Requirement.** Except as otherwise provided in Section 2 of this Agreement, if you cease to be a Service Provider prior to the Scheduled Vesting Date, you will forfeit all unvested Units.

4. **Settlement of Units; Delivery of Shares**. Subject to Section 15 below, after any Units vest pursuant to Section 2, the Company shall as soon as practicable cause to be issued and delivered to you (or to your personal representative or estate in the event of your death, as applicable) one Share in payment and settlement of each vested Unit. Delivery of the Shares shall be effected by the issuance of a stock certificate to you, by the electronic delivery of the Shares to a brokerage account you designate, or by book-entry registration of such Shares with the Company's transfer agent and shall be subject to the tax withholding provisions of Section 6 and compliance with all applicable legal requirements as provided in Section 17(c) of the Plan, and shall be in complete satisfaction and settlement of such vested Units. The Company will pay any original issue or transfer taxes with respect to the issue and transfer of Shares to you pursuant to this Agreement, and all fees and expenses incurred by it in connection therewith. If the Units that vest include a fractional Unit, the Company shall round the number of vested Units up to the nearest whole Unit prior to issuance of Shares as provided herein. All Shares so issued shall be fully paid and nonassessable. Notwithstanding the foregoing, if the ownership or issuance of Shares to you as provided herein is not feasible due to applicable exchange controls, securities or tax laws or other

provisions of applicable law, as determined by the Committee in its sole discretion, you (or your permitted transferee) shall receive in lieu of Shares cash in an amount equal to the Fair Market Value (as of the date vesting of the Units occurs) of the Shares otherwise issuable in settlement of the vested Units, net of any amount required to satisfy withholding tax obligations as provided in Section 6 of this Agreement.

5. **Dividend Equivalents**. If the Company pays cash dividends on its Shares while any Units subject to this Agreement are outstanding, then on each dividend payment date a dividend equivalent dollar amount equal to the number of Units credited to your account pursuant to this Agreement as of the dividend record date times the dollar amount of the cash dividend per Share shall be deemed reinvested in additional Units as of the dividend payment date and such additional Units shall be credited to your account. The number of additional Units so credited shall be determined based on the Fair Market Value of a Share on the dividend payment date. Any additional Units so credited will be subject to the same terms and conditions, including the timing of vesting and settlement, applicable to the underlying Units to which the dividend equivalents relate.

6. **Withholding Taxes**. No Shares will be delivered to you in settlement of vested Units unless you make arrangements acceptable to the Company for payment of any federal, state, local or foreign withholding taxes that may be due as a result of the delivery of Shares. You hereby authorize the Company (or any Affiliate) to withhold from payroll or other amounts payable to you any sums required to satisfy such withholding tax obligations, and otherwise agree to satisfy such obligations in accordance with the provisions of Section 14 of the Plan. You hereby further authorize the Company (or any Affiliate) to satisfy such withholding tax obligations by having the Company withhold a number of Shares that would otherwise be issued to you in settlement of the Units and that have a fair market value equal to the amount of such withholding tax obligations.

7. **Transfer of Award or Units**. You may not assign or transfer this Award or the Units subject to this Award except for a transfer upon your death in accordance with your will, or by the laws of descent and distribution. Following any such transfer, this Award shall continue to be subject to the same terms and conditions that were applicable to this Award immediately prior to its transfer. Any attempted transfer in violation of this Section 7 shall be void and without effect.

8. **No Stockholder Rights**. The Units subject to this Award do not entitle you or any permitted transferee of this Award to any of the rights of a stockholder of the Company in connection with the grant of Units subject to this Agreement unless and until Shares are issued to you upon settlement of the Units, meaning a certificate evidencing such Shares has been issued, electronic delivery of such Shares has been made to your designated brokerage account, or an appropriate book entry in the Company's stock register has been made. No adjustments shall be made for dividends or other rights if the applicable record date occurs before your stock certificate has been issued, electronic delivery of your Shares has been made to your designated brokerage account, or an appropriate book entry in the Company’s stock register has been made, except as otherwise described in this Agreement or the Plan.

9. **Section 409A of the Code**. The award of Units as provided in this Agreement and any issuance of Shares or payment pursuant to this Agreement are intended, to the greatest degree possible, to be exempt from Section 409A of the Code under the short-term deferral exception specified in Treas. Reg. § 1.409A-l(b)(4). However, to the extent that you are, or become, eligible for a Qualified Retirement at any time while this Award is outstanding, this Agreement shall be interpreted and applied in a manner that complies in all respects with the requirements of Section 409A of the Code.

10. **Governing Plan Document**. This Agreement and Award are subject to all the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of this Agreement and the Plan, the provisions of the Plan will govern.

11. **Choice of Law**. This Agreement will be interpreted and enforced under the laws of the state of Delaware (without regard to its conflicts or choice of law principles).

12. **Binding Effect**. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

13. **Other Agreements.** You agree that in connection with the settlement of the Shares, you will execute such documents as may be necessary to become a party to any stockholder, voting or similar agreements as the Company may require.

14. **Restrictive Legends.** The Company may place a legend or legends on any certificate representing Shares issued upon the settlement of this Award summarizing transfer and other restrictions to which the Shares may be subject under applicable securities laws, other provisions of this Agreement, or other agreements contemplated by Section 13 of this Agreement. You agree that in order to ensure compliance with the restrictions referred to in this Agreement, the Company may issue appropriate "stop transfer" instructions to its transfer agent.

15. **Compensation Recovery Policy; Cancellation and Recission**.

(a) You agree that (i) during the period of your Service with the Company or any of its Affiliates and (ii) for purposes of clauses (A) and (B) below only, for the one-year period immediately following termination of such Service for any reason, you will not (A) materially breach the Company's Code of Ethical Business Conduct, (B) breach any nondisclosure or similar obligation owed to the Company or any Affiliate or (C) render services for any organization or engage directly or indirectly in any business which, in the judgment of the chief executive officer of the Company or other senior officer designated by the Committee, is or becomes competitive with the Company, or which organization or business, or the rendering of services to such organization or business, is or becomes otherwise prejudicial to or in conflict with the interests of the Company.

(b) Failure to comply with the provisions of Section 15(a) shall cause this Award to be canceled. Any failure to comply with the provisions of Section 15(a) occurring within a one year period after any Shares delivered upon vesting of the Units hereunder shall cause such delivery to be rescinded. The Company shall notify you in writing of any such rescission. Within ten days after receiving such notice from the Company, you shall either (i) return such Shares to the Company, or (ii) pay to the Company in cash an amount equal to the Fair Market Value of such Shares as of the respective Vesting Date of the underlying Units.

(c) Additionally, this Award and any compensation associated herewith is subject to reduction, cancellation, forfeiture or recovery by the Company or other action pursuant to the compensation recovery policy or policies adopted by the Board or the Committee at any time, including but not limited to a policy adopted in response to the requirements of Section 10D of the Exchange Act, U.S. Securities and Exchange Commission regulations, exchange listing requirements, and any implementing rules and regulations thereunder, as in effect from time to time, or as otherwise required by a stock exchange or law. This Award is hereby unilaterally amended by the Committee to comply with any such compensation recovery policy or policies in effect from time to time.

16. **Electronic Delivery and Acceptance**. The Company may deliver any documents related to this Award by electronic means and request your acceptance of this Agreement by electronic means. You hereby consent to receive all applicable documentation by electronic delivery and to participate in the Plan through an on-line (and/or voice activated) system established and maintained by the Company or the Company's third-party stock plan administrator.

By signing the cover page of this Agreement or otherwise accepting this Agreement in a manner approved by the Company, you agree to all the terms and conditions described above and in the Plan document.

EXHIBIT 31.1

CERTIFICATION REQUIRED UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, James P. Snee, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Hormel Foods Corporation for the period ended January 28, 2024;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 29, 2024	Signed:	/s/ JAMES P. SNEE
		JAMES P. SNEE
		Chairman of the Board, President and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION REQUIRED UNDER SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Jacinth C. Smiley, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Hormel Foods Corporation for the period ended January 28, 2024;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: February 29, 2024

Signed: /s/ JACINTH C. SMILEY
JACINTH C. SMILEY
Executive Vice President and Chief Financial Officer

EXHIBIT 32.1

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

In connection with the Quarterly Report of Hormel Foods Corporation (the “Company”) on Form 10-Q for the period ended January 28, 2024, as filed with the Securities and Exchange Commission (the “Report”), the undersigned hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities and Exchange Act of 1934, as amended; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 29, 2024

/s/ JAMES P. SNEE
JAMES P. SNEE
Chairman of the Board, President and Chief Executive Officer

Dated: February 29, 2024

/s/ JACINTH C. SMILEY
JACINTH C. SMILEY
Executive Vice President and Chief Financial Officer