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): May 10, 2019

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

Commission File Number: 001-37482

Delaware **(State or other jurisdiction of incorporation)**	**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))

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. ☐

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**

Item 1.01. Entry into a Material Definitive Agreement.

Waiver and Consent No. 2 to Credit Agreement

On May 10, 2019, The Kraft Heinz Company (the "Company"), Kraft Heinz Foods Company (the "Parent Borrower"), certain lenders party thereto (the "Required Lenders") and JPMorgan Chase Bank, N.A., as administrative agent (the "Agent"), entered into a Waiver and Consent No. 2 (the "Waiver") with respect to that certain Credit Agreement, dated as of July 6, 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The Credit Agreement provides for a senior unsecured revolving credit facility, which matures on July 6, 2023. As of both March 30, 2019 and May 10, 2019, there were no outstanding borrowings under the revolving credit facility.

Pursuant to the Waiver, the Required Lenders and the Agent granted a one-time temporary waiver of compliance by the Company and the Parent Borrower with respect to the requirement to furnish the lenders (i) a copy of the consolidated financial statements for the Company's fiscal year ended December 29, 2018 (the "2018 Annual Financial Statements") and (ii) a copy of the unaudited interim condensed consolidated balance sheet for the Company's quarter ended March 30, 2019 and the Company's unaudited interim condensed consolidated statements of earnings and cash flows for the period commencing at the end of the previous fiscal year and ending with the end of such quarter (the "2019 Q1 Financial Statements"), each as set forth in the Credit Agreement. Pursuant to the Waiver, the Company is required to provide the 2018 Annual Financial Statements to the lenders no later than June 28, 2019 and the 2019 Q1 Financial Statements to the lenders no later than July 31, 2019.

The Waiver includes customary representations and does not limit, impair or constitute a waiver of the rights and remedies of the lenders or the Agent, and except as expressly provided in the Waiver, does not amend or affect the terms of the Credit Agreement or the Waiver and Consent No. 1 to the Credit Agreement dated as of March 22, 2019 among the Company, the Parent Borrower, certain lenders party thereto and the Agent.

The foregoing description of the Waiver is only a summary of the material terms and does not purport to be complete, and is qualified in its entirety by reference to the Waiver, which is filed herewith as Exhibit 10.1, and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

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

Exhibit No.	Description
10.1	Waiver and Consent No. 2 to Credit Agreement, dated as of May 10, 2019, to the Credit Agreement dated as of July 6, 2015, by and among The Kraft Heinz Company, Kraft Heinz Foods Company, the Lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent, and J.P. Morgan Europe Limited, as London agent for the Lenders.

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: May 10, 2019

By: /s/ Rashida La Lande
Rashida La Lande
Senior Vice President, Global General Counsel and Head of CSR and Government Affairs; Corporate Secretary

Exhibit 10.1

WAIVER AND CONSENT NO. 2 dated as of May 10, 2019 (this "Waiver"), 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., in its capacity as administrative agent (the "Administrative Agent").

Reference is made to (i) the Credit Agreement dated as of July 6, 2015 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), among Kraft Heinz, the Parent Borrower, the Lenders party thereto, the Administrative Agent and J.P. Morgan Europe Limited, as London agent, and (ii) the Waiver and Consent No. 1 dated as of March 22, 2019 ("Waiver No. 1") among Kraft Heinz, the Parent Borrower, the Lenders party thereto and the Administrative Agent. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

Kraft Heinz and the Parent Borrower have requested, and the Administrative Agent and the Lenders party hereto (which constitute the Required Lenders) agree, in accordance with Section 9.01 of the Credit Agreement, to grant a one-time temporary waiver of compliance with (i) Section 5.01(c)(ii) with respect to the consolidated financial statements of Kraft Heinz and its Subsidiaries for the fiscal year ended December 29, 2018 and (ii) Section 5.01(c)(i) with respect to the unaudited interim condensed consolidated balance sheet of Kraft Heinz and its Subsidiaries as of the end of the quarter ended March 30, 2019 and unaudited interim condensed consolidated statements of earnings and cash flows of Kraft Heinz and its Subsidiaries for the period commencing at the end of the previous fiscal year and ending with the end of such quarter.

NOW, THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Waiver and Consent. Subject to the satisfaction of the conditions precedent set forth in Section 3 hereof:

(a) The Lenders party hereto hereby grant (i) a one-time temporary waiver, until June 28, 2019 (the "2018 Annual Financial Statements Extension Deadline"), of compliance by Kraft Heinz and the Parent Borrower with the requirement to furnish to the Lenders a copy of the consolidated financial statements of Kraft Heinz and its Subsidiaries for the fiscal year ended December 29, 2018, audited by PricewaterhouseCoopers LLP (or other independent auditors which, as of the date of this Agreement, are one of the "big four" accounting firms) (the "2018 Annual Financial Statements") as required by Section 5.01(c)(ii) of the Credit Agreement and (ii) a one-time temporary waiver, until July 31, 2019 (the "2019 Q1 Financial Statements Extension Deadline"), of the unaudited interim condensed consolidated balance sheet of Kraft Heinz and its Subsidiaries as of the end of the quarter ended March 30, 2019 and unaudited interim condensed consolidated statements of earnings and cash flows of Kraft Heinz and its Subsidiaries for the period commencing at the end of the previous fiscal year and ending with the end of such quarter (the "2019 Q1 Financial Statements"), it being understood and agreed that Sections 5.01(c)(i) and 5.01(c)(ii) of the Credit Agreement shall be deemed to require Kraft Heinz and the Parent Borrower to furnish to the Lenders the 2018 Annual Financial Statements and the 2019 Q1 Financial Statements, as applicable, on or prior to the 2018 Annual Financial Statements Extension Deadline or the 2019 Q1 Financial Statements Extension Deadline, as applicable.

(b) During the period from and after the Waiver Effective Date (as defined below) to and including (i) the 2018 Annual Financial Statements Extension Deadline or (ii) in the event Kraft Heinz and the Parent Borrower furnish to the Lenders the 2018 Annual Financial Statements on or prior to the 2018 Annual Financial Statements Extension Deadline, the 2019 Q1 Financial Statements Extension Deadline, the condition precedent to each Pro Rata Borrowing set forth in Section 3.03(b) of the Credit Agreement shall be deemed to be satisfied if such condition precedent would otherwise be satisfied but for the failure of Kraft Heinz and the Parent Borrower to furnish the 2018 Annual Financial Statements and/or the 2019 Q1 Financial Statements, as applicable, to the Lenders within the applicable periods set forth in Sections 5.01(c)(i) and 5.01(c)(ii) of the Credit Agreement.

Section 2. **Representations and Warranties**. Kraft Heinz and the Parent Borrower represents and warrants that as of the date hereof and the Waiver Effective Date:

(a) After giving effect to this Waiver, the representations and warranties of Kraft Heinz and the Parent Borrower contained in Article IV of the Credit Agreement and in the Holdco Guaranty Agreement are true and correct in all material respects; *provided* that, to the extent that such representations and warranties specifically refer to an earlier date, they are true and correct in all material respects as of such earlier date; *provided further* that any representation and warranty that is qualified as to "materiality," "Material Adverse Effect" or similar language is true and correct (after giving effect to any qualification therein) in all respects.

(b) After giving effect to this Waiver, no Default or Event of Default has occurred and is continuing.

Section 3. **Conditions to Effectiveness**.

This Waiver shall become effective on the first date (the "Waiver Effective Date") on which the following conditions have been satisfied:

(a) The Administrative Agent shall have received executed counterparts of this Waiver by (i) Kraft Heinz, (ii) the Parent Borrower, (iii) the Administrative Agent and (iv) the Required Lenders.

(b) The Administrative Agent shall have received a certificate, dated the Waiver Effective Date and signed by a duly authorized officer of Kraft Heinz, confirming the accuracy of the representations and warranties contained in Section 2 hereof.

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

Section 4. **Fees and Expenses**. Kraft Heinz and the Parent Borrower agree to reimburse the Administrative Agent for its reasonable and documented out-of-pocket expenses incurred by it in connection with this Waiver, including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore LLP, counsel for the Administrative Agent.

Section 5. Counterparts.

This Waiver 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. Delivery of an executed counterpart of a signature page of this Waiver by facsimile transmission or other electronic communication (i.e., TIF or PDF or other similar communication) shall be effective as delivery of a manually executed counterpart of this Waiver.

Section 6. Governing Law; Waiver of Right to Trial by Jury, Etc

THIS WAIVER AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS WAIVER 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. 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*.

Section 7. Headings.

The headings of this Waiver are for purposes of reference only and shall not be deemed to limit, amplify or modify the terms of this Waiver, nor affect the meaning hereof.

Section 8. Effect of Waiver; References to the Credit Agreement

Except as expressly set forth herein, this Waiver shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of any Agent, any Lender or any Issuing Bank under the Credit Agreement, Waiver No. 1, the Holdco Guaranty Agreement or any agreement or document relating thereto, and except as expressly provided in this Waiver, shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, the Holdco Guaranty Agreement or any such other agreement or document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. On and after the Waiver Effective Date, 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 waived and consented to hereby. Nothing herein shall entitle Kraft Heinz or the Parent Borrower to a consent to, or a waiver, extension, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement, the Holdco Guaranty Agreement or any agreement or document relating thereto in any similar or different circumstances.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Waiver to be duly executed 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/ Ciao Xing
Name: Ciao Xing
Title: Assistant Treasurer

JPMORGAN CHASE BANK N.A., as
Administrative Agent and a Lender

By: /s/ Tony Yung
Name: Tony Yung
Title: Executive Director

SIGNATURE PAGE TO
WAIVER AND CONSENT NO. 2 TO THE CREDIT AGREEMENT OF
THE KRAFT HEINZ COMPANY AND KRAFT HEINZ FOODS COMPANY

Name of Lender: BANCO SANTANDER, S.A., NEW YORK BRANCH

by /s/ /s/ Rita Walz-Cuccioli
Name: Rita Walz-Cuccioli
Title: Executive Director
Bank Santander, S.A. New York Branch

For any Lender requiring a second signature line:

by /s/ /s/ Terence Corcoran
Name: Terence Corcoran
Title: Executive Director
Banco Santander, S.A, New York Branch

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Name of Lender: Bank of America, N.A.

by /s/ Casey Cosgrove
Name: Casey Cosgrove
Title: Director

SIGNATURE PAGE TO
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Name of Lender: BARCLAYS BANK PLC

Lender: BARCLAYS BANK PLC

by /s/ Jake Lam
Name: Jake Lam
Title: Assistant Vice President

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Name of Lender:

Lender: BNP PARIBAS

by /s/ Michael Pearce
Name: Michael Pearce
Title: Managing Director

For any Lender requiring a second signature line:

by /s/ Emma Petersen
Name: Emma Petersen
Title: Director

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Name of Lender: Citibank, N.A.

Lender:

by /s/ Carolyn Kee
Name: Carolyn Kee
Title: Vice President

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Name of Lender:

Lender: Cooperatieve Rabobank U.A. New York Branch

by /s/ Olivia Leong
Name: Olivia Leong
Title: Executive Director

For any Lender requiring a second signature line:

by /s/ Maria Fridman
Name: Maria Fridman
Title: Executive Director

Name of Lender: Credit Agricole Corporate and Investment Bank

Lender:

by /s/ Jill Wong
Name: Jill Wong
Title: Director

For any Lender requiring a second signature line:

by /s/ Gordon Yip
Name: Gordon Yip
Title: Director

SIGNATURE PAGE TO
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Name of Lender: CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH

Lender:

by /s/ Vipul Dhadda
Name: Vipul Dhadda
Title: Authorized Signatory

For any Lender requiring a second signature line:

by /s/ Marc Zihlmann
Name: Marc Zihlmann
Title: Authorized Signatory

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Name of Lender:

Lender: DEUTSCHE BANK AG NEW YORK BRANCH

by /s/ Ming K. Chu
Name: Ming K. Chu
Title: Director

For any Lender requiring a second signature line:

by /s/ Virginia Cosenza
Name: Virginia Cosenza
Title: Vice President

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Name of Lender:

Lender: GOLDMAN SACHS BANK USA

by /s/ Jamie Minieri
Name: Jamie Minieri
Title: Authorized Signatory

For any Lender requiring a second signature line:

by _____
Name:
Title:

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Lender: HSBC BANK USA, N.A.

by /s/ Rafael De Paoli
Name: Rafael De Paoli
Title: Managing Director

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Name of Lender: INTESA SANPAOLO S.p.A., New York Branch

by /s/ Jordan Schweon
Name: Jordan Schweon
Title: Global Relationship Manager

For any Lender requiring a second signature line:

by /s/ Francesco Di Mario
Name: Francesco Di Mario
Title: FVP & Head of Credit

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Name of Lender: Mizuho Bank, Ltd.

Lender: Mizuho Bank, Ltd.

by /s/ Tracy Rahn
Name: Tracy Rahn
Title: Authorized Signatory

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Name of Lender: MORGAN STANLEY BANK N.A.

Lender: MORGAN STANLEY BANK N.A.

by /s/ Christopher Tarnowsky
Name: Christopher Tarnowsky
Title: Authorized Signatory

For any Lender requiring a second signature line:

by _____
Name:
Title:

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Name of Lender: MUFG Bank, Ltd. (formerly known as the Bank of Tokyo-Mitsubishi UFJ, Ltd.)

by /s/ Reema Sharma

Name: Reema Sharma
Title: Director

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Name of Lender: ROYAL BANK OF CANADA

Lender: ROYAL BANK OF CANADA

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

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Name of Lender:

Lender: Standard Chartered Bank

by /s/ Daniel Mattern
Name: Daniel Mattern
Title: Associate Director
Standard Chartered Bank

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Name of Lender: Sumitomo Mitsui Banking Corporation

by /s/ Michael Maguire
Name: Michael Maguire
Title: Executive Director

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WELLS FARGO BANK, NATIONAL
ASSOCIATION

by /s/ Mark Holm
Name: Mark Holm
Title: Managing Director