

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
WASHINGTON, D.C. 20549

**FORM S-3
REGISTRATION STATEMENT**

UNDER
THE SECURITIES ACT OF 1933

**KRAFT HEINZ FOODS COMPANY
THE KRAFT HEINZ COMPANY**

(Exact name of each registrant as specified in its charter)

Pennsylvania
Delaware
(State or other jurisdiction of
incorporation or organization)

2030
2030
(Primary Standard Industrial Classification Code Number)

25-0512520
46-2078182
(I.R.S. Employer
Identification Number)

One PPG Place,
Pittsburgh, Pennsylvania 15222
(412) 456-5700
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

James J. Savina
Senior Vice President and General Counsel
One PPG Place,
Pittsburgh, Pennsylvania 15222
(412) 456-5700
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

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John C. Kennedy, Esq.
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1285 Avenue of the Americas
New York, NY 10019-6064
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Approximate date of commencement of proposed sale of the securities to the public: From time to time after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

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

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

(Do not check if a smaller reporting company)

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered ⁽¹⁾	Proposed Maximum Offering Price Per Unit ⁽¹⁾	Proposed Maximum Aggregate Offering Price ⁽¹⁾	Amount of Registration Fee ⁽¹⁾
KRAFT HEINZ FOODS COMPANY				
Guarantees of The Kraft Heinz Company Debt Securities ⁽³⁾				
Debt Securities				
Warrants				
Purchase Contracts				
Units ⁽²⁾				
THE KRAFT HEINZ COMPANY				
Guarantees of Kraft Heinz Foods Company Debt Securities ⁽³⁾				
Debt Securities				
Common Stock ⁽⁴⁾				
Preferred Stock ⁽⁴⁾				
Depository Shares				
Warrants				
Purchase Contracts				
Units ⁽²⁾				

- (1) An indeterminate principal amount or number of debt securities, common stock, preferred stock, depository shares, warrants, purchase contracts, guarantees and units are being registered as may, from time to time, be offered at indeterminate prices. In accordance with Rules 456(b) and 457(r) under the Securities Act of 1933, the registrants are deferring payment of the registration fee for these securities.
- (2) Any securities registered hereunder may be sold separately or as units with other securities registered hereunder.
- (3) The Kraft Heinz Company will guarantee the debt securities of Kraft Heinz Foods Company registered hereunder. Kraft Heinz Foods Company will guarantee the debt securities of The Kraft Heinz Company registered hereunder. No separate consideration will be received for such guarantees.
- (4) Including an indeterminate number of shares of common stock and preferred stock as may from time to time be issued upon conversion or exchange of debt securities or preferred stock, or upon the exercise of warrants or purchase contracts, as the case may be.

Prospectus



**The Kraft Heinz Company
Kraft Heinz Foods Company**

Debt Securities
Common Stock
Preferred Stock
Depositary Shares
Warrants
Purchase Contracts
Guarantees
Units

The Kraft Heinz Company (“Kraft Heinz” or the “Company”), Kraft Heinz Foods Company (“KHFC” or, together with Kraft Heinz, the “Issuers,” “we,” “our,” and “us”) or selling securityholders may, from time to time, offer and sell, in one or more offerings, debt securities, warrants, purchase contracts, guarantees, units or any combination of these securities. In addition, Kraft Heinz or selling securityholders may, from time to time, offer and sell, in one or more offerings, common stock, preferred stock, depositary shares, or any combination of these securities. Each time we, or a selling securityholder, sells securities pursuant to this prospectus, we will provide a supplement to this prospectus (as applicable) that contains specific information about the offering and the specific terms of the securities offered. This prospectus may be used to offer securities for the account of persons other than us. We or any selling securityholders may offer and sell these securities to or through one or more underwriters, brokers, dealers, agents, or directly to purchasers, on a continuous or delayed basis. You should read this prospectus and the applicable prospectus supplement carefully before you invest in our securities.

Our corporate co-headquarters are located in Pittsburgh, Pennsylvania and Chicago, Illinois. Our principal executive offices in Pittsburgh are located at The Kraft Heinz Company; One PPG Place; Pittsburgh, Pennsylvania 15222. Our principal executive offices in Chicago are located at The Kraft Heinz Company; 200 East Randolph Street, Suite 7600; Chicago, Illinois 60601. Our telephone number is (412) 456-5700. Kraft Heinz’s common stock is listed on the Nasdaq Global Select Market and trades under the ticker symbol “KHC.”

Investing in our securities involves risks. See “[Risk Factors](#)” on page 5 of this prospectus.

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

The date of this prospectus is August 24, 2016.

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ABOUT THIS PROSPECTUS

This prospectus is part of an automatic shelf registration statement that we filed with the Securities and Exchange Commission, or the SEC, as a “well-known seasoned issuer” as defined in Rule 405 under the Securities Act of 1933 (the “Securities Act”). By using an automatic shelf registration statement, we or certain securityholders may, at any time and from time to time, sell securities under this prospectus in one or more offerings in an unlimited amount. As allowed by the SEC rules, this prospectus does not contain all of the information included in the registration statement. For further information, we refer you to the registration statement, including its exhibits. Statements contained in this prospectus about the provisions or contents of any agreement or other document are not necessarily complete. If the SEC’s rules and regulations require that an agreement or document be filed as an exhibit to the registration statement, please see that agreement or document for a complete description of these matters.

This prospectus provides you with a general description of the securities that may be offered. Each time we use this prospectus to offer securities, we will provide you with a prospectus supplement that will describe the specific amounts, prices and terms of the securities being offered. The prospectus supplement may also add, update or change information contained in this prospectus. Therefore, if there is any inconsistency between the information in this prospectus and the prospectus supplement, you should rely on the information in the prospectus supplement.

To understand the terms of our securities, you should carefully read this document and the applicable prospectus supplement. Together, they give the specific terms of the securities we are offering. You should also read the documents we have referred you to under the heading “Where You Can Find More Information” below for information about us and our financial statements. You can read the registration statement and exhibits on the SEC’s Web site or at the SEC as described under the heading “Where You Can Find More Information.”

You should rely only on the information contained or incorporated by reference in this prospectus and in any accompanying prospectus supplement or in any related free writing prospectus. We have not authorized any other person to provide you with any additional or different information with respect to us or the securities offered hereby. This document may only be used where it is legal to offer and sell these securities. You should only assume that the information in this prospectus or in any applicable prospectus supplement is accurate as of the date of those documents. Our business, financial condition, results of operations and prospects may have changed in material respects since such dates. Neither we, nor any applicable securityholder are making an offer of these securities in any jurisdiction where the offer or sale is not permitted.

KRAFT HEINZ

Kraft Heinz is one of the largest food and beverage companies in the world, with sales in more than 190 countries and territories. We manufacture and market food and beverage products, including condiments and sauces, cheese and dairy, meals, meats, refreshment beverages, coffee, and other grocery products, throughout the world, under a host of iconic brands including *Heinz*, *Kraft*, *Oscar Mayer*, *Planters*, *Philadelphia*, *Velveeta*, *Lunchables*, *Maxwell House*, *Capri Sun*, and *Ore-Ida*. A globally recognized producer of delicious foods, we provide products for all occasions, whether at home, in restaurants or on the go.

Kraft Heinz is a Delaware corporation. KHFC is a Pennsylvania corporation. Our corporate co-headquarters are located in Pittsburgh, Pennsylvania and Chicago, Illinois. Our principal executive offices in Pittsburgh are located at The Kraft Heinz Company; One PPG Place; Pittsburgh, Pennsylvania 15222. Our principal executive offices in Chicago are located at The Kraft Heinz Company; 200 East Randolph Street, Suite 7600; Chicago, Illinois 60601. Our telephone number is (412) 456-5700. Our Internet Web site is: www.kraftheinzcompany.com. Except for the documents expressly incorporated by reference in this prospectus as described under the heading “Incorporation by Reference,” the information and other content contained on our Web site are not incorporated by reference in this prospectus, and you should not consider them to be a part of this prospectus.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any of this information filed with the SEC at the SEC’s Public Reference Room at Room 1580, 100 F Street, N.E., Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. Also, the SEC maintains a Web site that contains reports, proxy and information statements, and other information regarding issuers, including us, that file electronically with the SEC. The public can obtain any documents that we file electronically with the SEC at www.sec.gov.

Our filings are also available on our Web site at www.kraftheinzcompany.com, as soon as reasonably practicable after we submit such material to the SEC. Please note, however, that we have not incorporated any other information by reference from our Web site, other than the documents listed below under the heading “Incorporation by Reference.”

INCORPORATION BY REFERENCE

The SEC allows us to “incorporate by reference” certain information into this prospectus. This means that we can disclose important information to you by referring you to those documents that contain the information. The information incorporated by reference is deemed to be part of this prospectus, except for any information superseded by information contained directly in this prospectus. These documents contain important information about the Issuers and our financial condition, business and results of operations.

The following documents, which we have filed with the SEC, are hereby incorporated by reference in, and shall be deemed to be a part of, this prospectus and the registration statement of which this prospectus forms a part (except for information deemed “furnished” (and therefore not “filed”) for purposes of applicable securities laws):

- Kraft Heinz’s Annual Report on Form 10-K for the fiscal year ended January 3, 2016 (including the portions of our Definitive Proxy Statement on Schedule 14A incorporated by reference therein);
- Kraft Heinz’s Quarterly Report on Form 10-Q for the quarterly periods ended April 3, 2016 and July 3, 2016;
- Kraft Heinz’s Current Reports on Form 8-K filed with the SEC on August 10, 2015 relating to the update of certain financial information included in the Annual Report on Form 10-K for the year ended December 27, 2014 (only Exhibit 99.1) of Kraft Foods Group, Inc. (“Kraft”), August 10, 2015 relating to the interim unaudited condensed consolidated financial information for the three and six months ended June 27, 2015 for Kraft (only Exhibit 99.1), February 12, 2016, April 26, 2016, May 6, 2016, May 25, 2016, June 7, 2016; July 7, 2016; and August 19, 2016;
- The description of Kraft Heinz’s common stock contained in our registration statement on Form 8-A filed with the Commission on July 1, 2015, pursuant to Section 12(b) of the Exchange Act, and any amendment or report filed for the purpose of further updating such description; and
- Future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and prior to the date of the termination of the offering of securities made under this prospectus. Unless specifically stated to the contrary, none of the information we disclose under Items 2.02 or 7.01 of any Current Report on Form 8-K that we may from time to time furnish to the SEC will be incorporated by reference into, or otherwise included in, this prospectus.

The SEC file numbers for any Exchange Act reports incorporated by reference into this prospectus (or the registration statement of which this prospectus forms a part) are: (i) 1-37482 for Kraft Heinz; and (ii) 1-03385 for KHFC. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded to the extent that a statement contained herein (or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein) modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus or the registration statement of which this prospectus forms a part. We will provide you with a copy of any of these filings at no cost, if you submit a request to us by contacting us at the following address or telephone number:

The Kraft Heinz Company
Attention: Office of the Corporate Secretary
One PPG Place
Pittsburgh, Pennsylvania 15222
Telephone: (412) 456-5700

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents we have incorporated by reference herein contain a number of forward-looking statements. Words such as “anticipate,” “estimate,” “expect,” “plan,” “continue,” “believe,” “may,” “will,” and variations of those words and similar expressions are intended to identify our forward-looking statements. These forward-looking statements are not guarantees of future performance and are subject to a number of risks and uncertainties, many of which are difficult to predict and beyond our control. Important factors that affect our business and operations and that could cause actual results to differ materially from those in our forward-looking statements include, but are not limited to, increased competition; our ability to maintain, extend and expand our reputation and brand image; our ability to differentiate our products from other brands; the consolidation of retail customers; our ability to predict, identify and interpret changes in consumer preferences and demand; our ability to drive revenue growth in our key product categories, increase our market share, or add products; an impairment of the carrying value of goodwill or other indefinite-lived intangible assets; volatility in commodity, energy and other input costs; changes in our management team or other key personnel; our inability to realize the anticipated benefits from our cost savings initiatives; changes in relationships with significant customers and suppliers; execution of our international expansion strategy; changes in laws and regulations; legal claims or other regulatory enforcement actions; product recalls or product liability claims; unanticipated business disruptions; failure to successfully integrate the business and operations of Kraft Heinz in the expected time frame; our ability to complete or realize the benefits from potential and completed acquisitions, alliances, divestitures or joint ventures; economic and political conditions in the nations in which we operate; the volatility of capital markets; increased pension, labor and people-related expenses; volatility in the market value of all or a portion of the derivatives we use; exchange rate fluctuations; disruptions in information technology networks and systems; our inability to protect intellectual property rights; impacts of natural events in the locations in which we or our customers, suppliers or regulators operate; our indebtedness and ability to pay such indebtedness; tax law changes or interpretations; and other factors. All forward-looking statements are further qualified by and should be read in conjunction with the risks and uncertainties described or referred to under the heading “Risk Factors” of this prospectus.

Although we believe that we have been prudent in our plans and the underlying assumptions, no assurance can be given that any goal or plan set forth in forward-looking statements can or will be achieved, and readers are cautioned not to place undue reliance on such statements which speak only as of the date they were made. Except to the extent of our obligations under the federal securities laws, we undertake no obligation to update any of the forward-looking information included in this prospectus or any document we incorporate by reference in this prospectus, whether as a result of new information, future events, changes in expectations or otherwise.

RISK FACTORS

Investing in our securities involves risk. Before you decide whether to purchase any of our securities, in addition to the other information, documents or reports included in or incorporated by reference into this prospectus and any accompanying prospectus supplement or other offering materials, you should carefully consider the risk factors in the section entitled “Risk Factors” in any prospectus supplement as well as Kraft Heinz’s most recent Annual Report on Form 10-K and most recent Quarterly Reports on Form 10-Q, which are incorporated by reference into this prospectus and any prospectus supplement, as the same may be amended, supplemented or superseded from time to time by our filings under the Exchange Act. For more information, please see the section entitled “Incorporation by Reference.” These risks could materially and adversely affect our business, results of operations and financial condition and could result in a partial or complete loss of your investment.

USE OF PROCEEDS

Unless we otherwise state in the applicable prospectus supplement, we expect to use the net proceeds from the sale of the offered securities for general corporate purposes. General corporate purposes may include repayment of debt, additions to working capital, capital expenditures, investments in our subsidiaries, possible acquisitions and the repurchase, redemption or retirement of securities, including our common stock. The net proceeds may be temporarily invested or applied to repay short-term or revolving debt prior to use. Unless otherwise specified in the applicable prospectus supplement, we do not expect to receive any proceeds from the sale of securities by any selling securityholder.

RATIOS OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratios of earnings to fixed charges on a historical basis for the periods indicated. This information should be read in conjunction with the consolidated financial statements and the accompanying notes incorporated by reference in this prospectus. See “Where You Can Find More Information” and “Incorporation by Reference.”

	Successor				Predecessor (H. J. Heinz Company)			
	July 3, 2016 (26 weeks)	January 3, 2016 (53 weeks)	December 28, 2014 (52 weeks)	February 8- December 29, 2013 (29 weeks)	April 29 - June 7, 2013 (6 weeks)	April 28, 2013 (52 weeks)	April 29, 2012 (52 1/2 weeks)	April 27, 2011 (52 weeks)
Ratio of earnings to fixed charges	5.80x	1.74x	2.10x	(a)	(a)	5.06x	4.61x	5.55x

Earnings available for fixed charges represent income/(loss) from continuing operations before income or loss from equity investees, income taxes, and fixed charges excluding capitalized interest, net of amortization. Fixed charges represent interest expense (including amortization of debt expense and any discount or premium relating to indebtedness), capitalized interest, and the portion of rental expense deemed to be the equivalent of interest. Interest expense excludes interest related to uncertain tax positions and other third-party indebtedness.

(a) The ratio coverage during the period from February 8 to December 29, 2013 (“2013 Successor Period”) and during the period from April 29 to June 7, 2013 (“2013 Predecessor Period”) was less than 1:1. We would have needed to generate additional earnings of \$299 million during the 2013 Successor Period and \$130 million during the 2013 Predecessor Period to achieve ratio coverage of 1:1.

DESCRIPTION OF KHFC DEBT SECURITIES

We have summarized below certain general terms and provisions of KHFC's debt securities that we may offer under this prospectus. The particular terms of a series of such debt securities offered by a prospectus supplement will be described in that prospectus supplement. The debt securities may be issued under, and entitled to the benefits of, an indenture, dated as of July 1, 2015, between KHFC, as issuer, Kraft Heinz, as guarantor and Deutsche Bank Trust Company Americas, as successor trustee.

This prospectus briefly describes the material indenture provisions. The following summary does not purport to be a complete description of the indenture, which has been incorporated by reference in this registration statement, and is subject to the detailed provisions of, and qualified in its entirety by reference to, the indenture, including any terms deemed to be a part thereof by the Trust Indenture Act of 1939, or the "TIA." For your reference, in the summary that follows, we have included certain references to section numbers of the indenture so that you can more easily locate these provisions.

The material financial, legal and other terms particular to each series of KHFC debt securities will be described in the prospectus supplement relating to the debt securities of that series. You should read the more detailed provisions of the indenture, including the defined terms, for provisions that may be important to you. You should also read the particular terms of a series of KHFC debt securities, which will be described in more detail in the applicable prospectus supplement.

We are not required to issue future issues of debt securities under the indenture described in this prospectus. We are free to use other indentures or documentation, containing provisions different from those described in this prospectus, in connection with future issues of other debt securities.

Capitalized terms used below are defined under "Defined Terms." In this description of KHFC debt securities, the term "debt securities" refers to debt securities issued by KHFC and the terms "we," "our," and "us" refer collectively to KHFC as the issuer (or "Issuer") of such debt securities and Kraft Heinz as the guarantor (or "Guarantor") of such debt securities, and unless otherwise indicated, not to any of Kraft Heinz's other subsidiaries.

General

The debt securities will rank equally with all of our other unsecured debt. The payment of the principal, premium and interest on such debt securities will be fully and unconditionally guaranteed on a senior unsecured basis by Kraft Heinz. None of Kraft Heinz's subsidiaries will guarantee the debt securities. The indenture does not limit the amount of debt we may issue and provides that additional debt securities may be issued up to the aggregate principal amount authorized by or pursuant to a board resolution. We may issue the debt securities from time to time in one or more series with the same or various maturities, at par, at a discount or at a premium. The prospectus supplement relating to any debt securities being offered will include specific terms relating to the offering, including the particular amount, price and other terms of those debt securities. These terms will include some or all of the following:

- the title of the debt securities;
- any limit upon the aggregate principal amount of the debt securities;
- the date or dates on which the principal of the debt securities will be payable or their manner of determination;
- if the securities will bear interest:
 - the interest rate or rates;
 - the date or dates from which any interest will accrue;
 - the interest payment dates for the debt securities; and

- the regular record date for any interest payable on any interest payment date; or
 - the method of determining any of the above;
- the place or places where the principal of, and any premium and interest on, the debt securities will be payable;
- currency or currency unit in which the debt securities will be denominated and payable, if other than U.S. dollars, and the holders' rights, if any, to elect payment in a foreign currency or a foreign currency unit other than that in which the debt securities are payable;
- whether the amounts of payments of principal of, and any premium and interest on, the debt securities are to be determined with reference to an index, formula or other method, and if so, the manner in which such amounts will be determined;
- whether the debt securities will be issued in whole or in part in the form of global securities and, if so, the depositary and the global exchange agent for the global securities, whether permanent or temporary;
- whether the debt securities will be issued as registered securities, bearer securities or both, and any restrictions on the exchange of one form of debt securities for another and on the offer, sale and delivery of the debt securities in either form;
- if the debt securities are issuable in definitive form upon the satisfaction of certain conditions, the form and terms of such conditions;
- if denominations other than \$1,000 or any integral multiple of \$1,000 shall be issued, the denominations in which the debt securities will be issued;
- the period or periods within which, the price or prices at which and the terms on which any of the debt securities may be redeemed, in whole or in part at our option, and any remarketing arrangements;
- the terms on which we would be required to redeem, repay or purchase debt securities required by any sinking fund, mandatory redemption or similar provision; and the period or periods within which, the price or prices at which and the terms and conditions on which the debt securities will be so redeemed, repaid and purchased in whole or in part;
- the portion of the principal amount of the debt securities that is payable on the declaration of acceleration of the maturity, if other than their principal amount; these debt securities could include original issue discount, or OID, debt securities or indexed debt securities, which are each described below;
- any special tax implications of the debt securities, including whether and under what circumstances, if any, we will pay additional amounts under any debt securities held by a person who is not a United States person for tax payments, assessments or other governmental charges and whether we have the option to redeem the debt securities which are affected by the additional amounts instead of paying the additional amounts;
- any addition to or modification or deletion of any provisions for the satisfaction and discharge of our obligations under the indenture and specific series of debt securities;
- whether and to what extent the debt securities are subject to defeasance on terms different from those described below under the heading "Defeasance";
- any trustees, paying agents, transfer agents, registrars, depositaries or similar agents with respect to the debt securities;
- if the debt securities bear no interest, any dates on which lists of holders of these debt securities must be provided to the trustee;
- whether the debt securities will be convertible or exchangeable into other securities, and if so, the terms and conditions upon which the debt securities will be convertible or exchangeable;

- any addition to, or modification or deletion of, any event of default or any covenant specified in the indenture; or
- any other specific terms of the debt securities.

(Section 301)

We may issue debt securities as original issue discount, or OID, debt securities. OID debt securities bear no interest or bear interest at below-market rates and are sold at a discount below their stated principal amount. If we issue OID debt securities, the prospectus supplement will contain the issue price of the securities and the rate at which and the date from which discount will accrete.

We may also issue indexed debt securities. Payments of principal of, and any premium and interest on, indexed debt securities are determined with reference to the rate of exchange between the currency or currency unit in which the debt security is denominated and any other currency or currency unit specified by us, to the relationship between two or more currencies or currency units, to the price of one or more specified securities or commodities, to one or more securities or commodities exchange indices or other indices or by other similar methods or formulas, all as specified in the prospectus supplement.

Consolidation, Merger or Sale

We have agreed not to consolidate with or merge into any other corporation or convey, transfer or lease all or substantially all of our properties and assets to any person, unless:

- we are the continuing corporation or any resulting, surviving or transferee person (the “successor purchaser”) is an entity organized under the laws of the United States, any state of the United States or the District of Columbia;
- the successor purchaser (if not us) expressly assumes by a supplemental indenture the due and punctual payment of the principal of, and any premium and interest on, all outstanding debt securities and the performance of every covenant in the indenture we would otherwise have to perform as if it were an original party to the indenture;
- immediately after the effective date of the transaction, no Event of Default has occurred and is continuing under the indenture; and
- we deliver to the Trustee an Officer’s Certificate and an opinion of counsel, each stating that the consolidation, merger, conveyance or transfer and the supplemental indenture, if applicable, comply with these provisions and that all conditions precedent provided for in the indenture relating to such transaction shall have been complied with.

In the event that we consolidate with or merge into another entity or convey, transfer or lease all or substantially all of our assets to any person, the successor purchaser will assume all of our obligations, as applicable, under the indenture as if it were an original party to the indenture, and we will be discharged from all of our obligations under the indenture. After assuming such obligations, the successor purchaser will have all of our rights and powers under the indenture.

(Sections 801 and 802)

Waivers Under the Indenture

Under the indenture, the holders of a majority in aggregate principal amount of the outstanding debt securities of any series, may on behalf of all holders of that series:

- waive our compliance with certain covenants of the indenture; and
- waive any past default under the indenture, except:
 - a default in the payment of the principal of, or any premium or interest on, any debt securities of the series; and
 - a default under any covenant or provision of the indenture which itself cannot be modified without the consent of the holders of each affected debt security of the series.

(Sections 513 and 1009)

Events of Default

When we use the term “Event of Default” in the indenture with respect to a particular series of debt securities, we mean any of the following:

- we fail to pay interest on any debt security of that series for 30 days after payment was due;
- we fail to make payment of the principal of, or any premium on, any debt security of that series when due;
- we fail to make any sinking fund payment when due with respect to debt securities of that series;
- we fail to perform any other covenant or warranty in the indenture and this failure continues for 90 days after we receive written notice of it from the trustee or holders of 25% in principal amount of the outstanding debt securities of that series;
- we or a court take certain actions relating to bankruptcy, insolvency or reorganization of our company; or
- any other event of default that may be specified for the debt securities of the series or in the board resolution, Officer’s Certificate or supplemental indenture with respect to the debt securities of that series.

(Section 501)

The supplemental indenture, applicable Officer’s Certificate or the form of security for a particular series of debt securities may include additional Events of Default or changes to the Events of Default described above. The Events of Default applicable to a particular series of debt securities will be discussed in the prospectus supplement relating to such series.

A default with respect to a single series of debt securities under the indenture will not necessarily constitute a default with respect to any other series of debt securities issued under the indenture. A default under our other indebtedness will not be a default under the indenture. The trustee may withhold notice to the holders of debt securities of any default, except for defaults that involve our failure to pay principal or interest or to make any sinking fund payment, if it determines in good faith that the withholding of notice is in the interest of the holders. (Section 602)

If an Event of Default for any series of debt securities occurs and continues (other than an Event of Default involving our bankruptcy, insolvency or reorganization), either the trustee or the holders of at least 25% in aggregate principal amount of the outstanding debt securities of the affected series may require us upon notice in writing to us, to immediately repay the entire principal (or, in the case of (a) OID debt securities, a lesser amount as provided in those OID

debt securities or (b) indexed debt securities, an amount determined by the terms of those indexed debt securities), of all the debt securities of such series together with accrued interest on the debt securities.

If an Event of Default occurs which involves our bankruptcy, insolvency or reorganization, then all unpaid principal amounts (or, if the debt securities are (a) OID debt securities, then the portion of the principal amount that is specified in those OID debt securities or (b) indexed debt securities, then the portion of the principal amount that is determined by the terms of those indexed debt securities) and accrued interest on all debt securities of each series will immediately become due and payable, without any action by the trustee or any holder of debt securities. (Section 502)

Subject to certain conditions, the holders of a majority in principal amount of the outstanding debt securities of a series may rescind a declaration of acceleration if all Events of Default, besides the failure to pay principal or interest due solely because of the declaration of acceleration, have been cured or waived. (Section 502)

Other than its duties in case of a default, the trustee is not obligated to exercise any of its rights or powers under the indenture at the request, order or direction of any holders, unless the holders offer the trustee indemnity satisfactory to it. The holders of a majority in principal amount outstanding of any series of debt securities may, subject to certain limitations, direct the time, method and place of conducting any proceeding for any remedy available to the trustee, or exercising any power conferred upon the trustee, for any series of debt securities. (Sections 507 and 512)

The indenture requires us to file each year with the trustee, an officer's certificate that states that:

- the signing officer has supervised a review of the activities and performance under the indenture; and
- to the best of his or her knowledge, based on the review, we comply with all conditions and covenants of the indenture.

(Section 1005)

A judgment for money damages by courts in the United States, including a money judgment based on an obligation expressed in a foreign currency, will ordinarily be rendered only in U.S. dollars. New York statutory law provides that a court shall render a judgment or decree in the foreign currency of the underlying obligation and that the judgment or decree shall be converted into U.S. dollars at the exchange rate prevailing on the date of entry of the judgment or decree. If a court requires a conversion to be made on a date other than a judgment date, the indenture requires us to pay additional amounts necessary to ensure that the amount paid in U.S. dollars to a holder is equal to the amount due in such foreign currency. (Section 516)

Payment

We will pay the principal of, and any premium and interest on, fully registered securities at the place or places that we will designate for such purposes. We will make payment to the persons in whose names the debt securities are registered on the close of business on the day or days that we will specify in accordance with the indenture. We will pay the principal of, and any premium on, registered debt securities only against surrender of those debt securities. Any other payments, including payment on any securities issued in bearer form, will be made as set forth in the applicable prospectus supplement. (Section 307)

Restrictive Covenants

The indenture includes the following restrictive covenants:

Limitations on Liens

The indenture limits the amount of liens that we or our Subsidiaries may incur or otherwise create in order to secure indebtedness for borrowed money, upon any Principal Facility or any shares of capital stock that any of our Subsidiaries owning any Principal Facility has issued to us or any of our Subsidiaries. If we or any of our Subsidiaries incur such liens, then we will secure the debt securities to the same extent and in the same proportion as the debt that is secured by such liens. This covenant does not apply, however, to any of the following:

- liens incurred in connection with the issuance by a governmental entity, state or political subdivision thereof of any securities the interest on which is exempt from federal income taxes;
- liens existing on the date of the indenture;
- liens on property existing at the time we or a Restricted Subsidiary acquire such property or existing on property of any Person that becomes a Subsidiary at the time such Person becomes a Subsidiary, including through a merger, share exchange or consolidation or securing the payment of all or part of the purchase price of such property or to secure indebtedness incurred solely for the purpose of financing the acquisition of such property;
- liens securing indebtedness incurred to finance the development, construction, repair, alteration or improvement of property incurred prior to, or within 180 days after the later of, completion of development, construction, repair, alteration or improvement of such property and the commencement of full operation of such property; provided, however, that such Liens shall not apply to any other property of the Guarantor or any Restricted Subsidiary;
- liens in favor of a U.S. federal, state or municipal governmental entity entered into for the purposes of reducing certain tax liabilities of the Issuer or its Subsidiaries, provided that the Issuer or such Subsidiary may upon not more than 120 days' notice obtain title from such governmental entity to such property free and clear of any Liens (other than Liens permitted by this paragraph) by paying a nominal fee or the amount of any taxes (or any portion thereof) that would have otherwise been due and payable had such transaction not been terminated, by canceling issued bonds, if any, or otherwise terminating or unwinding such transaction;
- liens in favor of Kraft Heinz or any of its Restricted Subsidiaries;
- liens required in connection with governmental programs which provide financial or tax benefits, so long as substantially all of the obligations secured thereby are in lieu of or reduce an obligation that would have been secured by a Lien permitted under this indenture; or
- liens for the sole purpose of refunding, refinancing, exchanging, repaying, extending, renewing or replacing (including pursuant to any defeasance or discharge mechanism) all or part of the indebtedness secured by any lien referred to in the previous bullet points (other than the sixth bullet point) or in this bullet point if the extension, removal and replacement is limited to all or a part of the property secured by the original lien.

Notwithstanding the foregoing, we and/or any of our Restricted Subsidiaries may incur liens that would otherwise be subject to the restriction described above, without securing debt securities issued under the indenture equally and ratably, if the aggregate value of all outstanding indebtedness secured by the liens and the value of Sale and Leaseback Transactions does not at the time exceed the greater of:

- 10% of Kraft Heinz's Consolidated Net Tangible Assets; or
- 10% of Kraft Heinz's Consolidated Capitalization.

(Section 1007)

Sale and Leaseback Transactions

A Sale and Leaseback Transaction by us or any Restricted Subsidiary of any Principal Facility is prohibited, unless:

- within 180 days of the effective date of the arrangement, an amount equal to the greater of the proceeds of the Sale and Leaseback Transaction and the fair value of the property subject to the Sale and Leaseback Transaction (“value”) (as determined by the Issuer in good faith) is applied to the retirement of long-term unsubordinated indebtedness for borrowed money with more than one-year stated maturity;
- the sum of (1) the aggregate amount of all Attributable Debt then outstanding with respect to such Sale and Leaseback Transaction and (2) all Attributable Debt then outstanding under this bullet and all indebtedness secured by liens pursuant to the second paragraph under “—Limitation on Liens” above would not, at the time such transaction is entered into, exceed the greater of 10% of our Consolidated Net Tangible Assets and 10% of our Consolidated Capitalization;
- the Sale and Leaseback Transaction exists on the date of the indenture or at the time any Person that owns a Principal Facility becomes a Restricted Subsidiary;
- the Sale and Leaseback Transaction is entered into solely between the Guarantor and any Subsidiary or between its Subsidiaries;
- the Sale and Leaseback Transaction is with a governmental authority that provides financial or tax benefits; or
- the Sale and Leaseback Transaction is entered into within 180 days after the initial acquisition of the Principal Facility subject to the Sale and Leaseback Transaction.

There are no other restrictive covenants in the indenture. The indenture will not require us to maintain any financial ratios or minimum levels of net worth or liquidity and does not restrict the payment of dividends or other distributions on our capital stock or the redemption or purchase of our capital stock.

Defined Terms

“Attributable Debt” means, with regard to a Sale and Leaseback Transaction with respect to a Principal Facility, an amount equal to the lesser of: (a) the fair market value of the property (as determined in good faith by our board of directors); and (b) the present value of the total net amount of rent payments to be made under the lease during its remaining term (including any period for which such lease has been extended and excluding any unexercised renewal or other extension options exercisable by the lessee, and excluding amounts on account of maintenance and repairs, services, taxes and similar charges and contingent rents), discounted at the rate of interest set forth or implicit in the terms of the lease (or, if not practicable to determine such rate, the weighted average interest rate per annum borne by the debt securities then outstanding), compounded semi-annually.

“Consolidated Capitalization” means the total assets appearing on Kraft Heinz’s most recent available consolidated balance sheet, less:

- current liabilities reflected on such consolidated balance sheet, including liabilities for indebtedness maturing more than 12 months from the date of the original creation thereof, but maturing within 12 months from the date of such consolidated balance sheet; and
- deferred income tax liabilities reflected in such consolidated balance sheet.

“Consolidated Net Tangible Assets” means the excess of all assets over current liabilities appearing on the Guarantor’s most recent available consolidated balance sheet, less goodwill and other intangible assets and the minority interests of third parties in Subsidiaries.

“Lien” means any mortgage or deed of trust, charge, pledge, lien (statutory or otherwise), privilege, security interest, assignment, easement, hypothecation, claim, preference, priority or other encumbrance upon or with respect to any property of any kind (including any conditional sale, capital lease or other title retention agreement, any leases in the nature thereof) real or personal, moveable or immovable, now owned or hereafter acquired; provided, however, that in no event shall an operating lease be deemed to constitute a Lien.

“Principal Facility” means all real property owned and operated by the Guarantor or any Subsidiary located within the United States and constituting part of any manufacturing plant or distribution facility, including all attached plumbing, electrical, ventilating, heating, cooling, lighting and other utility systems, ducts and pipes but excluding trade fixtures (unless their removal would cause substantial damage to the manufacturing plant or distribution facility), business machinery, equipment, motorized vehicles, tools, supplies and materials, security systems, cameras, inventory and other personal property and materials. However, no manufacturing plant or distribution facility will be a Principal Facility unless its net book value exceeds 2% of Consolidated Net Tangible Assets.

“Restricted Subsidiary” means any Subsidiary of the Guarantor (a) substantially all the property of which is located, or substantially all the business of which is carried on, within the United States and (b) that owns a Principal Facility.

“Sale and Leaseback Transaction” means the sale or transfer of a Principal Facility with the intention of taking back a lease of the property, except (i) a lease for a temporary period of less than 3 years, including renewals, with the intent that the use by the Guarantor or any Restricted Subsidiary will be discontinued on or before the expiration of such period or (ii) a lease between the Guarantor and one or more of its Subsidiaries or between one or more Subsidiaries of the Guarantor.

“Subsidiary” means, with respect to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power is at the time owned or controlled, directly or indirectly, by: (1) such Person, (2) such Person and one or more Subsidiaries of such Person or (3) one or more Subsidiaries of such Person. Unless otherwise specified or the context shall otherwise require, “Subsidiary” means a Subsidiary of the Guarantor.

(Section 101)

Global Securities

We may issue the debt securities in whole or in part in the form of one or more global securities that will be deposited with, or on behalf of, a depositary identified in the applicable prospectus supplement.

We may issue the global securities in either registered or bearer form and in either temporary or permanent form. We will describe the specific terms of the depositary arrangement with respect to a series of debt securities in the applicable prospectus supplement. We anticipate that the following provisions will apply to all depositary arrangements.

Once a global security is issued, the depositary will credit on its book-entry system the respective principal amounts of the individual debt securities represented by that global security to the accounts of institutions that have accounts with the depositary. These institutions are known as participants.

The underwriters for the debt securities will designate the accounts to be credited. However, if we have offered or sold the debt securities either directly or through agents, we or the agents will designate the appropriate accounts to be credited.

Ownership of beneficial interests in a global security will be limited to participants or persons that may hold beneficial interests through participants. Ownership of beneficial interests in a global security will be shown on, and the transfer of that ownership will be effected only through, records maintained by the depositary's participants or persons that may hold through participants. The laws of some states require that certain purchasers of debt securities take physical delivery of such securities. Those laws may limit the market for beneficial interests in a global security.

So long as the depositary for a global security, or its nominee, is the registered owner of a global security, the depositary or nominee will be considered the sole owner or holder of the debt securities represented by the global security for all purposes under the indenture. Except as provided in the applicable prospectus supplement, owners of beneficial interests in a global security:

- will not be entitled to have debt securities represented by global securities registered in their names;
- will not receive or be entitled to receive physical delivery of debt securities in definitive form; and
- will not be considered owners or holders of these debt securities under the indenture.

Payments of principal of, and any premium and interest on, the individual debt securities registered in the name of the depositary or its nominee will be made to the depositary or its nominee as the registered owner of that global security.

Neither we nor the trustee will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests of a global security, or for maintaining, supervising or reviewing any records relating to beneficial ownership interests and each of us and the trustee may act or refrain from acting without liability on any information provided by the depositary.

We expect that the depositary, after receiving any payment of principal of, and any premium and interest on, a global security, will immediately credit the accounts of the participants with payments in amounts proportionate to their respective holdings in principal amount of beneficial interest in a global security as shown on the records of the depositary. We also expect that payments by participants to owners of beneficial interests in a global security will be governed by standing customer instructions and customary practices, as is now the case with debt securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such participants.

Debt securities represented by a global security will be exchangeable for debt securities in definitive form of like tenor in authorized denominations only if:

- the depositary notifies us that it is unwilling or unable to continue as the depositary and a successor depositary is not appointed by us within 90 days;
- we deliver to the trustee for debt securities of such series in registered form a company order stating that the debt securities of such series shall be exchangeable; or
- an Event of Default has occurred and is continuing with respect to debt securities of such series.

Unless and until a global security is exchanged in whole or in part for debt securities in definitive certificated form, it may not be transferred or exchanged except as a whole by the depositary.

Registration of Transfer

You may transfer or exchange certificated debt securities at any office that we maintain for this purpose in accordance with the terms of the indenture. We will not charge a service fee for any transfer or exchange of certificated debt securities, but we may require payment of a sum sufficient to cover any tax or other governmental charge that we are required to pay in connection with a transfer or exchange. (Section 305)

You may effect the transfer of certificated debt securities and the right to receive the principal of, and any premium and interest on, certificated debt securities only by surrendering the certificate representing those certificated debt securities and either reissuance by us or the trustee of the certificate to the new holder or the issuance by us or the trustee of a new certificate to the new holder.

We are not required to:

- issue, register, transfer or exchange debt securities of any series during a period beginning at the opening of business 15 days before the day we transmit a notice of redemption of the debt securities of the series selected for redemption and ending at the close of business on the day of the transmission;
- register, transfer or exchange any debt security so selected for redemption in whole or in part, except the unredeemed portion of any debt security being redeemed in part; or
- exchange any bearer debt securities selected for redemption except if a bearer debt security is exchanged for a registered debt security of the same tenor that is simultaneously surrendered for redemption.

(Section 305)

Exchange

At your option, you may exchange your registered debt securities of any series, except a global security, for an equal principal amount of other registered debt securities of the same series having authorized denominations upon surrender to our designated agent.

We may at any time exchange debt securities issued as one or more global securities for an equal principal amount of debt securities of the same series in definitive registered form. In this case, we will deliver to the holders new debt securities in definitive registered form in the same aggregate principal amount as the global securities being exchanged.

The depository of the global securities may also decide at any time to surrender one or more global securities in exchange for debt securities of the same series in definitive registered form, in which case we will deliver the new debt securities in definitive form to the persons specified by the depository, in an aggregate principal amount equal to, and in exchange for, each person's beneficial interest in the global securities.

Notwithstanding the above, we will not be required to exchange any debt securities if, as a result of the exchange, we would suffer adverse consequences under any United States law or regulation. (Section 305)

Defeasance

Unless otherwise specified in the prospectus supplement, we can terminate all of our obligations under the indenture with respect to an applicable series of debt securities, other than the obligation to pay the principal of, and any premium and interest on, the debt securities and certain other obligations, at any time by:

- depositing money or United States government obligations with the trustee in an amount sufficient to pay the principal of, and any premium and interest on, the debt securities to their maturity; and
- complying with certain other conditions, including delivery to the trustee of an opinion of counsel to the effect that holders of debt securities will not recognize income, gain or loss for United States federal income tax purposes as a result of our defeasance.

In addition, unless otherwise specified in the prospectus supplement, we can terminate all of our obligations, with minor exceptions, under the indenture with respect to the debt securities, including the obligation to pay the principal of, and any premium and interest on, the debt securities, at any time by:

- depositing money or United States government obligations with the trustee in an amount sufficient to pay the principal of, and the interest and any premium on, the debt securities to their maturity; and
- complying with certain other conditions, including delivery to the trustee of an opinion of counsel stating that there has been a ruling by the Internal Revenue Service, or a change in the United States federal tax law since the date of the indenture, to the effect that holders of debt securities will not recognize income, gain or loss for United States federal income tax purposes as a result of our defeasance.

(Sections 402-404)

Payments of Unclaimed Moneys

Moneys deposited with the trustee or any paying agent for the payment of principal of, or any premium and interest on, any debt securities that remain unclaimed for two years will be repaid to us at our written request, unless the law requires otherwise. If this happens and you want to claim these moneys, you must look to us and not to the trustee or paying agent. (Section 409)

Supplemental Indentures Not Requiring Consent of Holders

Without the consent of any holders of debt securities, we and the trustee may supplement the indenture, among other things, to:

- pledge property to the trustee as security for the debt securities;
- reflect that another entity has succeeded us and assumed the covenants and obligations of us under the debt securities and the indenture;
- cure any ambiguity or inconsistency in the indenture or in the debt securities or make any other provisions with respect to matters or questions arising under the indenture, as long as the interests of the holders of the debt securities are not adversely affected in any material respect;
- issue and establish the form and terms of any additional series of debt securities as provided in the indenture;
- add to our covenants further covenants for the benefit of the holders of debt securities, and if the covenants are for the benefit of less than all series of debt securities, stating which series are entitled to benefit;
- add any additional event of default and if the new event of default applies to fewer than all series of debt securities, stating to which series it applies;

- change the trustee or provide for an additional trustee;
- provide additional provisions for bearer debt securities so long as the action does not adversely affect the interests of holders of any debt securities in any material respect;
- add guarantees with respect to the securities of such series or confirm and evidence the release, termination or discharge of any such guarantee when such release is permitted by the indenture; or
- modify the indenture as may be necessary or desirable in accordance with amendments to the TIA.

(Section 901)

Supplemental Indentures Requiring Consent of Holders

With the consent of the holders of a majority in principal amount of each series of the debt securities that would be affected by a modification of the indenture, the indenture permits us and the trustee to supplement the indenture or modify in any way the terms of the indenture or the rights of the holders of the debt securities of such series. However, without the consent of each holder of all of the debt securities affected by that modification, we and the trustee may not:

- modify the maturity date of, or reduce the principal of, or premium on, or change the stated final maturity of, any debt security;
- reduce the rate of or change the time for payment of interest on any debt security or, in the case of OID debt securities, reduce the rate of accretion of the OID;
- change any of our obligations to pay additional amounts under the indenture;
- reduce or alter the method of computation of any amount payable upon redemption, repayment or purchase of any debt security by us, or the time when the redemption, repayment or purchase may be made;
- make the principal or interest on any debt security payable in a currency other than that stated in the debt security or change the place of payment;
- reduce the amount of principal due on an OID debt security upon acceleration of maturity or provable in bankruptcy or reduce the amount payable under the terms of an indexed debt security upon acceleration of maturity or provable in bankruptcy;
- impair any right of repayment or purchase at the option of any holder of debt securities;
- reduce the right of any holder of debt securities to receive or sue for payment of the principal or interest on a debt security that would be due and payable at the maturity thereof or upon redemption or adversely affect any applicable right to convert or exchange any debt securities into other securities;
- make any change in the ranking or priority of any debt security that would adversely affect the holders of the debt security; or
- reduce the percentage in principal amount of the outstanding debt securities of any series the consent of whose holders is required to supplement the indenture or to waive any of its provisions.

(Section 902)

A supplemental indenture that modifies or eliminates a provision intended to benefit the holders of one series of debt securities will not affect the rights under the indenture of holders of other series of debt securities.

Redemption

The specific terms of any redemption of a series of debt securities will be contained in the prospectus supplement for that series. Generally, we must send notice of redemption to the holders at least 30 days but not more than 60 days prior to the redemption date. The notice will specify:

- the principal amount being redeemed;
- the redemption date;
- the redemption price;
- the place or places of payment;
- the CUSIP number of the debt securities being redeemed;
- if less than all outstanding debt securities of a particular series are to be redeemed, the identification of the particular debt securities to be redeemed, including the CUSIP number;
- whether the redemption is pursuant to a sinking fund;
- that on the redemption date, interest or, in the case of OID debt securities, OID will cease to accrue; and
- if bearer debt securities are being redeemed, that those bearer debt securities must be accompanied by all coupons maturing after the redemption date or the amount of the missing coupons will be deducted from the redemption price, or indemnity must be furnished, and whether those bearer debt securities may be exchanged for registered debt securities not being redeemed.

(Section 1104)

Prior to 10:00 am New York City time on any redemption date, we will deposit an amount of money with the trustee or with a paying agent sufficient to pay the redemption price. (Section 1105)

If less than all the debt securities are being redeemed, the trustee shall select the debt securities to be redeemed using a method it considers fair. (Section 1103)

After the redemption date, holders of debt securities which were redeemed will have no rights with respect to the debt securities except the right to receive the redemption price and any unpaid interest to the redemption date. (Section 1106)

Concerning the Trustee

Deutsche Bank Trust Company Americas is the trustee under the indenture. Deutsche Bank Trust Company Americas has performed and will perform other services for us and certain of our subsidiaries in the normal course of its business.

Governing Law

The laws of the State of New York govern the indenture and will govern the debt securities. (Section 112)

DESCRIPTION OF KRAFT HEINZ CAPITAL STOCK

Kraft Heinz is authorized to issue five billion (5,000,000,000) shares of common stock, par value \$0.01 per share, and nine hundred twenty thousand (920,000) shares of preferred stock, par value \$0.01 per share. As of July 3, 2016, there were 1,217,354,448 shares of common stock outstanding and held of record by approximately 55,500 stockholders, and no shares of preferred stock issued. As of July 3, 2016, there were 22,872,780 shares of common stock reserved for issuance under Kraft Heinz’s outstanding stock options and other stock awards.

Under Kraft Heinz’s Second Amended and Restated Certificate of Incorporation (“Certificate of Incorporation”), Kraft Heinz may issue preferred stock in one or more series, with preferences, limitations and rights as authorized by our board of directors, to the extent permitted by Delaware law. Kraft Heinz will distribute a prospectus supplement with regard to any series of preferred stock offered under this prospectus. Any applicable prospectus supplement will describe, as to the preferred stock to which it relates, the title of the series, voting rights of the holders, dividends, if any, payable with regard to the series, redemption terms, liquidation preference, conversion rights and any other material terms of the series. The powers (including voting, if any), preferences and relative, participating, optional and other special rights of each series of preferred stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other classes and series of preferred stock at any time outstanding. The issuance of preferred stock may adversely affect the rights of Kraft Heinz’s common shareholders by, among other things:

- restricting dividends on the common stock;
- diluting the voting power of the common stock;
- impairing the liquidation rights of the common stock; or
- delaying or preventing a change in control without further action by the stockholders.

As a result of these or other factors, the issuance of preferred stock could have an adverse impact on the market price of the common stock of The Kraft Heinz Company. Kraft Heinz has no current intention to issue any additional shares of preferred stock. Our common stock is listed on the Nasdaq Global Select Market and trades under the ticker symbol “KHC.” All outstanding shares of common stock are validly issued, fully paid and nonassessable. The description of the terms of our preferred stock and common stock is not complete and is qualified in its entirety by reference to our amended and restated articles of incorporation and our amended and restated by-laws. To find out where copies of these documents can be obtained, please see the section of this prospectus entitled “Where You Can Find More Information.”

Dividend and Liquidation Rights

Subject to the preferences applicable to any shares of preferred stock outstanding at any time, holders of Kraft Heinz’s common stock are entitled to receive dividends when and as declared by its board of directors from assets or funds legally available therefore. The timing, declaration, amount and payment of future dividends will depend on our financial condition, earnings, capital requirements and debt service obligations, as well as legal requirements, regulatory constraints, industry practice and other factors that Kraft Heinz’s board of directors deems relevant. Kraft Heinz’s board of directors will make all decisions regarding the payment of dividends from time to time in accordance with applicable law. Subject to any preferential liquidation rights of holders of preferred stock that may be outstanding, upon Kraft Heinz’s dissolution, the holders of our common stock will be entitled to share ratably in our assets legally available for distribution to Kraft Heinz’s stockholders.

Voting and Other Rights

Each share of common stock outstanding is entitled to one vote on all matters on which stockholders generally are entitled to vote. However, except as required by law, holders of common stock are not entitled to vote on any amendment to the Certificate of Incorporation that relates solely to the terms of one or more outstanding class or series of preferred stock if the holders of such affected class or series are entitled, either separately or together with the holders of one or more other such class or series, to vote thereon pursuant to the Certificate of Incorporation or the DGCL.

Kraft Heinz's by-laws provide that, except as required by law, the Certificate of Incorporation or the rules of any stock exchange upon which Kraft Heinz's capital stock is listed, all corporate actions to be taken by vote of the shareholders shall be authorized by a majority of the votes cast by the shareholders entitled to vote thereon who are present in person or represented by proxy, and where a separate vote by class or series is required, a majority of the votes cast by the shareholders of such class or series who are present in person or represented by proxy shall be the act of such class or series; provided that the election of directors shall be determined by the vote of a majority of the votes cast or a plurality.

The holders of our common stock have no preemptive rights and no rights to convert their common stock into any other securities. Our common stock is not subject to any redemption or sinking fund provisions.

Anti-takeover Effects of Certain Provisions of the Kraft Heinz Charter and the Kraft Heinz By-Laws

General

The Kraft Heinz Certificate of Incorporation and by-laws contain provisions that are intended to enhance the likelihood of continuity and stability in the composition of the board of directors and that could make it more difficult to acquire control of the company by means of a tender offer, open market purchases, a proxy contest or otherwise. A description of these provisions is set forth below.

No Cumulative Voting

Under Delaware law, the right to vote cumulatively does not exist unless the certificate of incorporation specifically authorizes cumulative voting. The Certificate of Incorporation does not grant shareholders the right to vote cumulatively.

Blank Check Preferred Stock

We believe that the availability of the preferred stock under the Certificate of Incorporation provides the company with flexibility in addressing corporate issues that may arise. Having these authorized shares available for issuance will allow the company to issue shares of preferred stock without the expense and delay of a special shareholders' meeting. The authorized shares of preferred stock, as well as shares of common stock, will be available for issuance without further action by the company's shareholders, with the exception of any actions required by applicable law or the rules of any stock exchange on which Kraft Heinz's securities may be listed. The board of directors will have the power, subject to applicable law, to issue classes or series of preferred stock that could, depending on the terms of the class or series, impede the completion of a merger, tender offer or other takeover attempt.

Shareholder Action by Written Consent

The Certificate of Incorporation provides that any action required or permitted to be taken at any annual or special meeting of the shareholders of Kraft Heinz may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, are signed by the holders of outstanding capital stock of Kraft Heinz having not less than the minimum number of votes necessary to authorize such action at a meeting at which all shares of capital stock entitled to vote thereon were present and voted. 3G Global Food Holdings L.P. and Berkshire Hathaway Inc. collectively own approximately 51% of Kraft Heinz's outstanding common stock. To the extent that 3G Global Food Holdings L.P. and Berkshire Hathaway Inc. collectively hold a majority of common stock, they have the power to adopt amendments of the Certificate of Incorporation or take other actions that require not less than a majority of votes of holders of outstanding common stock to authorize such action.

Transfer Agent

The transfer agent and registrar for our common stock is Wells Fargo Bank, N.A.

DESCRIPTION OF OTHER SECURITIES

We will set forth in the applicable prospectus supplement or a post-effective amendment to our registration statement, a description of any other debt securities, preferred stock, depositary shares, warrants, purchase contracts, guarantees or units that we or any selling securityholder may offer pursuant to this prospectus.

SELLING SECURITYHOLDERS

Information about selling securityholders, if any, will be set forth in a prospectus supplement, in a post-effective amendment, or in other filings we make with the SEC under the Exchange Act that are incorporated by reference.

PLAN OF DISTRIBUTION

We or the selling securityholders may sell the offered securities: (a) through agents; (b) through underwriters or dealers; (c) directly to one or more purchasers; or (d) through a combination of any of these methods of sale. Any selling securityholders will act independently of us in making decisions with respect to the timing, manner and size of each sale of the securities covered by this prospectus. We will identify the specific plan of distribution, including any underwriters, dealers, agents or direct purchasers and their compensation in a prospectus supplement.

Sales of shares of common stock and other securities also may be effected from time to time in one or more types of transactions (which may include block transactions, special offerings, exchange distributions, secondary distributions or purchases by a broker or dealer) on a national securities exchange or automated trading and quotation system on which the common stock or other securities are listed, in the over-the-counter market, in hedging or derivatives transactions, negotiated transactions, through options transactions relating to the shares (whether these options are listed on an options exchange or otherwise), through the settlement of short sales or a combination of such methods of sale, at market prices prevailing at the time of sale, at negotiated prices or at fixed prices. The securities may also be exchanged for satisfaction of the selling securityholders' obligations or other liabilities to their creditors. Such transactions may or may not involve brokers or dealers. Any shares of common stock offered under this prospectus will be listed on the Nasdaq Global Select Market (or such other stock exchange or automated quotation system on which the common stock is listed), subject to official notice of issuance.

The selling securityholders might not sell any securities under this prospectus. In addition, any securities covered by this prospectus that qualify for sale pursuant to Rule 144 of the Securities Act may be sold under Rule 144 rather than pursuant to this prospectus.

EXPERTS

The consolidated financial statements of The Kraft Heinz Company and its subsidiaries (Successor) incorporated in this prospectus by reference to the Annual Report on Form 10-K of The Kraft Heinz Company for the year ended January 3, 2016 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of H. J. Heinz Company and its subsidiaries (Predecessor) incorporated in this prospectus by reference to the Annual Report on Form 10-K of The Kraft Heinz Company for the year ended January 3, 2016 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

The audited historical consolidated financial statements of Kraft Foods Group, Inc. and its subsidiaries included in The Kraft Heinz Company's Current Report on Form 8-K dated July 7, 2016 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

LEGAL MATTERS

Unless otherwise stated in an applicable prospectus supplement, Paul, Weiss, Rifkind, Wharton & Garrison LLP will pass upon the validity of the debt securities, depositary shares, warrants, purchase contracts, guarantees, common stock, preferred stock and units. Certain matters involving the laws of Pennsylvania will be passed upon for us by McGuireWoods LLP, Pittsburgh, Pennsylvania, our Pennsylvania counsel.



The Kraft Heinz Company
Kraft Heinz Foods Company

Debt Securities
Common Stock
Preferred Stock
Depositary Shares
Warrants
Purchase Contracts
Guarantees
Units

PROSPECTUS

AUGUST 24, 2016

PART II – INFORMATION NOT REQUIRED IN PROSPECTUS**Item 14. Other Expenses of Issuance and Distribution**

The following table shows estimated expenses to be incurred by us in connection with the issuance and distribution of the securities registered under this registration statement, other than underwriting discounts and commissions.

Item	Amount to be Paid
SEC registration fee	\$ *
Stock exchange listing fee	**
FINRA filing fee	**
Legal fees and expenses	**
Accountants fees and expenses	**
Printing fees and expenses	**
Trustee fees and expenses	**
Rating Agency fees	**
Miscellaneous fees and expenses	**
Total	**

*In accordance with Rules 456(b) and 457(r) of the Securities Act, we are deferring payment of the SEC registration fee for the securities offered by this registration statement.

** Expenses are presently not known and cannot be estimated.

Item 15. Indemnification of Directors and Officers.Delaware

The Guarantor (as defined below) is incorporated under the laws of the State of Delaware. Section 145 of the Delaware General Corporation Law (the “DGCL”) empowers a Delaware corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The indemnity may include expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person’s conduct was unlawful. A Delaware corporation may indemnify directors, officers, employees and other agents of such corporation in an action by or in the right of the corporation under the same conditions, except that indemnification is limited to expenses (including attorney’s fees) and no indemnification is permitted without judicial approval if the person to be indemnified has been adjudged to be liable to the corporation. Where a director, officer, employee or agent of the corporation is successful on the merits or otherwise in the defense of any action, suit or proceeding referred to above or in defense of any claim, issue or matter therein, the corporation must indemnify such person against the expenses (including attorneys’ fees) which he or she actually and reasonably incurred in connection therewith.

The charter of The Kraft Heinz Company, a Delaware corporation (the “Guarantor”), contains provisions that provide for indemnification of officers and directors to the fullest extent permitted by, and in the manner permissible under, applicable state and federal law, including the DGCL.

As permitted by Section 102(b)(7) of the DGCL, the Guarantor’s charter contains a provision eliminating the personal liability of a director to the Guarantor or its shareholders for monetary damages for breach of fiduciary duty as a director, subject to certain exceptions.

Pennsylvania

Kraft Heinz Foods Company (the “Issuer”) is incorporated under the laws of the State of Pennsylvania. Sections 1741 through 1750 of the Pennsylvania Business Corporation Law of 1988, as amended, permits, and in some cases requires, the indemnification of the Issuer’s officers, directors and employees.

Section 9(B) of the Issuer’s bylaws provides that it shall indemnify any director or officer of the Issuer who was or is a party to, or is threatened to be made a party to, or is otherwise involved in, any proceeding, by reason of the fact that he or she is or was a director or officer of the Issuer, or is or was serving at the request of the Issuer as a director or officer or trustee of, or in any other capacity for, another domestic or foreign for profit or not-for-profit corporation, partnership, joint venture, trust, benefit plan, or other enterprise to the fullest extent permitted by law, including, without limitation, against all expense, liability or loss (including without limitation fees of attorneys selected by such representative, judgments, fines, taxes, penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such representative who was or is a party, or is threatened to be made a party, to, or is otherwise involved in, any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative. No indemnification pursuant to this Section shall be made, however, in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

The Guarantor maintains policies insuring its officers and directors against certain civil liabilities, including liabilities under the Securities Act. The Guarantor may indemnify and hold harmless each present and former director and officer of the Issuer against any losses, claims, damages, liabilities, costs, expenses (including reasonable attorneys’ fees and expenses in advance of the final disposition), judgments, fines and amounts paid in settlement incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of the fact that such person is or was a director or officer or the merger agreement or the transactions contemplated thereby, to the fullest extent permitted under applicable law.

Item 16. Exhibits.

A list of exhibits filed herewith or incorporated by reference is contained in the Exhibit Index which is incorporated herein by reference.

Item 17. Undertakings.

The following undertakings shall apply to each registrant named herein.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which,

individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration

statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 15 of this registration statement, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chicago, State of Illinois, on August 24, 2016.

KRAFT HEINZ FOODS COMPANY

Registrant

By: /s/ Paulo Basilio

Name: Paulo Basilio

Title: Chief Financial Officer (*Principal Financial Officer*)

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons on August 24, 2016 in the capacities indicated below on behalf of Kraft Heinz Foods Company.

By: /s/ Bernardo Hees

Name: Bernardo Hees

Title: Director

By: /s/ Paulo Basilio

Name: Paulo Basilio

Title: Director

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in in the City of Chicago, State of Illinois, on August 24, 2016.

THE KRAFT HEINZ COMPANY

Registrant

By: /s/ Paulo Basilio

Name: Paulo Basilio

Title: Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated below on behalf of The Kraft Heinz Company.

Name	Title	Date
<u>/s/ Bernardo Hees</u> Bernardo Hees	Chief Executive Officer (Principal Executive Officer)	August 24, 2016
<u>/s/ Paulo Basilio</u> Paulo Basilio	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	August 24, 2016
<u>/s/ Christopher R. Skinger</u> Christopher R. Skinger	Global Controller (Principal Accounting Officer)	August 24, 2016
<u>*</u> Alexandre Behring	Chairman of the Board	
<u>*</u> John T. Cahill	Vice Chairman of the Board	
<u>*</u> Gregory E. Abel	Director	
<u>*</u> Warren E. Buffett	Director	
<u>*</u> Tracy Britt Cool	Director	
<u>*</u> Jeanne P. Jackson	Director	
<u>*</u> Jorge Paulo Lemann	Director	
<u>*</u> Mackey J. McDonald	Director	
<u>*</u> John C. Pope	Director	
<u>*</u> Marcel Herrmann Telles		
*By: <u>/s/ Paulo Basilio</u> Paulo Basilio Attorney-in-Fact August 24, 2016		

Exhibit Index

<u>Exhibit Number</u>	<u>Description</u>
1.1	Form of Underwriting or Purchase Agreement.*
3.1	Second Amended and Restated Certificate of Incorporation of H.J. Heinz Holding Corporation (incorporated by reference to Exhibit 3.1 of the Company's Current Report on Form 8-K (File No. 1-37482), filed on July 2, 2015).
3.2	Certificate of Retirement of Series A Preferred Stock of The Kraft Heinz Company dated June 7, 2016 (incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K (File No.1-37482), filed on June 7, 2016).
3.3	Amended and Restated Bylaws of The Kraft Heinz Company (incorporated by reference to Exhibit 3.2 of the Company's Current Report on Form 8-K (File No. 1-37482), filed on July 2, 2015).
4.1	Indenture dated as of July 1, 2015, governing debt securities by and among H. J. Heinz Company, as issuer, H.J. Heinz Holding Corporation, as guarantor, and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K (File No. 1-37482), filed on July 6, 2015).
4.2	First Supplemental Indenture dated as of July 1, 2015, governing the 2.000% Senior Notes due 2023, by and among H. J. Heinz Company, as issuer, H.J. Heinz Holding Corporation, as guarantor, Wells Fargo Bank, National Association, as trustee, and Société Générale Bank & Trust, as paying agent, security registrar, and transfer agent (incorporated by reference to Exhibit 4.2 of the Company's Current Report on Form 8-K (File No. 1-37482), filed on July 6, 2015).
4.3	Second Supplemental Indenture dated as of July 1, 2015, governing the 4.125% Senior Notes due 2027, by and among H. J. Heinz Company, as issuer, H.J. Heinz Holding Corporation, as guarantor, Wells Fargo Bank, National Association, as trustee, and Société Générale Bank & Trust, as paying agent, security registrar, and transfer agent (incorporated by reference to Exhibit 4.4 of the Company's Current Report on Form 8-K (File No. 1-37482), filed on July 6, 2015).
4.4	Third Supplemental Indenture dated as of July 2, 2015, governing the 1.60% Senior Notes due 2017, the 2.00% Senior Notes due 2018, the 2.80% Senior Notes due 2020, the 3.50% Senior Notes due 2022, the 3.95% Senior Notes due 2025, the 5.00% Senior Notes due 2035 and the 5.20% Senior Notes due 2045, by and among H. J. Heinz Company, as issuer, H.J. Heinz Holding Corporation, as guarantor, and Wells Fargo Bank, National Association, as trustee (incorporated by reference to Exhibit 4.6 of the Company's Current Report on Form 8-K (File No. 1-37482), filed on July 6, 2015).
4.5	Fourth Supplemental Indenture, dated as of May 24, 2016, governing the 3.000% Senior Notes due 2026 and the 4.375% Senior Notes due 2046, by and among Kraft Heinz Foods Company, as issuer, The Kraft Heinz Company, as guarantor, and Deutsche Bank Trust Company Americas, as trustee (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K (File No. 1-37482), filed on May 25, 2016).
4.6	Fifth Supplemental Indenture, dated as of May 25, 2016, governing the 1.500% Senior Notes due 2024 and the 2.250% Senior Notes due 2028, by and among Kraft Heinz Foods Company, as issuer, The Kraft Heinz Company, as guarantor, and Deutsche Bank Trust Company Americas, as trustee, paying agent, security registrar, and transfer agent (incorporated by reference to Exhibit 4.3 of the Company's Current Report on Form 8-K (File No. 1-37482), filed on May 25, 2016).
4.7	Form of Supplemental Indenture/Debt Security.*
4.8	Form of Depositary Agreement (including form of depositary receipt).*
4.9	Form of Warrant Agreement (including form of warrant).*
4.10	Form of Purchase Contract Agreement.*
4.11	Form of Guarantee.*
4.12	Form of Unit Agreement.*
4.13	Form of Indenture governing Kraft Heinz Foods Company Debt Securities.*
5.1	Opinion of Paul, Weiss, Rifkind, Wharton & Garrison LLP.
5.2	Opinion of McGuireWoods LLP.
12.1	Statement Re: Computation of Ratios of Earnings to Fixed Charges.
23.1	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm for The Kraft Heinz Company.

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23.2	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm for H. J. Heinz Company.
23.3	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm for Kraft Foods Group, Inc.
23.4	Consent of Paul, Weiss, Rifkind, Wharton & Garrison LLP (set forth in Exhibit 5.1).
23.5	Consent of McGuireWoods LLP (set forth in Exhibit 5.2).
24.1	Powers of Attorney.
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of Deutsche Bank Trust Company Americas, as Trustee under the Indenture.

* To be filed by an amendment or as an exhibit to a report filed under the Securities Exchange Act of 1934 and incorporated by reference herein.

[Letterhead of Paul, Weiss, Rifkind, Wharton & Garrison LLP]

August 24, 2016

The Kraft Heinz Company
Kraft Heinz Foods Company
One PPG Place
Pittsburgh, PA 15222

Registration Statement on Form S-3ASR

Ladies and Gentlemen:

In connection with the Registration Statement on Form S-3ASR (the “Registration Statement”) of The Kraft Heinz Company, a Delaware corporation (the “Company”), and its wholly owned subsidiary, Kraft Heinz Foods Company, a Pennsylvania corporation (“KHFC”) filed today with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the “Act”), and the rules and regulations thereunder (the “Rules”), you have asked us to furnish our opinion as to the legality of the securities being registered under the Registration Statement. The Registration Statement relates to the registration under the Act of:

1. the following securities of the Company (together, the “Company Securities”):
 - A. debt securities (the “Company Debt Securities”);
 - B. shares of preferred stock (including shares issued upon conversion of Company Debt Securities and upon the exercise of Company

Warrants or Company Purchase Contracts (each as defined below)) of the Company, par value \$0.01 per share (the “Company Preferred Stock”);

- C. shares of common stock (including shares issued upon conversion of the Company Debt Securities or Company Preferred Stock and upon the exercise of Company Warrants or Company Purchase Contracts (each as defined below)) of the Company, par value \$0.01 per share (the “Company Common Stock”);
- D. depositary shares representing a fractional share or multiple shares of Company Common Stock or Company Preferred Stock evidenced by depositary receipts (the “Company Depositary Shares”);
- E. warrants to purchase Company Debt Securities, Company Preferred Stock, Company Common Stock, Company Depositary Shares or any combination of them (the “Company Warrants”);
- F. purchase contracts representing the Company’s obligation to sell Company Debt Securities, Company Preferred Stock, Company Common Stock, Company Depositary Shares or Company Warrants (the “Company Purchase Contracts”);
- G. units consisting of any combination of two or more of Company Debt Securities, Company Preferred Stock, Company Common Stock, Company Depositary Shares, Company Warrants or Company Purchase Contracts (the “Company Units”); and
- H. guarantees of KHFC Debt Securities (as defined below) (the “Company Guarantees”);

2. the following securities of KHFC (together, the “KHFC Securities”):

- A. debt securities (the “KHFC Debt Securities”);
- B. guarantees of Company Debt Securities (the “KHFC Guarantees”);
- C. warrants to purchase KHFC Debt Securities (the “KHFC Warrants”);
- D. purchase contracts representing KHFC’s obligation to sell KHFC Debt Securities or KHFC Warrants (the “KHFC Purchase Contracts”);

- E. units consisting of any combination of two or more of KHFC Debt Securities, KHFC Warrants or KHFC Purchase Contracts (the “KHFC Units”).

The Company Securities and the KHFC Securities (collectively, the “Securities”) are being registered for offering and sale from time to time as provided by Rule 415 under the Act.

The Company Debt Securities and the related KHFC Guarantees are to be issued under one or more indentures to be entered into by and among the Company, the guarantors party thereto and the bank or trust company identified in such indentures as the trustee with respect to the applicable Company Debt Securities (the “Company Indentures”).

The Company Depositary Shares are to be issued under deposit agreements, each between the Company and a depositary to be identified in the applicable agreement (each, a “Company Depositary Agreement”). The Company Warrants are to be issued under warrant agreements, each between the Company and a warrant agent to be identified in the applicable agreement (each, a “Company Warrant Agreement”). The Company Purchase Contracts will be issued under purchase contract agreements, each between the Company and a purchase contract agent to be identified in the applicable agreement (each, a “Company Purchase Contract Agreement”). The Company Units are to be issued under unit agreements, each between the Company and a unit agent to be identified in the applicable agreement (each, a “Company Unit Agreement”).

The KHFC Debt Securities and the related Company Guarantees are to be issued under an indenture dated as of July 1, 2015, by and among KHFC, as issuer, the Company, as guarantor and Deutsche Bank Trust Company Americas, as successor trustee (the “KHFC Base Indenture,” and, as supplemented by the supplemental indentures described below, the “KHFC Indenture”). The KHFC Indenture, together with the Company Indentures, shall be referred to as the “Indentures.”

The KHFC Warrants are to be issued under warrant agreements, each between KHFC and a warrant agent to be identified in the applicable agreement (each, a “KHFC Warrant Agreement”). The KHFC Purchase Contracts will be issued under purchase contract agreements, each between KHFC and a purchase contract agent to be identified in the applicable agreement (each, a “KHFC Purchase Contract Agreement”). The KHFC Units are to be issued under unit agreements, each between KHFC and a unit agent to be identified in the applicable agreement (each, a “KHFC Unit Agreement”).

In connection with the furnishing of this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents:

1. the Registration Statement;
2. the KHFC Base Indenture (including the forms of KHFC Debt Securities included therein) (incorporated by reference into the Registration Statement as Exhibit 4.1 thereto);
3. the first supplemental indenture to the KHFC Base Indenture dated as of July 1, 2015 (governing the 2.000% Senior Notes due 2023) (incorporated by reference into the Registration Statement as Exhibit 4.2 thereto);
4. the second supplemental indenture to the KHFC Base Indenture dated as of July 1, 2015 (governing the 4.125% Senior Notes due 2027) (incorporated by reference into the Registration Statement as Exhibit 4.3 thereto);
5. the third supplemental indenture to the KHFC Base Indenture dated as of July 2, 2015 (incorporated by reference into the Registration Statement as Exhibit 4.4 thereto);
6. the fourth supplemental indenture to the KHFC Base Indenture dated as of May 24, 2016 (incorporated by reference into the Registration Statement as Exhibit 4.5 thereto); and
7. the fifth supplemental indenture to the KHFC Base Indenture dated as of May 25, 2016 (incorporated by reference into the Registration Statement as Exhibit 4.6 thereto).

In addition, we have examined (i) such corporate records of the Company including a copy of the certificate of incorporation, as amended, and by-laws, as amended, of the Company, certified by the Company as in effect on the date of this letter, and copies of resolutions of the board of directors of the Company relating to the issuance of the Securities, certified by the Company as in effect on the date of this letter, and (ii) such other certificates, agreements and documents that we deemed relevant and necessary as a basis for the opinions expressed below. We have also relied upon the factual matters contained in the representations and warranties of the Company and KHFC made in the documents reviewed by us and upon certificates of public officials and the officers of the Company and KHFC.

In our examination of the documents referred to above, we have assumed, without independent investigation, the genuineness of all signatures, the legal capacity of all individuals who have executed any of the documents reviewed by us, the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as certified, photostatic, reproduced or conformed copies of valid existing agreements or other documents, the authenticity of all such latter documents and that the statements regarding matters of fact in the certificates, records, agreements, instruments and documents that we have examined are accurate and complete.

We have also assumed, without independent investigation, that (i): (a) the KHFC Indenture has been duly authorized by the parties thereto (other than the Company) and has been duly executed and delivered by the parties thereto; and (b) the Indentures (other than the KHFC Indenture) will be duly authorized, executed and delivered by the parties to them and the Indentures will be duly qualified under the Trust Indenture Act of 1939, as amended, (ii) each of the Company Debt Securities, the KHFC Guarantees, the Company Depositary Agreements, the Company Warrant Agreements, the KHFC Warrant Agreements, the Company Purchase Contract Agreements, the KHFC Purchase Contract Agreements, the Company Unit Agreements, the KHFC Unit Agreements and any other agreement entered into, or officer's certificates or board resolutions delivered, in connection with the issuance of the Securities will be duly authorized, executed and delivered by the parties to such agreements (such agreements and documents, together with the Indentures, are referred to collectively as the "Operative Agreements"), (iii) the KHFC Indenture constitutes, and each other Operative Agreement, when so authorized, executed and delivered, will constitute, a legal, valid and binding obligation of the parties thereto (other than the Company), (iv) the Company Debt Securities, the KHFC Guarantees, the Company Depositary Shares, the Company Warrants, the KHFC Warrants, the Company Purchase Contracts, KHFC Purchase Contracts, the Company Units, the KHFC Units and any related Operative Agreements will be governed by the laws of the State of New York, (v) KHFC is validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, (vi) KHFC has all corporate power and authority to execute and deliver, and perform its obligations under, the Operative Agreements and the Securities, (vii) the execution, delivery and performance of the Operative Agreements and the Securities by KHFC does not violate any organizational documents of KHFC or the laws of its jurisdiction of incorporation and (viii) the execution, delivery and performance of the Operative Agreements and the Securities and issuance of the Securities do not conflict with or constitute a breach of the terms of any agreement or instrument to which the Company or KHFC is subject or violate applicable law or contravene any requirement or restriction imposed by any court or governmental body having jurisdiction over the Company or KHFC.

With respect to the Securities of a particular series or issuance, we have assumed that (i) the issuance, sale, number or amount, as the case may be, and terms of the Securities to be offered from time to time will be duly authorized and established, in accordance with the organizational documents of the Company and KHFC, the laws of the State of New York and their jurisdictions of incorporation and any applicable Operative Agreement, (ii) prior to the issuance of a series of Company Preferred Stock, an appropriate certificate of designation or board resolution relating to such series of Company Preferred Stock will have been duly authorized by the Company and filed with the Secretary of State of Delaware, (iii) the Securities will be duly authorized, executed, issued and delivered by the Company and KHFC, as applicable, and, in the case of Company Debt Securities, KHFC Debt Securities, Company Depositary Shares, Company Warrants, KHFC Warrants, Company Purchase Contracts, KHFC Purchase Contracts, Company Units and KHFC Units, duly authenticated or delivered by the

applicable trustee or agent, in each case, against payment by the purchaser at the agreed-upon consideration, and (iv) the Securities will be issued and delivered as contemplated by the Registration Statement and the applicable prospectus supplement.

Based upon the above, and subject to the stated assumptions, exceptions and qualifications, we are of the opinion that:

1. When the specific terms of a particular issuance of Company Debt Securities (including any Company Debt Securities duly issued upon exercise, exchange or conversion of any Security in accordance with its terms) have been duly authorized by the Company and such Company Debt Securities have been duly executed, authenticated, issued and delivered, and, if applicable, upon exercise, exchange or conversion of any Security in accordance with its terms, such Company Debt Securities will constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms.
2. When the specific terms of a particular issuance of Company Debt Securities and any related KHFC Guarantees have been duly authorized by the Company and KHFC and such Securities have been duly executed, authenticated, issued and delivered, such KHFC Guarantees will constitute legal, valid and binding obligations of KHFC enforceable against KHFC in accordance with their terms.
3. Upon due authorization by the Company of the issuance and sale of shares of a series of Company Preferred Stock, and, if applicable, upon exercise, exchange or conversion of any Security in accordance with its terms, such shares of Company Preferred Stock will be validly issued, fully paid and non-assessable.
4. Upon due authorization by the Company of the issuance and sale of shares of Company Common Stock, and, if applicable, upon exercise, exchange or conversion of any Security in accordance with its terms, such shares of Company Common Stock will be validly issued, fully paid and non-assessable.
5. When Company Depositary Shares evidenced by depositary receipts are issued and delivered in accordance with the terms of a Company Depositary Agreement against the deposit of duly authorized, validly issued, fully paid and non-assessable shares of Company Common Stock or Company Preferred Stock, such Company Depositary Shares will entitle the holders thereof to the rights specified in the Company Depositary Agreement.
6. When the specific terms of a particular issuance of Company Warrants have been duly authorized by the Company and such Company Warrants have been duly executed, authenticated, issued and delivered, such Company Warrants will constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

7. When any Company Purchase Contracts have been duly authorized, executed and delivered by the Company, such Company Purchase Contracts will constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

8. When the Company Units have been duly authorized, issued and delivered by the Company, the Company Units will constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

9. When the specific terms of a particular issuance of KHFC Debt Securities have been duly authorized by KHFC and such KHFC Debt Securities have been duly executed, authenticated, issued and delivered, such KHFC Debt Securities will constitute legal, valid and binding obligations of KHFC enforceable against KHFC in accordance with their terms.

10. When the specific terms of a particular issuance of KHFC Debt Securities and any related Company Guarantees have been duly authorized by KHFC and the Company and such Securities have been duly executed, authenticated, issued and delivered, such Company Guarantees will constitute legal, valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

11. When the specific terms of a particular issuance of KHFC Warrants have been duly authorized by KHFC and such KHFC Warrants have been duly executed, authenticated, issued and delivered, such KHFC Warrants will constitute legal, valid and binding obligations of KHFC enforceable against KHFC in accordance with their terms.

12. When any KHFC Purchase Contracts have been duly authorized, executed and delivered by KHFC, such KHFC Purchase Contracts will constitute legal, valid and binding obligations of KHFC enforceable against KHFC in accordance with their terms.

13. When the KHFC Units have been duly authorized, issued and delivered by KHFC, the KHFC Units will constitute legal, valid and binding obligations of KHFC enforceable against KHFC in accordance with their terms.

The opinions expressed above as to enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally, (ii) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law) and (iii) requirements that a claim with respect to any Securities in denominations other than in United States dollars (or a judgment denominated other than into United States dollars in respect of the claim) be converted into United States dollars at a rate of exchange prevailing on a date determined by applicable law.

The opinions expressed above are limited to the laws of the State of New York and the Delaware General Corporation Law. Our opinion is rendered only with respect to the laws, and the rules, regulations and orders under those laws, that are currently in effect.

We hereby consent to use of this opinion as an exhibit to the Registration Statement and to the use of our name under the heading “Legal Matters” contained in the prospectus included in the Registration Statement. In giving this consent, we do not hereby admit that we come within the category of persons whose consent is required by the Act or the Rules.

Very truly yours,

/s/ Paul, Weiss, Rifkind, Wharton & Garrison LLP

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 253219-3916

August 24, 2016

Board of Directors
Kraft Heinz Foods Company
One PPG Place
Pittsburgh, Pennsylvania 15222

Kraft Heinz Foods Company
Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as special Pennsylvania counsel to Kraft Heinz Foods Company (formerly known as H. J. Heinz Company), a Pennsylvania corporation (the “Company”), in connection with the Registration Statement on Form S-3 (the “Registration Statement”) being filed by the Company and The Kraft Heinz Company (formerly known as H. J. Heinz Holding Corporation) on or about the date of this opinion letter with the Securities and Exchange Commission (the “SEC”) in connection with the registration under the Securities Act of 1933, as amended (the “Securities Act”), of, among other securities, certain debt securities of the Company, as described in the Registration Statement (the “Debt Securities”). We understand the Debt Securities (i) will be issued pursuant to an indenture dated as of July 1, 2015, by and among the Company, as issuer, The Kraft Heinz Company, as guarantor (the “Guarantor”), and Deutsche Bank Trust Company Americas (as successor trustee to Wells Fargo Bank, National Association), as trustee, which is filed as an exhibit to the Registration Statement (the “Indenture”), and which has been and may be supplemented from time to time by supplemental indentures, to be entered into among the Company, the Guarantor and such trustee and (ii) may be, as to the Company’s obligations thereunder, fully and unconditionally guaranteed pursuant to the Indenture by the Guarantor.

This opinion letter is being furnished in accordance with the requirements of Item 16 of Form S-3 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act. Capitalized terms used and not defined herein shall have the meanings assigned to them in the Registration Statement or the Indenture.

Documents Reviewed

In connection with this opinion letter, we have examined the following documents:

- (a) the Registration Statement, excluding (other than as stated in (c) below) the exhibits being filed therewith and incorporated by reference therein from previous filings made by the Company with the SEC;
- (b) the prospectus contained in the Registration Statement (the “Prospectus”); and
- (c) the Indenture.

In addition we have examined and relied upon the following:

(i) a certificate from the Assistant Secretary of the Company certifying as to (A) true and correct copies of the Amended and Restated Articles of Incorporation and Bylaws, as amended, of the Company as in effect on July 1, 2015 (the “Organizational Documents”), (B) the incumbency and specimen signature of the individual authorized to execute and deliver the Indenture, and (C) the resolutions of the Board of Directors of the Company authorizing, among other things, the preparation, negotiation, execution and delivery of the Indenture;

(ii) a certificate dated August 24, 2016 issued by the Office of the Secretary of the Commonwealth of Pennsylvania, attesting to the subsistence of the Company in the Commonwealth of Pennsylvania; and

(iii) originals, or copies identified to our satisfaction as being true copies, of such other records, documents and instruments as we have deemed necessary for the purposes of this opinion letter.

“Applicable Law” means the internal laws of the Commonwealth of Pennsylvania.

Assumptions Underlying Our Opinions

For all purposes of the opinions expressed herein, we have assumed, without independent investigation, the following:

(a) Factual Matters. To the extent that we have reviewed and relied upon (i) certificates of the Company or authorized representatives thereof, (ii) representations of the Company set forth in the Indenture (if any) and (iii) certificates and assurances from public officials, all of such certificates, representations and assurances are accurate with regard to factual matters and all official records (including filings with public authorities) are properly indexed and filed and are accurate and complete.

(b) Signatures. The signatures of individuals who have signed the Indenture are genuine and (other than those of individuals signing on behalf of the Company) authorized.

(c) Authentic and Conforming Documents. All documents submitted to us as originals are authentic, complete and accurate, and all documents submitted to us as copies conform to authentic original documents.

(d) Legal Capacity of Certain Parties. All individuals who have signed the Indenture have the legal capacity to execute such document.

Our Opinions

Based on and subject to the foregoing and the exclusions, qualifications, limitations and other assumptions set forth in this opinion letter, we are of the opinion that:

1. Organizational Status. The Company is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and is currently subsisting under such laws.
2. Power and Authority. The Company has the corporate power and authority to enter into the Indenture.
3. Authorization; Execution and Delivery. The Indenture has been duly authorized by all necessary corporate action on the part of the Company, and has been duly executed and delivered by the Company pursuant to such authorization.
4. Noncontravention. Neither the execution and delivery by the Company of the Indenture, nor the performance by the Company of its obligations thereunder: (a) violates any provision of the Company's Organizational Documents; or (b) violates any statute or regulation of Applicable Law that, in each case, is applicable to the Company.

Matters Excluded from Our Opinions

We express no opinion with respect to the following matters:

(a) Certain Laws. The following laws and regulations promulgated thereunder, and the effect of such laws and regulations on the opinions expressed herein: state securities and Blue Sky laws, antifraud, derivatives or commodities law; banking laws; the USA PATRIOT Act of 2001 and other anti-terrorism laws; laws governing embargoed or sanctioned persons; anti-money laundering laws; anti-corruption laws; truth-in-lending laws; equal credit opportunity laws; consumer protection laws; pension and employee benefit laws; environmental laws; tax laws; health and occupational safety laws; building codes and zoning, subdivision and other laws governing the development, use and occupancy of real property; the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and other antitrust and unfair competition laws; the Assignment of Claims Act of 1940, as amended; and laws governing specially regulated industries (such as communications, energy, gaming, healthcare, insurance, transportation and utilities) or specially regulated products or substances (such as alcohol, drugs, food and radioactive materials).

(b) Local Ordinances. The ordinances, statutes, administrative decisions, orders, rules and regulations of any municipality, county, special district or other political subdivision of a state.

(c) Enforceability. The validity, binding effect or enforceability of the Indenture or any other document referred to in the Registration Statement.

Qualifications and Limitations Applicable to Our Opinions

The opinions set forth above are subject to the following qualifications and limitations:

(a) Applicable Law. Our opinions are limited to the laws of the Commonwealth of Pennsylvania, and we do not express any opinion concerning any other law.

(b) Noncontravention. With respect to the opinion expressed in Paragraph 4, (i) our opinion is limited to our review of only those statutes and regulations of Applicable Law that, in our experience, are normally applicable to transactions of the type contemplated by the Indenture and to business organizations generally, and (ii) we express no opinion whether performance after the date hereof by the Company of its obligations under the Indenture (other than any payment obligation) would require any consent, approval or authorization of, or filing with, any governmental authority or would violate any Applicable Law.

Miscellaneous

The foregoing opinions are being furnished only for the purpose referred to in the first paragraph of this opinion letter. Our opinions are based on statutes, regulations and administrative and judicial interpretations which are subject to change. We undertake no responsibility to update or supplement these opinions subsequent to the effective date of the Registration Statement. Headings in this opinion letter are intended for convenience of reference only and shall not affect its interpretation. We hereby consent to the filing of this opinion as Exhibit 5.2 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act or the rules and regulations of the SEC promulgated thereunder.

Very truly yours,
/s/ McGuireWoods LLP
McGuireWoods LLP

The Kraft Heinz Company
Computation of Ratios of Earnings to Fixed Charges
(in millions)

	Successor				Predecessor (H. J. Heinz Company)			
	July 3, 2016 (26 weeks)	January 3, 2016 (53 weeks)	December 28, 2014 (52 weeks)	February 8 - December 29, 2013 (29 weeks)	April 29 - June 7, 2013 (6 weeks)	April 28, 2013 (52 weeks)	April 29, 2012 (52 1/2 weeks)	April 27, 2011 (52 weeks)
Fixed Charges:								
Interest expense ^(a)	\$ 513	\$ 1,321	\$ 701	\$ 418	\$ 52	\$ 287	\$ 297	\$ 277
Capitalized interest	6	3	1	2	—	1	—	2
Interest component of rent expense ^(b)	30	54	29	38	5	43	46	32
Total fixed charges	<u>\$ 549</u>	<u>\$ 1,378</u>	<u>\$ 731</u>	<u>\$ 458</u>	<u>\$ 57</u>	<u>\$ 331</u>	<u>\$ 343</u>	<u>\$ 311</u>
Earnings:								
Income/(loss) from continuing operations before income or loss from equity investees and income taxes	\$ 2,638	\$ 1,013	\$ 803	\$ (298)	\$ (130)	\$ 1,344	\$ 1,237	\$ 1,416
Add: Interest expense ^(a)	513	1,321	701	418	52	287	297	277
Add: Interest component of rent expense ^(b)	30	54	29	38	5	43	46	32
Add: Amortization of capitalized interest	1	3	1	1	—	—	1	1
Earnings as adjusted	<u>\$ 3,182</u>	<u>\$ 2,391</u>	<u>\$ 1,534</u>	<u>\$ 159</u>	<u>\$ (73)</u>	<u>\$ 1,674</u>	<u>\$ 1,581</u>	<u>\$ 1,726</u>
Ratios of earnings to fixed charges	<u>5.80</u>	<u>1.74</u>	<u>2.10</u>	<u>(c)</u>	<u>(c)</u>	<u>5.06</u>	<u>4.61</u>	<u>5.55</u>

(a) Interest expense includes amortization of debt expense and any discount or premium relating to indebtedness.

(b) Represents a reasonable approximation of the interest factor.

(c) The ratio coverage during the period from February 8 to December 29, 2013 ("2013 Successor Period") and during the period from April 29 to June 7, 2013 ("2013 Predecessor Period") was less than 1:1. We would have needed to generate additional earnings of \$299 million during the 2013 Successor Period and \$130 million during the 2013 Predecessor Period to achieve ratio coverage of 1:1.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated March 3, 2016 relating to the financial statements and financial statement schedule which appears in The Kraft Heinz Company's Annual Report on Form 10-K for the year ended January 3, 2016. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

Chicago, Illinois

August 24, 2016

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of The Kraft Heinz Company (Successor) of our report dated March 7, 2014, except with respect to our opinion on the consolidated financial statements insofar as it relates to changes in accounting for certain warehouse and distribution costs and trademark and license intangible asset impairments and amortization as discussed in Note 1 and the effects of the change in the composition of reportable segments discussed in Note 20, as to which the date is March 3, 2016, relating to the financial statements and financial statement schedule of H.J. Heinz Company (Predecessor), which appears in The Kraft Heinz Company's Annual Report on Form 10-K for the year ended January 3, 2016. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

Chicago, Illinois

August 24, 2016

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of The Kraft Heinz Company of our report dated February 19, 2015, except with respect to our opinion on the consolidated financial statements insofar as it relates to the effects of the changes in the composition of reportable segments described in Notes 4, 5 and 15 to the consolidated financial statements, as to which the date is August 10, 2015, and to the effects of the inclusion of guarantee information discussed in Note 17 to the consolidated financial statements, as to which the date is July 7, 2016, relating to the financial statements and financial statement schedule of Kraft Foods Group, Inc., which appears in The Kraft Heinz Company's Current Report on Form 8-K dated July 7, 2016. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

Chicago, Illinois
August 24, 2016

POWER OF ATTORNEY

Each of the undersigned, being a director or officer of The Kraft Heinz Company, a Delaware corporation (the "Company"), hereby constitutes and appoints Bernardo Hees, Paulo Basilio and Christopher R. Skinger, and each of them, his or her true and lawful attorney-in-fact and agent, with full and several power of substitution and resubstitution and to act with or without the others, for him or her and in his or her name, place and stead in any and all capacities: (i) to sign the Registration Statement on Form S-3 under the Securities Act of 1933, and any and all amendments thereto (including, without limitation, any and all post-effective amendments thereto) for the registration of the Company's securities; and (ii) to file the Registration Statement and any and all amendments and supplements thereto, with any exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, in each case, in such forms as they or any one of them may approve, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done to the end that such Registration Statement or Registration Statements shall comply with the Securities Act of 1933 and the applicable Rules and Regulations adopted or issued pursuant thereto, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitute or resubstitute, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney may be signed in any number of counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one Power of Attorney.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his or her hand this 22nd day of April 2016.

Name	Title	Date
<u>/s/ Bernardo Hees</u> Bernardo Hees	Chief Executive Officer <i>(Principal Executive Officer)</i>	April 22, 2016
<u>/s/ Paulo Basilio</u> Paulo Basilio	Chief Financial Officer <i>(Principal Financial Officer)</i>	April 22, 2016
<u>/s/ Christopher R. Skinger</u> Christopher R. Skinger	Global Controller <i>(Principal Accounting Officer)</i>	April 22, 2016
<u>/s/ Alexandre Behring</u> Alexandre Behring	Chairman of the Board	April 22, 2016
<u>/s/ John T. Cahill</u> John T. Cahill	Vice Chairman of the Board	April 22, 2016
<u>/s/ Gregory E. Abel</u> Gregory E. Abel	Director	April 22, 2016
<u>/s/ Warren E. Buffett</u> Warren E. Buffett	Director	April 22, 2016
<u>/s/ Tracy Britt Cool</u> Tracy Britt Cool	Director	April 22, 2016
<u>/s/ Jeanne P. Jackson</u> Jeanne P. Jackson	Director	April 22, 2016

<div>/s/ Jorge Paulo Lemann</div> <div>Jorge Paulo Lemann</div>	Director	April 22, 2016
<div>/s/ Mackey J. McDonald</div> <div>Mackey J. McDonald</div>	Director	April 22, 2016
<div>/s/ John C. Pope</div> <div>John C. Pope</div>	Director	April 22, 2016
<div>/s/ Marcel Herrmann Telles</div> <div>Marcel Herrmann Telles</div>	Director	April 22, 2016

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF
A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE
PURSUANT TO SECTION 305(b)(2)

**DEUTSCHE BANK TRUST COMPANY AMERICAS
(formerly BANKERS TRUST COMPANY)**

(Exact name of trustee as specified in its charter)

NEW YORK
(Jurisdiction of Incorporation or
organization if not a U.S. national bank)

13-4941247
(I.R.S. Employer
Identification no.)

**60 WALL STREET
NEW YORK, NEW YORK**
(Address of principal
executive offices)

10005
(Zip Code)

Deutsche Bank Trust Company Americas
Attention: Catherine Wang
Legal Department
60 Wall Street, 36th Floor
New York, New York 10005
(212) 250 – 7544
(Name, address and telephone number of agent for service)

KRAFT HEINZ FOODS COMPANY

(Exact name of obligor as specified in its charter)

Pennsylvania
(State or other jurisdiction of
incorporation or organization)

25-0512520
(I.R.S. Employer
Identification No.)

THE KRAFT HEINZ COMPANY
(Exact name of obligor as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

46-2078182
(I.R.S. Employer
Identification No.)

**One PPG Place
Pittsburgh, Pennsylvania**
(Address of principal executive offices)

15222
(Zip code)

Debt Securities
(Title of the Indenture securities)

Item 1. General Information.

Furnish the following information as to the trustee.

- (a) Name and address of each examining or supervising authority to which it is subject.

<u>Name</u>	<u>Address</u>
Federal Reserve Bank (2nd District)	New York, NY
Federal Deposit Insurance Corporation	Washington, D.C.
New York State Banking Department	Albany, NY

- (b) Whether it is authorized to exercise corporate trust powers.
Yes.

Item 2. Affiliations with Obligor.

If the obligor is an affiliate of the Trustee, describe each such affiliation.

None.

Item 3. -15. Not Applicable

Item 16. List of Exhibits.

- Exhibit 1 -** Restated Organization Certificate of Bankers Trust Company dated August 31, 1998; Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated September 25, 1998; Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated December 18, 1998; Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated September 3, 1999; and Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated March 14, 2002, incorporated herein by reference to Exhibit 1 filed with Form T-1 Statement, Registration No. 333-201810.
- Exhibit 2 -** Certificate of Authority to commence business, incorporated herein by reference to Exhibit 2 filed with Form T-1 Statement, Registration No. 333-201810.
- Exhibit 3 -** Authorization of the Trustee to exercise corporate trust powers, incorporated herein by reference to Exhibit 3 filed with Form T-1 Statement, Registration No. 333-201810.
- Exhibit 4 -** Existing By-Laws of Deutsche Bank Trust Company Americas, dated July 24, 2014, incorporated herein by reference to Exhibit 4 filed with Form T-1 Statement, Registration No. 333-201810.
- Exhibit 5 -** Not applicable.
- Exhibit 6 -** Consent of Bankers Trust Company required by Section 321(b) of the Act, incorporated herein by reference to Exhibit 6 filed with Form T-1 Statement, Registration No. 333-201810.
- Exhibit 7 -** A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.
- Exhibit 8 -** Not Applicable.
- Exhibit 9 -** Not Applicable.
-

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Deutsche Bank Trust Company Americas, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on this 18th day of August, 2016.

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: /s/ Carol Ng
Name: Carol Ng
Title: Vice President

Federal Financial Institutions Examination Council



Consolidated Reports of Condition and Income for
a Bank with Domestic Offices Only—FFIEC 041

Report at the close of business March 31, 2016

20160331
(RCON 9999)

This report is required by law: 12 U.S.C. § 324 (State member banks); 12 U.S.C. §1817 (State nonmember banks); 12 U.S.C. §161 (National banks); and 12 U.S.C. §1464 (Savings associations).

Unless the context indicates otherwise, the term "bank" in this report form refers to both banks and savings associations.

This report form is to be filed by banks with domestic offices only. Banks with foreign offices (as defined in the instructions) must file FFIEC 031.

NOTE: Each bank's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the Reports of Condition and Income. The Reports of Condition and Income are to be prepared in accordance with federal regulatory authority instructions. The Reports of Condition and Income must be signed by the Chief Financial Officer (CFO) of the reporting bank (or by the individual performing an equivalent function) and attested to by not less than two directors (trustees) for state nonmember banks and three directors for state member banks, national banks, and savings associations.

schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting

Director (Trustee)

Signature of Chief Financial Officer (or Equivalent)

Director (Trustee)

Date of Signature

Director (Trustee)

Submission of Reports

Each bank must file its Reports of Condition and Income (Call Report) data by either:

To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach your bank's completed signature page (or a photocopy or a computer generated version of this page) to the hard-copy record of the data file submitted to the CDR that your bank must place in its files.

- Using computer software to prepare its Call Report and then submitting the report data directly to the FFIEC's Central Data Repository (CDR), an Internet-based system for data collection (<https://cdr.ffiec.gov/cdr/>), or
- Completing its Call Report in paper form and arranging with a software vendor or another party to convert the data into the electronic format that can be processed by the CDR. The software vendor or other party then must electronically submit the bank's data file to the CDR.

The appearance of your bank's hard-copy record of the submitted data file need not match exactly the appearance of the FFIEC's sample report forms, but should show at least the caption of each Call Report item and the reported amount.

For technical assistance with submissions to the CDR, please contact the CDR Help Desk by telephone at (888) CDR-3111, by fax at (703) 774-3946, or by e-mail at CDR.Help@ffiec.gov.

DEUTSCHE BANK TRUST COMPANY AMERICAS

Legal Title of Bank (RSSD 9017)

New York

City (RSSD 9130)

FDIC Certificate Number

623

(RSSD 9050)

NY

State Abbreviation (RSSD 9200)

10005

Zip Code (RSSD 9220)

The estimated average burden associated with this information collection is 50.4 hours per respondent and is estimated to vary from 20 to 775 hours per response, depending on individual circumstances. Burden estimates include the time for reviewing instructions, gathering and maintaining data in the required form, and completing the information collection, but exclude the time for compiling and maintaining business records in the normal course of a respondent's activities. A Federal agency may not conduct or sponsor, and an organization (or a person) is not required to respond to a collection of information, unless it displays a currently valid OMB control number. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503, and to one of the following: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; Legislative and Regulatory Analysis Division, Office of the Comptroller of the Currency, Washington, DC 20219; Assistant Executive Secretary, Federal Deposit Insurance Corporation, Washington, DC 20429.

Consolidated Report of Condition for Insured Banks and Savings Associations for March 31, 2016

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Schedule RC—Balance Sheet

Dollar Amounts in Thousands		RCON	Tril Bil Mil Thou	
Assets				
1. Cash and balances due from depository institutions (from Schedule RC-A):				
a. Noninterest-bearing balances and currency and coin (1).....	0081	1,265,000		1.a.
b. Interest-bearing balances (2).....	0071	19,408,000		1.b.
2. Securities:				
a. Held-to-maturity securities (from Schedule RC-B, column A).....	1754	0		2.a.
b. Available-for-sale securities (from Schedule RC-B, column D).....	1773	0		2.b.
3. Federal funds sold and securities purchased under agreements to resell:				
a. Federal funds sold.....	B987	0		3.a.
b. Securities purchased under agreements to resell (3).....	B989	11,777,000		3.b.
4. Loans and lease financing receivables (from Schedule RC-C):				
a. Loans and leases held for sale.....	5369	0		4.a.
b. Loans and leases, net of unearned income.....	B528	18,038,000		4.b.
c. LESS: Allowance for loan and lease losses.....	3123	28,000		4.c.
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c).....	B529	18,010,000		4.d.
5. Trading assets (from Schedule RC-D).....	3545	6,000		5.
6. Premises and fixed assets (including capitalized leases).....	2145	15,000		6.
7. Other real estate owned (from Schedule RC-M).....	2150	0		7.
8. Investments in unconsolidated subsidiaries and associated companies.....	2130	0		8.
9. Direct and indirect investments in real estate ventures.....	3656	0		9.
10. Intangible assets:				
a. Goodwill.....	3163	0		10.a.
b. Other intangible assets (from Schedule RC-M).....	0426	25,000		10.b.
11. Other assets (from Schedule RC-F).....	2160	1,164,000		11.
12. Total assets (sum of items 1 through 11).....	2170	51,670,000		12.
Liabilities				
13. Deposits:				
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E).....	2200	39,140,000		13.a.
(1) Noninterest-bearing (4).....	6631	26,188,000		13.a.(1)
(2) Interest-bearing.....	6636	12,952,000		13.a.(2)
b. Not applicable				
14. Federal funds purchased and securities sold under agreements to repurchase:				
a. Federal funds purchased (5).....	B993	1,260,000		14.a.
b. Securities sold under agreements to repurchase (6).....	B995	0		14.b.
15. Trading liabilities (from Schedule RC-D).....	3548	6,000		15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M).....	3190	5,000		16.
17. and 18. Not applicable				
19. Subordinated notes and debentures (7).....	3200	0		19.
20. Other liabilities (from Schedule RC-G).....	2930	2,394,000		20.
21. Total liabilities (sum of items 13 through 20).....	2948	42,805,000		21.
22. Not applicable				

1. Includes cash items in process of collection and unposted debits.
2. Includes time certificates of deposit not held for trading.
3. Includes all securities resale agreements, regardless of maturity.
4. Includes noninterest-bearing demand, time, and savings deposits.
5. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
6. Includes all securities repurchase agreements, regardless of maturity.
7. Includes limited-life preferred stock and related surplus.

Schedule RC—Continued

Dollar Amounts in Thousands		RCON	Tril Bil Mil Thou	
Equity Capital				
Bank Equity Capital				
23.	Perpetual preferred stock and related surplus.....	3838	0	23.
24.	Common stock.....	3230	2,127,000	24.
25.	Surplus (exclude all surplus related to preferred stock).....	3839	600,000	25.
26.	a. Retained earnings.....	3632	6,139,000	26.a.
	b. Accumulated other comprehensive income (1).....	B530	(1,000)	26.b.
	c. Other equity capital components (2).....	A130	0	26.c.
27.	a. Total bank equity capital (sum of items 23 through 26.c).....	3210	8,865,000	27.a.
	b. Noncontrolling (minority) interests in consolidated subsidiaries.....	3000	0	27.b.
28.	Total equity capital (sum of items 27.a and 27.b).....	G105	8,865,000	28.
29.	Total liabilities and equity capital (sum of items 21 and 28).....	3300	51,670,000	29.

Memoranda

To be reported with the March Report of Condition.

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2015.....
- | RCON | Number |
|------|--------|
| 6724 | 1 |
- M.1.

- 1 = Independent audit of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the bank
- 2 = Independent audit of the bank's parent holding company conducted in accordance with generally accepted auditing standards by a certified public accounting firm which submits a report on the consolidated holding company (but not on the bank separately)
- 3 = Attestation on bank management's assertion on the effectiveness of the bank's internal control over financial reporting by a certified public accounting firm

- 4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state-chartering authority)
- 5 = Directors' examination of the bank performed by other external auditors (may be required by state-chartering authority)
- 6 = Review of the bank's financial statements by external auditors
- 7 = Compilation of the bank's financial statements by external auditors
- 8 = Other audit procedures (excluding tax preparation work)
- 9 = No external audit work

To be reported with the March Report of Condition.

2. Bank's fiscal year-end date.....
- | RCON | MM DD |
|------|---------|
| 8678 | 1231 |
- M.2.

1. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.
2. Includes treasury stock and unearned Employee Stock Ownership Plan shares.

