

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

Form 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 9, 2021

Kraft Heinz

The Kraft Heinz Company

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37482
(Commission
File Number)

46-2078182
(IRS Employer
Identification No.)

One PPG Place, Pittsburgh, Pennsylvania 15222
(Address of principal executive offices, including zip code)

(412) 456-5700
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|--------------------------------|----------------------|--|
| Common stock, \$0.01 par value | KHC | The Nasdaq Stock Market LLC |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act (§230.405 of this chapter) or Rule 12b-2 of the Exchange Act (§240.12b-2 of this chapter).

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement.

On April 9, 2021, The Kraft Heinz Company (“Kraft Heinz”), together with its 100% owned operating subsidiary, Kraft Heinz Foods Company (“KHFC”) entered into an extension letter agreement (the “Extension Agreement”) with respect to the Credit Agreement, dated as of July 6, 2015, among KHFC, Kraft Heinz, JPMorgan Chase Bank, N.A., as administrative agent, J.P. Morgan Europe Limited, as London agent, and the other financial institutions party thereto (as amended, supplemented, or otherwise modified from time to time, the “Credit Agreement”), which provides aggregate commitments of \$4.1 billion through July 6, 2023 and aggregate commitments of \$4.0 billion through July 6, 2024 (the “2024 Revolving Commitments”), under the senior unsecured revolving credit facility.

The Extension Agreement extends the maturity date of the 2024 Revolving Commitments from July 6, 2024 to July 6, 2025. All other terms and conditions of the Credit Agreement will remain unchanged.

The foregoing description of the Extension Agreement is qualified in its entirety by reference to the full text of the Extension Agreement, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) The following exhibit is filed with this Current Report on Form 8-K.

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|---|
| 10.1 | Extension Letter Agreement, dated April 9, 2021, to the Credit Agreement dated July 6, 2015, among Kraft Heinz, KHFC, the banks, financial institutions, and other institutional lenders party thereto, the issuing banks, JPMorgan Chase Bank, N.A., as administrative agent, and J.P. Morgan Europe Limited, as London agent for the lenders. |
| 104 | The cover page from The Kraft Heinz Company’s Current Report on Form 8-K dated April 9, 2021, formatted in iXBRL. |

SIGNATURE

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

The Kraft Heinz Company

Date: April 12, 2021

By: /s/ Paulo Basilio

Paulo Basilio

Global Chief Financial Officer

THE KRAFT HEINZ COMPANY
KRAFT HEINZ FOODS COMPANY

JPMorgan Chase Bank, N.A.
JPM Loan & Agency Services
500 Stanton Christiana Road, NCC 5, 1st Floor
Newark, DE 19713-2107
Attention of Michelle Keesee

Lenders under the Credit Agreement referred to below

April 9, 2021

Revolving Maturity Date Extension

Reference is made to the Credit Agreement dated as of July 6, 2015, as amended by the First Amendment dated as of May 4, 2016 and the Second Amendment dated as of June 15, 2018, as extended on March 23, 2020 and as amended by the Commitment Increase Amendment dated as of October 9, 2020 (as so amended and as otherwise heretofore amended, the "Credit Agreement"), among The Kraft Heinz Company, a Delaware corporation ("Kraft Heinz"), Kraft Heinz Foods Company, a Pennsylvania limited liability company (the "Parent Borrower" and, together with Kraft Heinz, the "Companies"), the lenders party thereto, JPMorgan Chase Bank, N.A. ("JPMorgan"), as administrative agent, and J.P. Morgan Europe Limited, as London agent. Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

The Parent Borrower has requested that the Revolving Lenders agree to extend the scheduled Revolving Maturity Date from July 6, 2024 to July 6, 2025 (the "Extension"). In connection with the Extension, each of JPMorgan, Barclays Bank PLC, Citibank, N.A., RBC Capital Markets¹, BofA Securities, Inc., Morgan Stanley Senior Funding, Inc. and Wells Fargo Securities, LLC is appointed as a joint lead arranger and joint bookrunner for the Extension.

Each of the undersigned Revolving Lenders hereby agrees (in the case of any such Revolving Lender that is also an Issuing Bank or a Swingline Lender, both in its capacity as a Revolving Lender and as an Issuing Bank and/or a Swingline Lender, as applicable) that, from and after the Extension Effective Date (as defined below), the term "Revolving Maturity Date" set forth in the Credit Agreement shall be amended, solely as to the Revolving Lenders (including, as applicable, in their capacities as Issuing Banks and Swingline Lenders) agreeing to the Extension and their successors and assigns, to replace the phrase "the date that is five years after the Second Amendment Effective Date" or "July 6, 2024" with "July 6, 2025".

Each of the undersigned Revolving Lenders hereby waives, in each case solely with respect to the Extension, (a) the requirement set forth in Section 2.10(b)(i) of the Credit Agreement that the notice by the Parent Borrower requesting the Extension be delivered at least 30 days but not more than 45 days prior to an anniversary of the Second Amendment Effective Date, it being agreed by the parties hereto that the notice heretofore delivered by the Parent Borrower to the Administrative Agent in connection with the Extension shall be deemed to satisfy such requirement, and (b) the provisions set forth in Section 2.10(b)(iii) of the Credit Agreement that condition the effectiveness of any extension of the Revolving Maturity Date effected under Section 2.10(b) of the Credit Agreement on the satisfaction of

¹ RBC Capital Markets is a brand name for the capital markets business of Royal Bank of Canada and its affiliates.

the conditions in Sections 3.03(a) and 3.03(b) of the Credit Agreement as of the Extension Date (as defined in the Credit Agreement), it being agreed by the parties hereto that such condition shall be deemed to be replaced in its entirety with the condition set forth in clause (b) in the next succeeding paragraph. Except as set forth in the immediately preceding sentence, for all purposes of the Credit Agreement the Extension shall be deemed to be made under, and shall be subject to the provisions of, Section 2.10(b) of the Credit Agreement.

The Extension shall become effective on the first date (the "Extension Effective Date") on which each of the following conditions shall have been satisfied or waived:

(a) the Administrative Agent shall have executed this letter agreement and shall have received from the Parent Borrower, Kraft Heinz and the Revolving Lenders constituting at least a Majority in Interest of the Revolving Lenders either (i) a counterpart of this letter agreement signed on behalf of such Person or (ii) evidence satisfactory to the Administrative Agent (which may include a facsimile or electronic image scan transmission) that such party has signed a counterpart of this letter agreement;

(b) the Administrative Agent shall have received a certificate of a duly authorized officer of Kraft Heinz, dated the Extension Effective Date, to the effect that, on and as of the Extension Effective Date, (i) the representations and warranties contained in Section 4.01 of the Credit Agreement (with such representations and warranties being deemed, for purposes of this clause (b), to include a reference to this letter agreement after each reference to the Credit Agreement in the text thereof) are correct in all material respects, before and after giving effect to the amendments set forth herein, as though made on and as of such date; provided that any representation and warranty that is qualified as to "materiality" or "Material Adverse Effect" or by similar language shall be true and correct in all respects on such date, and (ii) no Default or Event of Default has occurred and is continuing as of such date; and

(c) the Administrative Agent shall have received all fees and other amounts due and payable in connection with the Extension to JPMorgan Chase Bank, N.A. or the Revolving Lenders party hereto and, to the extent invoiced, reimbursement or payment of all reasonable out-of-pocket expenses (including reasonable fees, charges and disbursements of counsel) required to be reimbursed or paid by Kraft Heinz and the Parent Borrower under the Credit Agreement.

The Administrative Agent shall notify Kraft Heinz, the Parent Borrower and the Lenders of the Extension Effective Date, and such notice shall be conclusive and binding.

Each of Kraft Heinz and the Parent Borrower hereby (a) acknowledges and agrees that Guaranteed Obligations (as defined in the Holdco Guaranty Agreement) and Designated Subsidiary Obligations shall, following the occurrence of the Extension Effective Date, be determined after giving effect to this letter agreement and shall include all the obligations of the Borrowers or the Designated Subsidiaries, as the case may be, under the Credit Agreement as amended hereby and (b) affirms and confirms its guarantee and other obligations under the Holdco Guaranty Agreement or under Article VIII of the Credit Agreement, as the case may be, and agrees that its guarantee and other obligations under the Holdco Guaranty Agreement or under such Article, as the case may be, shall continue to be in full force and effect following the effectiveness of this letter agreement.

THIS LETTER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CHOICE OF LAW DOCTRINES.

This letter agreement constitutes the entire contract among the parties relating to the subject matter hereof. Except as expressly set forth herein, all the terms and provisions of the Credit Agreement are and shall remain in full force and effect. The amendments contained herein shall not constitute a waiver, amendment or modification of any provision of the Credit Agreement except as expressly set forth herein. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Fee Letter and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record. On and after the Extension Effective Date, (a) each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended hereby and (b) each reference in the Holdco Guaranty Agreement or any Note to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended hereby.

The provisions of Sections 9.03, 9.04(a), 9.04(c), 9.06, 9.11 and 9.16 of the Credit Agreement are hereby incorporated by reference as if set forth in full herein, *mutatis mutandis*.

IN WITNESS WHEREOF, the parties hereto have caused this letter agreement to be duly executed by their respective authorized officers as of the date first above written.

THE KRAFT HEINZ COMPANY,

by /s/ Yang Xu
Name: Yang Xu
Title: Treasurer

KRAFT HEINZ FOODS COMPANY,

by /s/ Yang Xu
Name: Yang Xu
Title: Treasurer

[Signature Page to Extension Letter Agreement]

JPMORGAN CHASE BANK N.A., individually and as
Administrative Agent

by /s/ Gregory T. Martin
Name: Gregory T. Martin
Title: Executive Director

[Signature Page to Extension Letter Agreement]

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

BARCLAYS BANK PLC

/s/ Christopher M. Aitkin

Name: Christopher M. Aitkin
Title: Vice President

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

Citibank, N.A.

/s/ Carolyn A. Kee

Name: Carolyn A. Kee

Title: Vice President

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

Royal Bank of Canada (with each Revolving Lender that is an Issuing Bank or a Swingline Lender executing both in its capacity as a Revolving Lender and as an Issuing Bank and/or a Swingline Lender, as applicable):

/s/ John Flores

Name: John Flores
Title: Authorized Signatory

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

Name of Revolving Lender (with each Revolving Lender that is an Issuing Bank or a Swingline Lender executing both in its capacity as a Revolving Lender and as an Issuing Bank and/or a Swingline Lender, as applicable):

Wells Fargo Bank, National Association

by /s/ Mark Holm

Name: Mark Holm

Title: Managing Director

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

Name of Revolving Lender (with each Revolving Lender that is an Issuing Bank or a Swingline Lender executing both in its capacity as a Revolving Lender and as an Issuing Bank and/or a Swingline Lender, as applicable):

BANK OF AMERICA, N.A.

/s/ Casey Cosgrove

Name: Casey Cosgrove

Title: Director

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

Name of Revolving Lender (with each Revolving Lender that is an Issuing Bank or a Swingline Lender executing both in its capacity as a Revolving Lender and as an Issuing Bank and/or a Swingline Lender, as applicable):

MORGAN STANLEY BANK, N.A.

/s/ Michael King

Name: Michael King
Title: Authorized Signatory

REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

Name of Revolving Lender (with each Revolving Lender that is an Issuing Bank or a Swingline Lender executing both in its capacity as a Revolving Lender and as an Issuing Bank and/or a Swingline Lender, as applicable):

MUFG Bank, Ltd. (formerly known as The Bank of
Tokyo-Mitsubishi UFJ, Ltd.)

/s/ Reema Sharma

Name: Reema Sharma
Title: Authorized Signatory

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

Name of Revolving Lender: BNP Paribas

/s/ Michael Pearce

Name: Michael Pearce
Title: Managing Director

By /s/ David Foster

Name: David Foster
Title: Director

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

Name of Revolving Lender (with each Revolving Lender that is an Issuing Bank or a Swingline Lender executing both in its capacity as a Revolving Lender and as an Issuing Bank and/or a Swingline Lender, as applicable):

Credit Agricole Corporate and Investment Bank

by /s/ Gary Herzog

Name: Gary Herzog

Title: MANAGING DIRECTOR

by /s/ Gordon Yip

Name: Gordon Yip

Title: Director

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

CREDIT SUISSE AG, NEW YORK BRANCH, as
Revolving Lender

by /s/ Doreen Barr

Name: Doreen Barr

Title: Authorized Signatory

by /s/ Brady Bingham

Name: Brady Bingham

Title: Authorized Signatory

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

Name of Revolving Lender (with each Revolving Lender that is an Issuing Bank or a Swingline Lender executing both in its capacity as a Revolving Lender and as an Issuing Bank and/or a Swingline Lender, as applicable):

DEUTSCHE BANK AG NEW YORK BRANCH

by /s/ Ming K. Chu

Name: Ming K. Chu ming.k.chu@db.com
Title: Director _+1-212-250-5451

For any Revolving Lender requiring a second signature line:

by /s/ Marko Lukin

Name: Marko Lukin marko.lukin@db.com
Title: Vice President _+1-212-250-7283

Name of Revolving Lender (with each Revolving Lender that is an Issuing Bank or a Swingline Lender executing both in its capacity as a Revolving Lender and as an Issuing Bank and/or a Swingline Lender, as applicable):

HSBC BANK USA, N.A.

by /s/ James Smith

Name: James Smith

Title: Vice President

For any Revolving Lender requiring a second signature line:

by _____

Name:

Title:

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

Name of Revolving Lender (with each Revolving Lender that is an Issuing Bank or a Swingline Lender executing both in its capacity as a Revolving Lender and as an Issuing Bank and/or a Swingline Lender, as applicable):

MIZUHO BANK, LTD.

by /s/ Tracy Ralm

Name: Tracy Ralm

Title: Executive Director

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

GOLDMAN SACHS BANK USA,

by /s/ Jacob Elder

Name: Jacob Elder

Title: Authorized Signatory

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

Name of Revolving Lender (with each Revolving Lender that is an Issuing Bank or a Swingline Lender executing both in its capacity as a Revolving Lender and as an Issuing Bank and/or a Swingline Lender, as applicable):

Banco Santander, S.A., New York Branch

by /s/ Andres Barbosa

Name: Andres Barbosa

Title: Managing Director

For any Revolving Lender requiring a second signature line:

by /s/ Rita Watz Cuccioli

Name: Rita Watz Cuccioli

Title: Executive Director

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

Name of Revolving Lender (with each Revolving Lender that is an Issuing Bank or a Swingline Lender executing both in its capacity as a Revolving Lender and as an Issuing Bank and/or a Swingline Lender, as applicable):

SUMITOMO MITSUI BANKING CORPORATION

by /s/ Rosa Pritsch
Name: Rosa Pritsch
Title: Director

For any Revolving Lender requiring a second signature line:

by _____
Name:
Title:

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

Name of Revolving Lender (with each Revolving Lender that is an Issuing Bank or a Swingline Lender executing both in its capacity as a Revolving Lender and as an Issuing Bank and/or a Swingline Lender, as applicable):

MORGAN STANLEY SENIOR FUNDING, INC.

by /s/ Michael King

Name: Michael King

Title: Vice President

SIGNATURE PAGE TO
REVOLVING MATURITY DATE EXTENSION
LETTER AGREEMENT TO
CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND
KRAFT HEINZ FOODS COMPANY

Name of Revolving Lender (with each Revolving Lender that is an Issuing Bank or a Swingline Lender executing both in its capacity as a Revolving Lender and as an Issuing Bank and/or a Swingline Lender, as applicable):

by /s/ Justine Dupont-Nivet

Name: Justine Dupont-Nivet

Title: Executive Director

by /s/ Rachel Caspert

Name: Rachel Caspert

Title: Vice President