

Sara Lee Corp
Form 424B5
August 30, 2010
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The information in this preliminary prospectus supplement is not complete and may change. This preliminary prospectus supplement and the accompanying prospectus are not an offer to sell these securities and are not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

**Filed Pursuant to Rule 424(b)(5)
Registration No. 333-158504**

Subject to Completion

Dated August 30, 2010

Preliminary Prospectus Supplement

(To Prospectus Dated April 9, 2009)

\$

Sara Lee Corporation

\$ % Notes due 20

\$ % Notes due 20

The notes due 20 will bear interest at the rate of % per year and the notes due 20 (and together with the notes due 20, the notes) will bear interest at the rate of % per year. Interest on each series of notes is payable on and of each year, beginning on , 2011. Each series of notes will mature on of its respective year of maturity. We may redeem the notes due 20 and the notes due 20 in whole at any time or in part from time to time at the applicable redemption prices discussed in this prospectus supplement under the caption Description of the Notes Optional Redemption.

If a change of control triggering event occurs, we will be required to make an offer to purchase the notes for cash from the holders at a price equal to 101% of their aggregate principal amount, plus accrued and unpaid interest, if any, to the date of repurchase. See Description of the Notes Offer to Repurchase Upon a Change of Control Triggering Event.

The notes will be our unsecured obligations and will rank equally with all of our other unsecured and unsubordinated indebtedness from time to time outstanding, but will be effectively junior to our secured indebtedness and will not be the obligations of any of our subsidiaries.

Concurrently with this offering, and pursuant to and in accordance with the terms of a separate offer to purchase dated August 30, 2010, we are conducting a tender offer for any and all of our 6 1/4% Notes due 2011, of which \$1.11 billion aggregate principal amount is outstanding. This offering is not conditioned upon completion of the tender offer. However, the closing of the tender offer is conditioned upon the consummation of this offering.

See **Risk Factors** beginning on page S-4 of this prospectus supplement and beginning on page 9 of our Annual Report on Form 10-K for the fiscal year ended July 3, 2010, which is incorporated by reference herein, to read about factors you should consider carefully before investing in the notes.

	Per Note		Per Note	
	due 20	Total	due 20	Total
Public Offering Price				
Underwriting Discount				
Proceeds to Sara Lee (before expenses)				

Interest on the notes will accrue from _____, 2010.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

We expect to deliver the notes to investors through the book-entry delivery system of The Depository Trust Company (DTC) and its direct participants, including Euroclear Bank, S.A./NV, as operator of Euroclear System (Euroclear) and Clearstream Banking, societe anonyme (Clearstream, Luxembourg), on or about _____, 2010, which is the _____ business day following the date of this prospectus supplement. Purchasers of the notes should consider that trading of notes may be affected by this settlement date. See Underwriting.

Joint Book-Running Managers

BofA Merrill Lynch

J.P. Morgan

BNP PARIBAS

The date of this prospectus is _____, 2010.

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You should rely only on the information contained in or incorporated by reference in this prospectus supplement and the accompanying prospectus. We have not, and the underwriters have not, authorized anyone to provide you with different information. This prospectus supplement and the accompanying prospectus are not offers to sell these securities, and we are not soliciting offers to buy these securities, in any jurisdiction where the offer or sale is not permitted. You should not assume that the information contained in this prospectus supplement or the accompanying prospectus is accurate as of any date other than the date on the front of this prospectus supplement.

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As used in this prospectus supplement, the terms Sara Lee, the Company, we, us and our may, depending upon the context, refer to Sara Lee Corporation, to one or more of its consolidated subsidiaries or to Sara Lee Corporation and all of its consolidated subsidiaries taken as a whole.

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FORWARD-LOOKING INFORMATION

This prospectus supplement and the accompanying prospectus, including the information we incorporate by reference, contain forward-looking statements regarding our business prospects, costs and operating results, including the anticipated costs and benefits of restructuring, transformation and Project Accelerate actions, access to credit markets and our credit ratings, the planned extinguishment of debt, the funding of pension plans, potential payments under guarantees and amounts due under future contractual obligations and commitments, projected capital expenditures, cash tax payments, pension settlement amounts and effective tax rates. In addition, from time to time, in oral statements and written reports, we discuss expectations regarding our future performance by making forward-looking statements preceded by terms such as anticipates, we are confident, expects, likely or believes. These forward-looking statements are based on currently available competitive, financial and economic data and management's views and assumptions regarding future events. Forward-looking statements are inherently uncertain, and investors must recognize that actual results may differ from those expressed or implied in the forward-looking statements. Consequently, we caution readers not to place undue reliance on any forward-looking statements. Among the factors that could cause our actual results to differ from such forward-looking statements are those described in our Annual Report on Form 10-K for the fiscal year ended July 3, 2010, as well as factors relating to:

Our share repurchase and other capital plans, such as (i) future opportunities that our board may determine present greater potential value to shareholders than the current capital plans and targets, including, without limitation, potential acquisitions, joint ventures or other corporate transactions, and investments in our business; (ii) future operating or capital needs that require a more significant outlay of cash than currently anticipated; or (iii) future changes in facts or circumstances that may impact the anticipated accounting treatment of such activities;

Our relationship with our customers, such as (i) a significant change in our business with any of our major customers, such as Walmart, our largest customer, including changes in how such customers manage their suppliers and the level of inventory these customers maintain; and (ii) credit and other business risks associated with customers operating in a highly competitive retail environment;

The consumer marketplace, such as (i) significant competition, including advertising, promotional and price competition; (ii) changes in consumer behavior due to economic conditions, such as a shift in consumer demand toward private label; (iii) fluctuations in the cost of raw materials, our ability to increase or maintain product prices in response to fluctuations in cost and the impact on our profitability; (iv) the impact of various food safety issues and regulations on sales and profitability of our products; and (v) inherent risks in the marketplace associated with new product introductions, including uncertainties about trade and consumer acceptance;

Our international operations, such as (i) impacts on reported earnings from fluctuations in foreign currency exchange rates, particularly the euro; (ii) the generation of a high percentage of our revenues from businesses outside the United States and costs to remit these foreign earnings into the U.S. to fund our domestic operations, share repurchase plans, dividends, debt service and corporate costs; (iii) the impact on our business due to the receipt of binding offers to purchase a large portion of our household and body care business, our intent to divest the remainder of that business and any inability to complete these transactions or to divest the remaining household and body care businesses on favorable terms; (iv) difficulties and costs associated with complying with U.S. laws and regulations, such as the Foreign Corrupt Practices Act, applicable to entities with overseas operations, and different regulatory structures and unexpected changes in regulatory environments overseas, including, without limitation, potentially negative consequences from changes in anti-competition and tax laws; and (v) our ability to continue to source production and conduct manufacturing and selling operations in various countries due to changing business conditions, political environments, import quotas and the financial condition of suppliers;

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Previous business decisions, such as (i) our ability to generate margin improvement through cost reduction and efficiency initiatives, including Project Accelerate, a company-wide cost savings and productivity initiative focused on outsourcing actions, supply chain efficiencies and organizational simplification, and the outsourcing of significant portions of our financial transaction processing, global IT, and global indirect procurement activities; (ii) our ability to achieve planned cash flows from capital expenditures and acquisitions and the impact of changing interest rates and the cost of capital on the discounted value of those planned cash flows, which could impact future impairment analyses; (iii) credit ratings issued by the three major credit rating agencies, the impact on our capital plans and targets of such credit ratings and the impact these ratings and changes in these ratings may have on our cost to borrow funds, access to capital/debt markets, and ability to complete the planned share repurchase; (iv) our plan to refinance significant outstanding indebtedness in the next two years and the impact of potential changes in the credit environment; (v) our plan to repurchase a significant amount of our common stock and the impact of such repurchases on our earnings, cash flow and credit ratings; (vi) the settlement of a number of ongoing reviews of our income tax filing positions in various jurisdictions and inherent uncertainties related to the interpretation of tax regulations in the jurisdictions in which we transact business; and (vii) changes in the expense for and contingent liabilities relating to multi-employer pension plans in which we participate; and

Uncertainty relating to the chief executive officer position and the fact that our board has initiated a process to identify a permanent successor.

In addition, our results may also be affected by general factors, such as economic conditions, political developments, interest and inflation rates, accounting standards, taxes and laws and regulations in markets where we compete. We undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports and other information with the Securities and Exchange Commission (SEC). The SEC maintains a website that contains annual, quarterly and current reports, proxy and information statements and other information regarding registrants, like us, that file reports with the SEC electronically. The address of the SEC 's website is <http://www.sec.gov>. You also may read and copy any document that we file with the SEC at the SEC 's public reference room, 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information regarding the operation of its public reference room. The information that we file with the SEC is also available on the Investors page on our website at <http://www.saralee.com>. However, the information on our website, except for the SEC filings referred to below, is not a part of, and shall not be deemed to be incorporated by reference into, this prospectus supplement.

The SEC allows us to incorporate by reference the information we file with the SEC, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus supplement, and information that we file later with the SEC will automatically update and may supersede the information in this prospectus supplement and information previously filed with the SEC. We incorporate by reference the documents listed below:

our Annual Report on Form 10-K for the fiscal year ended July 3, 2010, which was filed with the SEC on August 27, 2010;

the information contained in our Definitive Proxy Statement on Schedule 14A filed with the SEC on September 16, 2009 and incorporated into Part III of our Annual Report on Form 10-K for the fiscal year ended June 27, 2009; and

our Current Report on Form 8-K dated August 9, 2010.

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All documents filed by us with the SEC pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 (the Exchange Act) after the date of this prospectus supplement and prior to the termination of the offering of the notes shall be deemed to be incorporated by reference into this prospectus supplement and to be a part hereof from the respective dates of filing of such documents, provided that information furnished under either Item 2.02 or Item 7.01 of any Current Report on Form 8-K is not incorporated by reference into this prospectus supplement.

We will provide you without charge, upon request, a copy of any of the documents incorporated by reference. Requests should be directed to Sara Lee Corporation, Attn: Investor Relations, 3500 Lacey Road, Downers Grove, Illinois 60515-5424. You also may contact Investor Relations by calling Sara Lee s general number at (800) SARALEE (800-727-2533) toll free within the United States, or calling Investor Relations directly at (630) 598-8100 from outside the United States.

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SUMMARY

*You should read carefully this prospectus supplement and the accompanying prospectus to understand the terms of the notes being offered hereby. You should also read the documents referred to in **Where You Can Find More Information** on page iii of this prospectus supplement for additional information about us.*

Sara Lee Corporation

We are a global manufacturer and marketer of high-quality, brand-name products for consumers throughout the world focused primarily on the meats, bakery and beverage categories, and are organized around five business segments North American Retail, North American Fresh Bakery, North American Foodservice, International Beverage and International Bakery.

Our principal executive offices are located at 3500 Lacey Road, Downers Grove, Illinois 60515-5424, and our telephone number is (630) 598-6000.

Concurrent Tender Offer for 2011 Notes

On August 30, 2010, we commenced a tender offer (the **Tender Offer**) to purchase for cash any and all of our 6% Notes due 2011 (the **2011 Notes**), of which \$1.11 billion aggregate principal amount is outstanding. Promptly after the consummation of the Tender Offer, we intend to call for redemption any remaining 2011 Notes. We intend to fund the purchase of the 2011 Notes in the Tender Offer and the redemption of all 2011 Notes not validly tendered and accepted for payment in the Tender Offer with (i) the net proceeds from this offering and (ii) cash on hand and/or the net proceeds of commercial paper issuances.

The Tender Offer is being made on the terms and subject to the conditions described in the offer to purchase, dated August 30, 2010 (the **Offer to Purchase**). The Tender Offer is conditioned upon the satisfaction or waiver of certain conditions. The Tender Offer is being made solely pursuant to, and is governed by, the Offer to Purchase. We cannot assure you that the Tender Offer will be consummated in accordance with its terms, or at all, or that a significant principal amount of 2011 Notes will be tendered and purchased in the Tender Offer. The consummation of the offering contemplated by this prospectus supplement is not conditioned on the consummation of the Tender Offer. The closing of the Tender Offer, however, is conditioned on the consummation of the offering of the notes contemplated by this prospectus supplement.

This prospectus supplement is not a solicitation for acceptance of the Tender Offer.

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The Offering

Issuer	Sara Lee Corporation
Securities Offered \$ % notes due 20	\$ % notes due 20
Maturity Dates , 20 for the notes due 20	, 20 for the notes due 20
Interest Payment Dates	and of each year, beginning , 2011
Optional Redemption	<p>We may redeem the notes due 20 and the notes due 20 , in whole at any time or in part from time to time, at our option on not less than 30 nor more than 60 days notice, at a redemption price equal to the greater of:</p> <p style="padding-left: 40px;">the principal amount of the notes being redeemed; and</p> <p style="padding-left: 40px;">as determined by the Quotation Agent (as defined below under Description of the Notes Optional Redemption), the sum of the present values of the remaining scheduled payments of principal of and interest on the notes being redeemed on the date of redemption (not including any portion of any payments of interest accrued to the date of redemption), discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate (as defined below under Description of the Notes Optional Redemption), plus basis points with respect to the notes due 20 and basis points with respect to the notes due 20 ;</p> <p>plus, in either case, accrued and unpaid interest on the notes being redeemed to the date of redemption.</p>
Offer to Repurchase Upon Change of Control Triggering Event	<p>Upon the occurrence of a change of control triggering event (as described below under Description of the Notes Offer to Repurchase Upon a Change of Control Triggering Event), unless we have exercised our right to redeem the notes, we will be required to make an offer to each holder of notes to repurchase all or any part (equal to \$2,000 and any integral multiples of \$1,000 in excess thereof) of that holder's notes at a repurchase price in cash equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to the date of repurchase. See Description of the Notes Offer to Repurchase Upon a Change of Control Triggering Event.</p>
Ranking	<p>The notes will be unsecured and will rank equally with all of our unsecured and unsubordinated indebtedness from time to time outstanding. The notes will be exclusively our obligation, and not the obligation of any of our subsidiaries. Our rights and the rights</p>

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of any holder of the notes (or other of our creditors) to participate in the assets of any subsidiary upon that subsidiary's liquidation or

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recapitalization will be subject to the prior claims of the subsidiary's creditors, except to the extent that we may be a creditor with recognized claims against the subsidiary.

Covenants

We will issue the notes under an indenture containing limited covenants for your benefit. These covenants restrict our ability, with certain exceptions, to:

incur debt secured by liens; and

engage in sale/leaseback transactions.

Further Issues

We may, from time to time, without notice to or the consent of the registered holders of the notes, create and issue additional debt securities having the same terms as and ranking equally and ratably with the notes of any series issued in this offering in all respects, as described more fully under "Description of the Notes - General."

Use of Proceeds

We intend to use the net proceeds from this offering (plus cash on hand and/or the net proceeds of commercial paper issuances) to fund the purchase of the 2011 Notes validly tendered and accepted for payment in the Tender Offer and to redeem all 2011 Notes not purchased in the Tender Offer.

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RISK FACTORS

Before acquiring any of the notes, you should carefully consider the following discussion of risks. In addition, you should carefully consider the sections of Sara Lee's Annual Report on Form 10-K for the fiscal year ended July 3, 2010 filed with the SEC on August 27, 2010 entitled "Risk Factors," which is incorporated by reference in this prospectus supplement and the accompanying prospectus. You should also carefully consider all of the information contained or incorporated by reference in this prospectus supplement and in the accompanying prospectus before you invest in the notes. See "Where You Can Find More Information" on page iii of this prospectus supplement.

There May Be an Uncertain Trading Market for the Notes

We cannot assure you that a trading market for the notes will ever develop or will be maintained. Many factors independent of our creditworthiness affect the trading market. These factors include the:

propensity of existing holders to trade their positions in the notes;

time remaining to the maturity of the notes;

outstanding amount of the notes;

redemption of the notes; and

level, direction and volatility of market interest rates generally.

The Notes are Structurally Subordinated to the Indebtedness of Our Subsidiaries

The notes are our obligations exclusively and not the obligation of any of our subsidiaries. A portion of our operations is conducted through our subsidiaries. Our subsidiaries are separate legal entities that have no obligation to pay any amounts due under the notes or to make any funds available therefor, whether by dividends, loans or other payments. Except to the extent we are a creditor with recognized claims against our subsidiaries, all claims of creditors (including trade creditors) and holders of preferred stock, if any, of our subsidiaries will have priority with respect to the assets of such subsidiaries over our claims (and therefore the claims of our creditors, including holders of the notes). Consequently, the notes will be effectively subordinated to all liabilities of any of our subsidiaries and any subsidiaries that we may in the future acquire or establish.

The Indenture Does Not Limit Our Ability to Incur Additional Unsecured Indebtedness, Contains Limited Restrictions on Our Ability to Incur Secured Indebtedness and Does Not Limit Our Ability to Pay Dividends or Repurchase Our Securities

Neither we nor any of our subsidiaries are restricted from incurring additional unsecured indebtedness or other liabilities, including additional unsecured senior indebtedness, under the indenture governing the notes. While the indenture governing the notes contains certain restrictions on our ability to incur additional secured indebtedness, these restrictions are subject to various exceptions and secured indebtedness incurred pursuant to such exceptions may be substantial. If we or our subsidiaries incur additional indebtedness or liabilities, our ability to pay our obligations on the notes could be adversely affected. Furthermore, the incurrence of additional indebtedness may cause a loss in trading value of the notes and the credit rating of the notes may be lowered or withdrawn.

We are not restricted under the indenture governing the notes from paying dividends or issuing or repurchasing our securities. During 2010, we announced a revised capital plan that includes the anticipated repurchase of approximately \$2.5 billion to \$3.0 billion of shares of our common stock over a three-year period,

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and we repurchased approximately \$500 million of common stock in our fiscal year ended 2010. We have repurchased approximately \$360 million of common stock thus far in fiscal year 2011 and plan to repurchase \$1.0 to \$1.5 billion of shares in total in fiscal 2011. We also have announced our intent to maintain and gradually increase the current dividend on our common stock. Our share repurchases and dividends, including any increase in the amounts thereof as a result of announced or future asset or business dispositions or otherwise, will reduce the amounts available to service and repay our indebtedness, including the notes, and could adversely affect the trading prices of the notes.

We May Not Have Sufficient Funds to Purchase the Notes Upon a Change of Control Triggering Event and the Change of Control Offer Covenant Provides Limited Protection to Investors

Holders of the notes may require us to purchase their notes upon a change of control triggering event as defined under Description of the Notes Offer to Repurchase Upon a Change of Control Triggering Event. We cannot assure you that we will have sufficient financial resources, or will be able to arrange sufficient financing, to pay the purchase price of the notes, particularly if a change of control event triggers a similar repurchase requirement for, or results in the acceleration of, our other then existing debt.

The change of control offer covenant is limited to the transactions specified in Description of the Notes Offer to Purchase Upon a Change of Control Triggering Event. We have no present intention to engage in a transaction involving a change of control triggering event, although it is possible that we could decide to do so in the future. We could, in the future, enter into certain transactions, including acquisitions, refinancing or other recapitalizations, that would not constitute a change of control triggering event under the notes, but that could increase the amount of indebtedness outstanding at such time or otherwise materially adversely affect our capital structuring or credit ratings.

Changes in Our Credit Rating May Adversely Affect Your Investment in the Notes

The credit ratings assigned to the notes reflect the rating agencies' assessments of our ability to make payments on the notes when due. Actual or anticipated changes or downgrades in our credit ratings, including any announcement that our ratings are under further review for a downgrade, could increase our corporate borrowing costs and affect the market value of your notes. Also, our credit ratings may not reflect the potential impact of risks related to structure, market or other factors related to the value of the notes.

Redemption may Adversely Affect Your Return on the Notes

We have the right to redeem some or all of the notes prior to maturity. We may redeem the notes at times when prevailing interest rates may be relatively low. Accordingly, you may not be able to reinvest the redemption in a comparable security at an effective interest rate as high as that of the notes.

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The net proceeds we will receive from this offering of notes, after deducting the underwriting discount and expenses payable by us, are estimated to be approximately \$ million. We intend to use the net proceeds from this offering (plus cash on hand and/or the net proceeds of commercial paper issuances) to fund the purchase of the 2011 Notes validly tendered and accepted for payment in the Tender Offer and to redeem all 2011 Notes not purchased in the Tender Offer.

In the Tender Offer, we intend to purchase for cash any and all of the \$1.11 billion aggregate principal amount of the 2011 Notes validly tendered and accepted for payment. Promptly after the consummation of the Tender Offer, we intend to call for redemption any remaining 2011 Notes. The consummation of the offering contemplated by this prospectus supplement is not conditioned on the consummation of the Tender Offer. The closing of the Tender Offer, however, is conditioned on the consummation of the offering of the notes contemplated by this prospectus supplement.

We expect to invest the net proceeds in short-term, interest-bearing, investment-grade obligations until they are applied as described above.

RATIOS OF EARNINGS TO FIXED CHARGES

The following table presents our historical ratio of earnings to fixed charges for the periods indicated. The following table also presents our proforma ratio of earnings to fixed charges for the fiscal year ended 2010 to give effect to the issuance of the notes and the use of the proceeds from this offering to fund the purchase of the 2011 Notes as described under Use of Proceeds.

	Fiscal Year Ended(1)					
	Proforma 2010	2010(2)	2009(3)	2008(4)	2007(5)	2006(6)
Ratios of Earnings to Fixed Charges	5.8	4.9	2.6	0.4	1.4	0.9

- (1) Our fiscal year ends on the Saturday nearest June 30.
- (2) During fiscal 2010, we recorded a pretax charge of \$84 million in connection with certain restructuring activities. Also during fiscal 2010, we recognized non-cash impairment charges of \$28 million and recognized income of \$133 million from contingent sales proceeds related to the disposal of our European tobacco business in 1999.
- (3) During fiscal 2009, we recorded a pretax charge of \$103 million in connection with certain restructuring activities. Also during fiscal 2009, we recognized non-cash impairment charges of \$314 million and recognized income of \$150 million from contingent sales proceeds related to the disposal of our European tobacco business in 1999.
- (4) During fiscal 2008, we recorded a pretax charge of \$39 million in connection with certain restructuring activities. Also during fiscal 2008, we recognized non-cash impairment charges of \$851 million and recognized income of \$130 million from contingent sales proceeds related to the disposal of our European tobacco business in 1999.
- (5) During fiscal 2007, we recorded a pretax charge of \$94 million in connection with certain restructuring activities. Also during fiscal 2007, we recognized non-cash impairment charges of \$168 million and recognized income of \$120 million from contingent sales proceeds related to the disposal of our European tobacco business in 1999.
- (6) During fiscal 2006, we recorded a pretax charge of \$85 million in connection with certain restructuring activities. Also during fiscal 2006, we recognized non-cash impairment charges of \$193 million and recognized income of \$114 million from contingent sales proceeds related to the disposal of our European tobacco business in 1999.

The ratio of earnings to fixed charges is calculated by dividing earnings by fixed charges. Earnings includes income from continuing operations before income taxes adjusted for (i) minority interest of majority owned subsidiaries, (ii) amortization of capitalized interest, (iii) undistributed income or losses from minority owned companies, (iv) interest expense, and (v) a portion of rent expense we believe is representative of the interest factor. Fixed charges include interest expense (including interest capitalized during the period) plus the portion of rent expense we believe is representative of the interest factor, however it excludes interest on uncertain tax positions.

We did not have any preferred stock outstanding for the periods presented. Therefore, the ratios of earnings to combined fixed charges and preferred stock dividends would be the same as the ratios of earnings to fixed charges presented above.

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DESCRIPTION OF THE NOTES

We provide information to you about the notes (referred to in the accompanying prospectus as "debt securities") in two documents that progressively provide more detail: this prospectus supplement and the accompanying prospectus. Since the terms of these notes may differ from the general terms of the debt securities described in the accompanying prospectus, you should rely on the information in this prospectus supplement over any contradictory information in the accompanying prospectus. You should read the accompanying prospectus and this prospectus supplement together for a complete description of the notes. References to "we," "us" and "our" in this "Description of the Notes" refer only to Sara Lee Corporation and not any of its subsidiaries.

General

Each series of notes will constitute a series of debt securities to be issued under an indenture dated as of October 2, 1990 between us and The Bank of New York Mellon Trust Company, N.A. (as successor to Continental Bank, N.A.), as trustee, the terms of which are more fully described elsewhere in this prospectus supplement and the accompanying prospectus.

The notes due 20 will mature on _____, 20_____ and the notes due 20_____ will mature on _____, 20_____. Interest on the notes will accrue from _____, 2010, at the respective rates set forth on the cover of this prospectus supplement. Interest on the notes will be payable semiannually on _____ and _____, beginning _____, 2011, to the persons in whose names the notes are registered at the close of business on _____ and _____ immediately preceding the respective interest payment dates, except interest payable at maturity will be paid to the same persons to whom principal of the notes is payable.

Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months. The interest period relating to an interest payment date (including the maturity date) shall be the period from, and including, the preceding interest payment date (or, in the case of the first interest period, _____, 2010) to, but excluding, the relevant interest payment date.

Any payment that we are otherwise required to make in respect of the notes on a date that is not a business day for the notes may be made on the next succeeding business day with the same force and effect as if made on that date. No additional interest shall accrue as a result of the delayed payment. A business day is defined in the indenture as a day that is not a day on which banking institutions in New York City are authorized by law or regulation to close.

The notes will be issued in fully registered form in denominations of \$2,000 or any whole multiple of \$1,000. Each series of notes will be represented by one or more global notes registered in the name of a nominee of DTC. Except as described under "Description of Debt Securities" Form and Exchange of Debt Securities" in the accompanying prospectus, the notes will not be issuable in certificated form.

The notes will be our unsecured obligations and will rank equally with all of our other unsecured and unsubordinated indebtedness from time to time outstanding. The indenture does not limit the aggregate principal amount of debt securities that may be issued thereunder and provides that debt securities may be issued thereunder from time to time in one or more additional series. We may from time to time, without notice to or the consent of the holders of the notes, create and issue additional debt securities having the same terms as and ranking equally and ratably with the notes of any series issued in this offering in all respects (or in all respects except for the payment of interest accruing prior to the issue date of such additional debt securities or except in some cases, for the first payment of interest following the issue date of such additional debt securities), so that such additional debt securities shall be consolidated and form a single series with, and shall have the same terms as to status, redemption or otherwise as, the notes of that series.

The indenture does not limit our ability to incur additional unsecured indebtedness and contains limited restrictions on our ability to incur secured indebtedness. The covenants contained in the indenture would not necessarily afford holders of notes protection in the event of a highly leveraged transaction or other transaction involving us that may adversely affect holders.

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Optional Redemption

The notes due 20 and the notes due 20 may be redeemed, in whole at any time or in part from time to time, at our option at a redemption price equal to the greater of the following amounts:

100% of the principal amount of the notes being redeemed on the date of redemption; and

as determined by the Quotation Agent (as defined below), the sum of the present values of the remaining scheduled payments of principal of and interest on the notes being redeemed on the date of redemption (not including any portion of any payments of interest accrued to the date of redemption), discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate (as defined below), plus basis points in the case of the notes due 20 and basis points in the case of the notes due 20 ; plus, in each case, accrued and unpaid interest on the notes being redeemed to the date of redemption.

Notwithstanding the foregoing, installments of interest on notes that are due and payable on interest payment dates falling on or prior to a date of redemption will be payable on the interest payment date to the registered holders as of the close of business on the relevant record date according to the notes and the indenture.

We will mail notice of any redemption at least 30 days, but not more than 60 days, before the date of redemption to each registered holder of the notes to be redeemed. If we give notice of redemption as provided above, the notes called for redemption will become due and payable on the date of redemption and at the applicable redemption price, plus accrued and unpaid interest to the date of redemption.

Adjusted Treasury Rate means, with respect to any date of redemption, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that date of redemption.

Comparable Treasury Issue means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the notes being redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of those notes.

Comparable Treasury Price means, with respect to any date of redemption, (i) the average of the Reference Treasury Dealer Quotations for that date of redemption, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (ii) if the trustee obtains three or fewer Reference Treasury Dealer Quotations, the average of all such Reference Treasury Dealer Quotations.

Quotation Agent means Banc of America Securities LLC, J.P. Morgan Securities Inc. or another Reference Treasury Dealer appointed by us.

Reference Treasury Dealer means (i) each of Banc of America Securities LLC and J.P. Morgan Securities Inc. (or their respective affiliates which are Primary Treasury Dealers), and the respective successors of the foregoing; provided, however, that if either of the foregoing shall cease to be a primary U.S. Government securities dealer in New York City (a Primary Treasury Dealer), we shall substitute another Primary Treasury Dealer; and (ii) any other Primary Treasury Dealer selected by us.

Reference Treasury Dealer Quotations means, with respect to each Reference Treasury Dealer and any date of redemption, the average, as determined by the trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the trustee by that Reference Treasury Dealer at 3:30 p.m., New York City time, on the third business day preceding such date of redemption.

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On and after the date of redemption, interest will cease to accrue on the notes or any portion of the notes called for redemption (unless we default in payment of the redemption price and accrued interest). On or before the date of redemption, we will deposit with a paying agent (or the trustee) money sufficient to pay the redemption price of and accrued interest on the notes to be redeemed on that date. If less than all of the notes of the applicable series are to be redeemed, the notes to be redeemed shall be selected by lot by DTC, in the case of notes represented by a global security, or by the trustee by a method the trustee deems to be fair and appropriate, in the case of notes that are not represented by a global security.

The notes will not be entitled to the benefit of any mandatory redemption or sinking fund.

Offer to Repurchase Upon a Change of Control Triggering Event

If a change of control triggering event occurs, holders of notes may require us to repurchase all or any part (equal to an integral multiple of \$1,000) of their notes at a purchase price of 101% of the principal amount, plus accrued and unpaid interest, if any, on such notes to the date of purchase (unless a notice of redemption has been mailed within 30 days after such change of control triggering event stating that all of the notes will be redeemed as described above); provided that the principal amount of a note remaining outstanding after a repurchase in part shall be \$2,000 or an integral multiple of \$1,000 in excess thereof. We will be required to mail to holders of the notes a notice describing the transaction or transactions constituting the change of control triggering event and offering to repurchase the notes. The notice must be mailed within 30 days after any change of control triggering event, and the repurchase must occur no earlier than 30 days and no later than 60 days after the date the notice is mailed.

On the date specified for repurchase of the notes, we will, to the extent lawful:

accept for payment all properly tendered and not withdrawn notes or portions of notes;

deposit with the paying agent the required payment for all properly tendered and not withdrawn notes or portions of notes; and

deliver to the trustee the repurchased notes, accompanied by an officers certificate stating, among other things, the aggregate principal amount of repurchased notes.

We will comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations applicable to the repurchase of the notes. To the extent that these requirements conflict with the provisions requiring repurchase of the notes, we will comply with these requirements instead of the repurchase provisions and will not be considered to have breached our obligations with respect to repurchasing the notes. Additionally, if an event of default exists under the indenture (which is unrelated to the repurchase provisions of the notes), including events of default arising with respect to other issues of debt securities, we will not be required to repurchase the notes notwithstanding these repurchase provisions.

We will not be required to comply with the obligations relating to repurchasing the notes if a third party instead satisfies them.

For purposes of the repurchase provisions of the notes, the following terms will be applicable:

Change of control means the occurrence of any of the following: (a) the consummation of any transaction (including, without limitation, any merger or consolidation) resulting in any person (as that term is used in Section 13(d)(3) of the Exchange Act) (other than us or one of our subsidiaries or an employee benefit plan (or related trust) sponsored or maintained by us or one of our subsidiaries) becoming the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the combined voting power of our then outstanding voting stock; (b) the direct or indirect sale, transfer, conveyance

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or other disposition (other than by way of merger or consolidation), in a transaction or a series of related transactions, of all or substantially all of our assets and the assets of our subsidiaries, taken as a whole, to one or more persons (as that term is defined in the indenture) (other than us or one of our subsidiaries); (c) the first day on which a majority of the members of our Board of Directors are not continuing directors; or (d) the adoption of a plan relating to the liquidation or dissolution of us. Notwithstanding the foregoing, a transaction will not be considered to be a change of control if (i) we become a direct or indirect wholly-owned subsidiary of a holding company and (ii)(y) all or substantially all of the beneficial owners of our voting stock immediately prior to that transaction continue to beneficially own, directly or indirectly, more than 50% of the voting stock of the holding company immediately following that transaction or (z) immediately following that transaction no person is the beneficial owner, directly or indirectly, of more than 50% of the voting stock of the holding company.

The definition of change of control includes a phrase relating to the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in a transaction or a series of related transactions, of all or substantially all of our assets and the assets of our subsidiaries, taken as a whole. Although there is a limited body of case law interpreting the phrase substantially all, there is no precise established definition of such phrase under applicable law. Accordingly, the ability of a holder of the notes to require us to repurchase that holder's notes as a result of the sale, transfer, conveyance or other disposition of less than all of our assets and the assets of our subsidiaries, taken as a whole, to one or more persons, may be uncertain.

Under clause (c) of the definition of Change of control described above, a change of control will occur when a majority of our Board of Directors are not continuing directors. In a decision in connection with a proxy contest, the Court of Chancery of Delaware held that the occurrence of a change of control under a similar provision may nevertheless be avoided, if the existing directors were to approve the slate of new director nominees (who would constitute a majority of the new board of directors) as continuing directors solely for purposes of avoiding the triggering of such change of control clause, provided the incumbent directors give their approval in the good faith exercise of their fiduciary duties. It is unclear whether our Board of Directors, pursuant to Maryland law, is similarly capable of approving a slate of dissident director nominees while recommending and endorsing its own slate. If such an action is possible under Maryland law, our Board of Directors could approve a slate of directors that included a majority of dissident directors, nominated pursuant to a proxy contest, and the ultimate election of such dissident slate would not constitute a change of control that, together with the occurrence of a rating event, could trigger holders' right to require us to offer to repurchase the notes upon a change of control triggering event.

Change of control triggering event means the occurrence of both a change of control and a rating event.

Continuing directors means, as of any date of determination, any member of our Board of Directors who (a) was a member of the Board of Directors on the date the notes were issued or (b) was nominated for election, elected or appointed to the Board of Directors with the approval of, a majority of the continuing directors who were members of the Board of Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of our proxy statement in which such member was named as a nominee for election as a director).

Fitch means Fitch Ratings.

Investment grade rating means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement rating agency or rating agencies selected by us.

Moody's means Moody's Investors Service, Inc.

Rating agencies means (a) each of Fitch, Moody's and S&P, and (b) if any of Fitch, Moody's or S&P ceases to rate the notes or fails to make a rating of the notes publicly available for reasons outside of our control,

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a nationally recognized statistical rating organization (within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act) selected by us as a replacement rating agency for a former rating agency.

Rating event means the rating on the applicable series of the notes is lowered by each of the rating agencies and the notes of such series are rated below an investment grade rating by each of the rating agencies on any day within the 60-day period (which 60-day period will be extended so long as the rating of the notes of such series is under publicly announced consideration for a possible downgrade by any of the rating agencies) after the earlier of (a) the occurrence of a change of control and (b) public notice of the occurrence of a change of control or our intention to effect a change of control; provided that a rating event will not be deemed to have occurred in respect of a particular change of control (and thus will not be deemed a rating event for purposes of the definition of change of control triggering event) if any rating agency making the reduction in rating does not publicly announce or confirm or inform the trustee in writing at our request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the change of control (whether or not the applicable change of control has occurred at the time of the rating event).

S&P means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc.

Voting stock means, with respect to any specified person (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date, the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

Same-Day Settlement and Payment

The notes will trade in the same-day funds settlement system of DTC until maturity or until we issue the notes in definitive form. DTC will therefore require secondary market trading activity in the notes to settle in immediately available funds. We can give no assurance as to the effect, if any, of settlement in immediately available funds on trading activity in the notes.

Book-Entry System; Delivery and Form

Each series of notes will be issued in the form of one or more fully registered global securities. For purposes of this prospectus supplement, global security refers to the global security or securities representing the entire issue of the applicable series of notes. Each global security will be deposited with the trustee as custodian for DTC and registered in the name of Cede & Co., or Cede, as DTC's nominee. Except in limited circumstances, the notes will not be issued in definitive certificated form. A global security may be transferred, in whole and not in part, only to DTC or to another nominee of DTC. See Description of Debt Securities Form and Exchange of Debt Securities in the accompanying prospectus for additional information on DTC and the rules and operating procedures of DTC.

Holding Through Euroclear and Clearstream, Luxembourg

You may hold interests in the global security through Euroclear or Clearstream, Luxembourg, in each case, as a participant in DTC. Euroclear and Clearstream, Luxembourg will hold interests, in each case, on behalf of their participants through customers' securities accounts in the names of Euroclear and Clearstream, Luxembourg on the books of their respective depositaries, which in turn will hold such interests in customers' securities accounts in the depositaries' names on DTC's books.

Payments, deliveries, transfers, exchanges, notices and other matters relating to the notes made through Euroclear or Clearstream, Luxembourg must comply with the rules and procedures of those systems. Transactions between participants in Euroclear or Clearstream, Luxembourg, on one hand, and other participants in DTC, on the other hand, would also be subject to DTC's rules and procedures.

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Investors will be able to make and receive through Euroclear and Clearstream, Luxembourg payments, deliveries, transfers, exchanges, notices and other transactions involving any securities held through those systems only on days when those systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States.

In addition, because of time-zone differences, U.S. investors who hold their interests in the notes through these systems and wish to transfer their interests, or to receive or make a payment or delivery or exercise any other right with respect to their interests, on a particular day may find that the transaction will not be effected until the next business day in Luxembourg or Brussels, as applicable.

The information in this prospectus supplement concerning DTC, Euroclear and Clearstream, Luxembourg, including the operations and procedures of DTC, Euroclear and Clearstream, Luxembourg, has been obtained from sources that we believe to be reliable, but neither we nor the underwriters take responsibility for their accuracy. These operations and procedures are solely within the control of DTC, Euroclear and Clearstream, Luxembourg, as applicable, and are subject to change by them from time to time. None of Sara Lee, the underwriters or the trustee takes any responsibility for these operations and procedures, and you are urged to contact DTC, Euroclear, Clearstream, Luxembourg or their respective participants to discuss these matters.

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CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

General

This section summarizes the material U.S. tax consequences to holders of notes. However, the discussion is limited in the following ways:

The discussion only covers you if you buy your notes in the initial offering.

The discussion only covers you if you hold your notes as a capital asset (that is, for investment purposes), and if you do not have a special tax status such as:

certain financial institutions;

insurance companies;

dealers in securities or foreign currencies;

persons holding notes as part of a hedge;

U.S. Holders whose functional currency is not the U.S. dollar; or

persons subject to the alternative minimum tax.

The discussion does not cover tax consequences that depend upon your particular tax situation in addition to your ownership of notes.

The discussion does not cover you if you are a partner in a partnership (or entity treated as a partnership for U.S. tax purposes). If a partnership holds notes, the tax treatment of a partner will generally depend upon the status of the partner and upon the activities of the partnership.

The discussion is based on current law. Changes in the law may change the tax treatment of the notes.

The discussion does not cover state, local or foreign law.

We have not requested a ruling from the Internal Revenue Service (the IRS) on the tax consequences of owning the notes. As a result, the IRS could disagree with portions of this discussion.

If you are considering buying notes, we suggest that you consult your tax advisor about the tax consequences of holding the notes in your particular situation.

Tax Consequences to U.S. Holders

This section applies to you if you are a U.S. Holder. A U.S. Holder is a beneficial owner of notes who or which is:

an individual U.S. citizen or resident alien;

a corporation or entity taxable as a corporation for U.S. fe