

**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): July 21, 2023

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
Floating Rate Senior Notes due 2025	KHC25	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 July 21, 2023, The Kraft Heinz Company (the “Company”), together with its 100% owned subsidiary, Kraft Heinz Foods Company (“Parent Borrower”) entered into a First Amendment (the “Amendment”) to the Credit Agreement, dated as of July 8, 2022, among the Company, Parent Borrower, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent (the “Credit Agreement”), which provides aggregate commitments of \$4.0 billion through July 8, 2027. The Amendment extends the revolving maturity date from July 8, 2027 to July 8, 2028, and amends the commitments of the lenders in Schedule 2.01 as of the effective date of the Amendment.

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

Item 9.01. Financial Statements and Exhibits.

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

Exhibit No.	Description
10.1	<u>First Amendment, dated as of July 21, 2023, to the Credit Agreement dated as of July 8, 2022, among The Kraft Heinz Company, Kraft Heinz Foods Company, the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent.</u>
104	The cover page of The Kraft Heinz Company’s Current Report on Form 8-K dated July 21, 2023, formatted in inline XBRL.

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: July 21, 2023

By: /s/ Andre Maciel
Andre Maciel
Executive Vice President and Global Chief Financial Officer

FIRST AMENDMENT dated as of July 21, 2023 (this "Amendment"), among THE KRAFT HEINZ COMPANY, a Delaware corporation ("Kraft Heinz"), KRAFT HEINZ FOODS COMPANY, a Pennsylvania limited liability company (the "Parent Borrower"), the LENDERS party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent.

WHEREAS, reference is made to the Credit Agreement dated as of July 8, 2022 (the "Credit Agreement"), among Kraft Heinz, the Parent Borrower, the other Borrowers from time to time party thereto, the Lenders from time to time party hereto and JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent"), pursuant to which the Lenders have agreed to extend credit to the Borrowers on the terms and subject to the conditions set forth therein;

WHEREAS, the Parent Borrower has requested that the Credit Agreement be amended to, among other things, extend the Revolving Maturity Date to July 8, 2028;

WHEREAS, the Lenders party hereto, the Administrative Agent, each Swingline Lender and each Issuing Bank are willing to amend the Credit Agreement on the terms and subject to the conditions set forth herein; and

WHEREAS, Kraft Heinz and the Parent Borrower appoint each of JPMorgan Chase Bank, N.A., BofA Securities, Inc., Barclays Bank PLC, Citibank, N.A., Deutsche Bank Securities Inc., Morgan Stanley Senior Funding, Inc., Royal Bank of Canada and Wells Fargo Securities, LLC to act as the revolving joint lead arrangers and revolving joint bookrunners for this Amendment and the extension of the Revolving Maturity Date contemplated hereby (in such capacities, the "Amendment Arrangers").

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein (including in the preamble and the recitals hereto) have the meanings assigned to them in the Credit Agreement.

SECTION 2. Revolving Maturity Date Extension. Each Person listed on Schedule 2.01 set forth on Annex A hereto (collectively, the "Extending Lenders"), each Swingline Lender and each Issuing Bank agrees that, on and as of the First Amendment Effective Date (as defined below), the term "Revolving Maturity Date" set forth in Section 1.01 of the Credit Agreement shall be modified to replace the phrase "the date that is five years after the Closing Date" in clause (a) of the definition of such term with "July 8, 2028".

SECTION 3. Concerning Revolving Commitments. (a) The Extending Lender that is not a Lender immediately prior to the effectiveness of this Amendment (such Extending Lender being referred to as the "New Lender") agrees that, on and as of the First Amendment Effective Date, the New Lender will have a Multicurrency Tranche Revolving Commitment in an amount set forth opposite its name on Schedule 2.01 set forth on Annex

A hereto. On and as of the First Amendment Effective Date, (i) the New Lender shall become a party to, and a Multicurrency Tranche Revolving Lender under, the Credit Agreement, and shall be entitled to all the rights of, and benefits accruing to, Multicurrency Tranche Revolving Lenders under the Credit Agreement, and shall be bound by all agreements, acknowledgements and other obligations of Multicurrency Tranche Revolving Lenders under the Credit Agreement, and (ii) for the avoidance of doubt, the New Lender hereby consents to the extension of the Revolving Maturity Date as set forth in Section 2 hereof. To the extent such consent is required pursuant to the Credit Agreement, each of the Administrative Agent, the Swingline Lenders and the Issuing Banks hereby approves the identity of the New Lender as a Multicurrency Tranche Revolving Lender.

(b) Each party hereto acknowledges and agrees that, on and as of First Amendment Effective Date, Schedule 2.01 set forth on Annex A hereto sets forth all the Revolving Commitments of all the Lenders (and no Person whose name does not appear on such schedule shall have, or shall be deemed to have, as of the First Amendment Effective Date, a Revolving Commitment under the Credit Agreement). Schedule 2.01 to the Credit Agreement is hereby replaced in its entirety with Schedule 2.01 set forth on Annex A hereto.

(c) Each party hereto acknowledges and agrees that, on the First Amendment Effective Date, the Multicurrency Tranche Revolving Percentages of the Multicurrency Tranche Revolving Lenders, and their respective Letter of Credit Exposures and Swingline Exposures, shall automatically be adjusted to give effect to Schedule 2.01 set forth on Annex A hereto. In furtherance of the foregoing, each party hereto hereby further acknowledges and agrees that, as of the First Amendment Effective Date, no Person that was a Multicurrency Tranche Revolving Lender immediately prior to the effectiveness of this Agreement but that is not an Extending Lender (such Person, a “Non-Extending Lender”) shall have any obligation in respect of any drawing under or participation in any Letter of Credit.

SECTION 4. Representations and Warranties. Each of Kraft Heinz and the Parent Borrower hereby represents and warrants that:

(a) The execution, delivery and performance of this Amendment are within the corporate or limited liability company powers of Kraft Heinz or the Parent Borrower, as applicable, and have been duly authorized by all necessary corporate or limited liability company action on the part of Kraft Heinz or the Parent Borrower, as applicable. This amendment has been duly executed and delivered by Kraft Heinz and the Parent Borrower and is a legal, valid and binding obligation of Kraft Heinz and the Parent Borrower, enforceable against it in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws affecting creditors’ rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

(b) On and as of the First Amendment Effective Date, after giving effect to this Amendment, the representations and warranties of Kraft Heinz and the Parent

Borrower contained in Section 4.01 of the Credit Agreement are true and correct in all material respects (in the case of any representation and warranty that is qualified as to “materiality” or “Material Adverse Effect” or by similar language, in all respects).

(c) On and as of the First Amendment Effective Date, after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

SECTION 5. Effectiveness. This Amendment shall become effective as of the first date (the “First Amendment Effective Date”) on which:

(a) This Amendment shall have been executed by the Administrative Agent, and the Administrative Agent shall have received from Kraft Heinz, the Parent Borrower, each Extending Lender, each Swingline Lender and each Issuing Bank a counterpart of this Amendment signed on behalf of such Person (which, subject to Section 9.10 of the Credit Agreement, may include any Electronic Signatures transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page).

(b) The Administrative Agent shall have received a certificate, dated the First Amendment Effective Date and executed by a Responsible Officer of the Parent Borrower, confirming the accuracy of the representations and warranties set forth in Section 4 hereof.

(c) The Administrative Agent shall have received from the Parent Borrower, for the account of the Non-Extending Lender, all Unused Line Fees and Letter of Credit Participation Fees and all other amounts owing to the Non-Extending Lender under the Loan Documents.

(d) The Administrative Agent shall have received, for the account of the Extending Lenders, payment in full in cash of all fees due to the Extending Lenders as separately agreed by Kraft Heinz and the Parent Borrower.

(e) Immediately prior to the First Amendment Effective Date, no Revolving Borrowings shall be outstanding.

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

SECTION 6. Effect of this Amendment. (a) Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Administrative Agent, the Swingline Lenders, the Issuing Banks or the Lenders under the Credit Agreement, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle Kraft Heinz or the Parent Borrower to any other consent to, or any other waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement in similar or different circumstances.

(b) On and after the First Amendment Effective Date, each reference in the Credit Agreement to “this Agreement”, “herein”, “hereunder”, “hereto”, “hereof” and words of similar import, and each reference to the Credit Agreement in any other Loan Document, in each case, shall refer to the Credit Agreement as amended hereby. For the avoidance of doubt, this Amendment shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

(c) It is agreed that the Amendment Arrangers and their Related Parties shall be entitled to the benefits of Sections 9.04(a) and 9.04(c) of the Credit Agreement with respect to the arrangement of this Amendment, the preparation, execution and delivery of this Amendment and other matters relating to or arising out of this Amendment to the same extent as the Revolving Arrangers and their Related Parties are entitled to the benefits of such Sections in respect of the preparation, execution and delivery of the Credit Agreement or other matters relating to or arising out of the Credit Agreement.

SECTION 7. Applicable Law. THIS AMENDMENT 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.

SECTION 8. Incorporation by Reference. The provisions of Sections 9.10, 9.11 and 9.15 of the Credit Agreement are hereby incorporated by reference, mutatis mutandis, as if set forth in full herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 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 FOOD COMPANY,

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

[First Amendment Kraft Heinz Credit Agreement]

JPMORGAN CHASE BANK, N.A.,
individually and as Administrative Agent, an
Issuing Bank and a Swingline Lender,

By: /s/ James Kyle O'Donnell

Name: James Kyle O'Donnell

Title: Vice President

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND KRAFT HEINZ FOODS COMPANY

BANK OF AMERICA, N.A. as Lender, Issuing Bank and Swingline Lender:

By: /s/ J. Casey Cosgrove

Name: J. Casey Cosgrove

Title: Managing Director

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
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BARCLAYS BANK PLC
both as a Lender and as an Issuing Bank:

By: /s/ Ritam Bhalla

Name: Ritam Bhalla

Title: Director

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
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CITIBANK, N.A., (with each Lender that is an Issuing Bank or a Swingline
Lender executing this Amendment in its capacities both as a Lender and as an
Issuing Bank and a Swingline Lender, as applicable):

By: /s/ Michael Vondriska

Name: Michael Vondriska

Title: Vice President

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
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Name of Lender (with each Lender that is an Issuing Bank or a Swingline
Lender executing this Amendment in its capacities both as a Lender and as an
Issuing Bank and a Swingline Lender, as applicable):

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ Douglas Darman

Name: Douglas Darman

Title: Director

For any Lender requiring a second signature block:

By: /s/ Alison Lugo

Name: Alison Lugo

Title: Vice President

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
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Name of Lender (with each Lender that is an Issuing Bank or a Swingline
Lender executing this Amendment in its capacities both as a Lender and as an
Issuing Bank and a Swingline Lender, as applicable):

MORGAN STANLEY BANK, N.A.

By: /s/ Michael King

Name: Michael King

Title: Authorized Signatory

MORGAN STANLEY SENIOR
FUNDING, INC.

By: /s/ Michael King

Name: Michael King

Title: Vice President

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
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ROYAL BANK OF CANADA:

By: /s/ John Flores

Name: John Flores

Title: Authorized Signatory

[First Amendment Kraft Heinz Credit Agreement]

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

Wells Fargo Bank, National Association

By: /s/ Walker Higgins

Name: Walker Higgins

Title: Director

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
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Name of Lender (with each Lender that is an Issuing Bank or a Swingline
Lender executing this Amendment in its capacities both as a Lender and as an
Issuing Bank and a Swingline Lender, as applicable):

CREDIT AGRICOLE CORPORATE AND
INVESTMENT BANK

By: /s/ Jill Wong

Name: Jill Wong

Title: Director

By: /s/ Fanny Charrier

Name: Fanny Charrier

Title: Director

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
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CREDIT SUISSE AG, NEW YORK BRANCH, as a Lender:

By: /s/ Doreen Barr

Name: Doreen Barr

Title: Authorized Signatory

By: /s/ Michael Dieffenbacher

Name: Michael Dieffenbacher

Title: Authorized Signatory

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND KRAFT HEINZ FOODS COMPANY

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

BANCO SANTANDER, S.A., NEW YORK BRANCH

By: /s/ Andres Barbosa

Name: Andres Barbosa

Title: Managing Director

By: /s/ Arturo Prieto

Name: Arturo Prieto

Title: Managing Director

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND KRAFT HEINZ FOODS COMPANY

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

BNP Paribas

By: /s/ David Foster

Name: David Foster

Title: Director

By: /s/ Emma Petersen

Name: Emma Petersen

Title: Managing Director

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
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GOLDMAN SACHS BANK USA,

By: /s/ Ananda DeRoche

Name: Ananda DeRoche

Title: Authorized Signatory

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
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THE KRAFT HEINZ COMPANY AND KRAFT HEINZ FOODS COMPANY

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

HSBC Bank USA, National Association

By: /s/ Virginia Cosenza

Name: Virginia Cosenza

Title: Senior Vice President #23310

[First Amendment Kraft Heinz Credit Agreement]

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LENDER SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND KRAFT HEINZ FOODS COMPANY

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

MIZUHO BANK, LTD.

By: /s/ Tracy Rahn

Name: Tracy Rahn

Title: Executive Director

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND KRAFT HEINZ FOODS COMPANY

MUFG Bank Ltd.

Digitally signed by Jack

Lonker

Date: 2023.07.19

14:01:33 -04'00'

By: /s/ Jack Lonker

Name: Jack Lonker

Title: Director

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND KRAFT HEINZ FOODS COMPANY

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

Sumitomo Mitsui Banking Corporation

By: /s/ Rosa Pritsch

Name: Rosa Pritsch

Title: Director

[First Amendment Kraft Heinz Credit Agreement]

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THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
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Name of Lender (with each Lender that is an Issuing Bank or a Swingline
Lender executing this Amendment in its capacities both as a Lender and as an
Issuing Bank and a Swingline Lender, as applicable):

The Toronto-Dominion Bank, New York Branch

By: /s/ Victoria Roberts

Name: Victoria Roberts

Title: Authorized Signatory

[First Amendment Kraft Heinz Credit Agreement]

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

U.S. Bank National Association

By: /s/ Michael P. Dickman

Name: Michael P. Dickman

Title: Senior Vice President

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
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AgFirst Farm Credit Bank:

By: /s/ Brandon Waring

Name: Brandon Waring

Title: AVP, Capital Markets

For any Lender requiring a second signature block:

By: _____

Name:

Title:

[First Amendment Kraft Heinz Credit Agreement]

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BANCO BILBAO VIZCAYA ARGENTARIA, S.A. NEW YORK BRANCH,
as a Lender

By: /s/ Brian Crowley

Name: Brian Crowley
Title: Managing Director

By: /s/ Andrew Pargament

Name: Andrew Pargament
Title: Executive Director

[First Amendment Kraft Heinz Credit Agreement]

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CoBank, ACB, as Lender

By: /s/ Kelli Cholas

Name: Kelli Cholas

Title: Assistant Corporate Secretary

[First Amendment Kraft Heinz Credit Agreement]

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Commerzbank AG, New York Branch, as Lender:

By: /s/ Jeff Sullivan

Name: Jeff Sullivan

Title: Vice President

By: /s/ Robert Sullivan

Name: Robert Sullivan

Title: Vice President

[First Amendment Kraft Heinz Credit Agreement]

LENDER SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
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COOPERATIEVE RABOBANK U.A., NEW YORK BRANCH

By: /s/ Brady McMonigal

Name: Brady McMonigal
Title: Executive Director

By: /s/ Yacouba Kane

Name: Yacouba Kane
Title: Executive Director

[First Amendment Kraft Heinz Credit Agreement]

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

ING Bank N.V., Dublin Branch

By: /s/ Cormac Langford

Name: Cormac Langford

Title: Director

For any Lender requiring a second signature block:

By: /s/ Sean Hassett

Name: Sean Hassett

Title: Director

First Amendment Kraft Heinz Credit Agreement

LENDER SIGNATURE PAGE TO
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INTESA SANPAOLO S.P.A., NEW YORK
BRANCH, as a Lender

by: /s/ Jordan Schweon _____

Name: Jordan Schweon

Title: Managing Director

by: /s/ Alessandro Toigo _____

Name: Alessandro Toigo

Title: Head of Corporate Desk

[First Amendment Kraft Heinz Credit Agreement]

ANNEX A

SCHEDULE 2.01

Lenders and Commitments

<u>Lender</u>	<u>Revolving Commitment</u>		<u>Total</u>
	<u>Multicurrency Tranche Revolving Commitment</u>	<u>US Tranche Revolving Commitment</u>	
JPMorgan Chase Bank, N.A.	US\$ 277,500,000	US\$ 0	US\$ 277,500,000
Bank of America, N.A.	US\$ 277,500,000	US\$ 0	US\$ 277,500,000
Barclays Bank PLC	US\$ 277,500,000	US\$ 0	US\$ 277,500,000
Citibank, N.A.	US\$ 277,500,000	US\$ 0	US\$ 277,500,000
Deutsche Bank AG New York Branch	US\$ 277,500,000	US\$ 0	US\$ 277,500,000
Morgan Stanley Bank, N.A.	US\$246,785,714.29	US\$ 0	US\$246,785,714.29
Morgan Stanley Senior Funding, Inc.	US\$ 30,714,285.71	US\$ 0	US\$ 30,714,285.71
Royal Bank of Canada	US\$ 277,500,000	US\$ 0	US\$ 277,500,000
Wells Fargo Bank, National Association	US\$ 277,500,000	US\$ 0	US\$ 277,500,000
Credit Agricole Corporate and Investment Bank	US\$ 130,000,000	US\$ 0	US\$ 130,000,000
Credit Suisse AG, New York Branch	US\$ 130,000,000	US\$ 0	US\$ 130,000,000
Banco Santander, S.A., New York Branch	US\$ 130,000,000	US\$ 0	US\$ 130,000,000
BNP Paribas	US\$ 130,000,000	US\$ 0	US\$ 130,000,000

Goldman Sachs Bank USA	US\$ 130,000,000	US\$ 0	US\$ 130,000,000
HSBC Bank USA, National Association	US\$ 130,000,000	US\$ 0	US\$ 130,000,000
Mizuho Bank, Ltd.	US\$ 130,000,000	US\$ 0	US\$ 130,000,000
MUFG Bank, Ltd.	US\$ 130,000,000	US\$ 0	US\$ 130,000,000
Sumitomo Mitsui Banking Corporation	US\$ 130,000,000	US\$ 0	US\$ 130,000,000
The Toronto- Dominion Bank, New York Branch	US\$ 130,000,000	US\$ 0	US\$ 130,000,000
U.S. Bank National Association	US\$ 130,000,000	US\$ 0	US\$ 130,000,000
AgFirst Farm Credit Bank	US\$ 50,000,000	US\$ 0	US\$ 50,000,000
Banco Bilbao Vizcaya Argentaria, S.A. New York Branch	US\$ 50,000,000	US\$ 0	US\$ 50,000,000
CoBank, ACB	US\$ 0	US\$50,000,000	US\$ 50,000,000
Commerzbank AG, New York Branch	US\$ 50,000,000	US\$ 0	US\$ 50,000,000
Coöperatieve Rabobank U.A., New York Branch	US\$ 50,000,000	US\$ 0	US\$ 50,000,000
ING Bank N.V., Dublin Branch	US\$ 50,000,000	US\$ 0	US\$ 50,000,000
Intesa Sanpaolo S.p.A, New York Branch	US\$ 50,000,000	US\$ 0	US\$ 50,000,000
Total	US\$3,950,000,000	US\$50,000,000	US\$4,000,000,000