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

The Kraft Heinz Company
(Exact name of registrant as specified in its charter)

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:

<table>
<thead>
<tr>
<th>Title of each class</th>
<th>Trading Symbol(s)</th>
<th>Name of each exchange on which registered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common stock, $0.01 par value</td>
<td>KHC</td>
<td>The Nasdaq Stock Market LLC</td>
</tr>
<tr>
<td>Floating Rate Senior Notes due 2025</td>
<td>KHC25</td>
<td>The Nasdaq Stock Market LLC</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Exhibit No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>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.</td>
</tr>
<tr>
<td>104</td>
<td>The cover page of The Kraft Heinz Company’s Current Report on Form 8-K dated July 21, 2023, formatted in inline XBRL.</td>
</tr>
</tbody>
</table>
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

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

Date: July 21, 2023
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 thereto 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 theirs 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
THE KRAFT HEINZ COMPANY AND KRAFT HEINZ FOODS COMPANY

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
THE KRAFT HEINZ COMPANY AND KRAFT HEINZ FOODS COMPANY

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
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):

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
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):

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
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
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ROYAL BANK OF CANADA:

By: /s/ John Flores
   Name: John Flores
   Title: Authorized Signatory

[First Amendment Kraft Heinz Credit Agreement]
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
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]
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
THE KRAFT HEINZ COMPANY AND KRAFT HEINZ FOODS COMPANY

GOLDMAN SACHS BANK USA,

By: /s/ Ananda DeRoche
Name: Ananda DeRoche
Title: Authorized Signatory

[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):

HSBC Bank USA, National Association

By: /s/ Virginia Cosenza
Name: Virginia Cosenza
Title: Senior Vice President #23310

[First Amendment Kraft Heinz Credit Agreement]

RESTRICTED
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

By: /s/ Jack Lonker
14:01:33 -04'00'

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]
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):

The Toronto-Dominion Bank, New York Branch

By: /s/ Victoria Roberts
   Name: Victoria Roberts
   Title: Authorized Signatory

[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):

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
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
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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]
LENDER SIGNATURE PAGE TO
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
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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]
CoBank, ACB, as Lender
By: /s/ Kelli Cholas
Name: Kelli Cholas
Title: Assistant Corporate Secretary

[First Amendment Kraft Heinz Credit Agreement]
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]
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):

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
THE FIRST AMENDMENT TO THE CREDIT AGREEMENT OF
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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]
## SCHEDULE 2.01

### Lenders and Commitments

<table>
<thead>
<tr>
<th>Lender</th>
<th>Multicurrency Revolving Commitment</th>
<th>US Tranche Revolving Commitment</th>
<th>Total</th>
</tr>
</thead>
<tbody>
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<td>JPMorgan Chase Bank, N.A.</td>
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<td>US$ 0</td>
<td>US$ 277,500,000</td>
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<td>US$ 0</td>
<td>US$ 277,500,000</td>
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<tr>
<td>Barclays Bank PLC</td>
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<td>US$ 277,500,000</td>
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<tr>
<td>Citibank, N.A.</td>
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<tr>
<td>Deutsche Bank AG New York Branch</td>
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<td>US$ 0</td>
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<td>US$246,785,714.29</td>
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<td>Credit Agricole Corporate and Investment Bank</td>
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<td>BNP Paribas</td>
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<tr>
<td>Lender</td>
<td>Amount</td>
<td>Fees</td>
<td>Total</td>
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