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 1, 2015

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

Delaware	**001-37482**	**46-2078182**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification Number)**

One PPG Place **Pittsburgh, Pennsylvania** **(Address of principal executive offices)**	**15222** **(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))

Item 1.01 Entry into a Material Definitive Agreement.

Heinz Senior Credit Facilities

On July 6, 2015, Kraft Heinz Foods Company (formerly known as H. J. Heinz Company) (the "Company") and The Kraft Heinz Company (formerly known as H.J. Heinz Holding Corporation) ("Holdings") entered into a new Credit Agreement (the "Credit Agreement") with the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent and J.P. Morgan Europe Limited, as London agent. The Credit Agreement provides for (1) a $4 billion senior unsecured revolving credit facility (the "New Revolving Credit Facility") and (2) a $600 million senior unsecured term loan facility (the "New Term Loan Facility" and, together with the New Revolving Credit Facility, the "New Senior Credit Facilities"). The New Revolving Credit Facility includes a $1 billion sublimit for borrowings in Canadian dollars, Euro or Sterling as well as a letter of credit sub-facility of up to $150 million and a competitive bid loan facility under which borrowers may borrow on a non-ratable basis from one or more of the lenders under the New Revolving Credit Facility. Additionally, and subject to certain conditions, the Company may increase the amount of revolving commitments and/or add additional tranches of term loans in a combined aggregate amount of up to $1 billion.

The New Revolving Credit Facility is available to the Company and any wholly owned subsidiary designated by the Company (each, a "Subsidiary Borrower" and, together with the Company, the "Borrowers") and will mature on July 6, 2020. The New Term Loan Facility is available to the Company and will have a seven year maturity and no amortization. The Company can extend the revolving maturity date by one year periods. The New Senior Credit Facilities may be prepaid at any time and unused commitments may be reduced at any time, in whole or in part, at the option of the borrower, without premium or penalty (subject to notice periods, minimum amounts and LIBOR, EURIBOR and CDOR breakage costs). The competitive bid loans may not be prepaid except as on the terms set forth in the applicable competitive bid note evidencing the competitive bid advance.

The obligations under the New Senior Credit Facilities are guaranteed by the Company in the case of indebtedness and other liabilities of any Subsidiary Borrower and by Holdings in the case of indebtedness and other liabilities of any Subsidiary Borrower and the Company.

Interest rates on obligations under the New Senior Credit Facilities are based on prevailing annual interest rates for LIBOR/EURIBOR/CDOR loans or an alternat base rate/Canadian prime rate, in each case subject to an applicable margin based upon the long-term senior unsecured, non-credit enhanced debt rating assigned to the Company.

The Company will pay certain recurring fees with respect to the New Senior Credit Facilities, including (1) fees on the unused commitments of the lenders under the New Revolving Credit Facility, (2) a letter of credit fee on the aggregate face amounts of outstanding letters of credit and (3) a fronting fee.

The New Senior Credit Facilities contain representations, warranties and covenants that are typical for these types of facilities. These covenants include restrictions on mergers, consolidations or sales of assets and liens, subject to certain exceptions and limitations.

The New Senior Credit Facilities contain customary events of default limited to the nonpayment of principal, interest, fees or other amounts; cross-default and cross-acceleration, in each case to other material indebtedness; failure to perform or observe covenants (subject to grace periods); breaches of representations or warranties; bankruptcy and insolvency events; monetary judgment defaults; certain ERISA events and invalidity of guarantees; If the Company ceases to be a wholly owned subsidiary of Holdings, or any other Borrower shall cease to be a wholly owned subsidiary of the Company.

The foregoing description of the New Senior Credit Facilities does not purport to be complete and is qualified in its entirety by reference to the full text of the Credit Agreement, which is filed hereto as Exhibit 10.1.

Indentures

I. Sale of Euro Notes

On July 1, 2015, the Company completed its previously announced offering of €750,000,000 aggregate principal amount of 2.000% Senior Notes due 2023 (the "Euro Notes"). The Euro Notes were sold to persons outside the United States under Regulation S of the Securities Act of 1933, as amended (the "Securities Act").

The Euro Notes were issued pursuant to that certain indenture, dated as of July 1, 2015 (the "Base Indenture"), by and among the Company, as issuer, Holdings, as guarantor, Wells Fargo Bank, National Association, as trustee (the "Trustee"), as supplemented by the First Supplemental Indenture, dated as of July 1, 2015 (the "First Supplemental Indenture" and, together with the Base Indenture, the "Euro Notes Indenture"), by and among the Company, Holdings, the Trustee and Société Générale Bank & Trust, as paying agent, security registrar and transfer agent.

The Euro Notes will mature on June 30, 2023, and bear interest at a rate of 2.000% per annum, payable annually in cash in arrears on June 30th of each year, beginning on June 30, 2016. The Euro Notes are fully and unconditionally guaranteed as to payment of principal, premium, if any, and interest on a senior unsecured basis by Holdings.

At any time and from time to time, the Company may, at its option, redeem the Euro Notes, in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the greater of (1) 100% of the aggregate principal amount of the Euro Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments (as defined in the First Supplemental Indenture), plus, in each case, accrued and unpaid interest thereon to, but excluding, the redemption date, subject to the rights of holders of the Euro Notes to be redeemed on the relevant record date to receive interest due on an Interest Payment Date (as defined in the First Supplemental Indenture) that is on or prior to such redemption date; *provided* that if the Company redeems any Euro Notes on or after March 30, 2023, the redemption price for such Euro Notes to be redeemed will equal 100% of the aggregate principal amount of such Euro Notes redeemed, plus accrued and unpaid interest thereon to, but not including, the redemption date.

Upon the occurrence of a Change of Control Triggering Event (as defined in the First Supplemental Indenture), holders of the Euro Notes will have the right to require the Company to repurchase, in whole or in part, the Euro Notes at a purchase price equal to 101% of the aggregate principal amount of the Euro Notes repurchased plus accrued but unpaid interest, if any, on the Euro Notes repurchased, to, but excluding, the date of repurchase.

Pursuant to the Euro Notes Indenture, if the Final Merger (as defined in the Euro Notes Indenture) is not consummated on or prior to March 31, 2016 or, if, prior to such date, the Merger Agreement (as defined in the Euro Notes Indenture) is terminated, the Company must redeem the Euro Notes in whole at a special mandatory redemption price equal to 101% of the aggregate principal amount of the Euro Notes, plus accrued but unpaid interest on the principal amount of the Euro Notes to, but not including, the date of redemption.

The terms of the Euro Notes Indenture, among other things, limit the ability of the Company, Holdings and, in certain cases, Holdings' restricted subsidiaries to create liens, enter into sale and leaseback transactions and merge or consolidate with other entities. The Euro Notes Indenture also provides for customary events of default (subject in certain cases to customary grace and cure periods), which include nonpayment, breach of covenants, payment defaults or acceleration of other indebtedness, failure to pay certain judgments and certain events of bankruptcy and insolvency. These covenants and events of default are subject to a number of important qualifications, limitations and exceptions that are described in the Euro Notes Indenture.

The foregoing description of the Euro Notes Indenture does not purport to be complete and is qualified in its entirety by reference to the full text of the Base Indenture and the First Supplemental Indenture, which are filed hereto as Exhibits 4.1 and 4.2, respectively.

II. Sale of Pound Sterling Notes

On July 1, 2015, the Company completed its previously announced offering of £400,000,000 aggregate principal amount of 4.125% Senior Notes due 2027 (the "Pound Sterling Notes"). The Pound Sterling Notes were sold to persons outside the United States under Regulation S of the Securities Act.

The Pound Sterling Notes were issued pursuant to the Base Indenture, as supplemented by the Second Supplemental Indenture, dated as of July 1, 2015 (the "Second Supplemental Indenture" and, together with the Base Indenture, the "Sterling Notes Indenture"), by and among the Company, Holdings, the Trustee and Société Générale Bank & Trust, as paying agent, security registrar, and transfer agent.

The Pound Sterling Notes will mature on July 1, 2027, and bear interest at a rate of 4.125% per annum, payable annually in cash in arrears on July 1st of each year, beginning on July 1, 2016. The Pound Sterling Notes are fully and unconditionally guaranteed as to payment of principal, premium, if any, and interest on a senior unsecured basis by Holdings.

At any time and from time to time, the Company may, at its option, redeem the Pound Sterling Notes, in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the greater of (1) 100% of the aggregate principal amount of the Pound Sterling Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments (as defined in the Second Supplemental Indenture), plus, in each case, accrued and unpaid interest thereon to, but excluding, the redemption date, subject to the rights of the holders of the Pound Sterling Notes to be redeemed on the relevant record date to receive interest due on an Interest Payment Date (as defined in the Second Supplemental Indenture) that is on or prior to such redemption date; *provided* that if the Company redeems any Pound Sterling Notes on or after April 1, 2027, the redemption price for such Pound Sterling Notes to be redeemed will equal 100% of the aggregate principal amount of such Pound Sterling Notes redeemed, plus accrued and unpaid interest thereon to, but not including, the redemption date.

Upon the occurrence of a Change of Control Triggering Event (as defined in the Second Supplemental Indenture), holders of the Pound Sterling Notes will have the right to require the Company to repurchase, in whole or in part, the Pound Sterling Notes at a purchase price equal to 101% of the aggregate principal amount of the Pound Sterling Notes repurchased plus accrued but unpaid interest, if any, on the Pound Sterling Notes repurchased, to, but excluding, the date of repurchase.

Pursuant to the Sterling Notes Indenture, if the Final Merger (as defined in the Sterling Notes Indenture) is not consummated on or prior to March 31, 2016 or, if, prior to such date, the Merger Agreement (as defined in the Sterling Notes Indenture) is terminated, the Company must redeem the Pound Sterling Notes in whole at a special mandatory redemption price equal to 101% of the aggregate principal amount of the Pound Sterling Notes, plus accrued but unpaid interest on the principal amount of the Pound Sterling Notes to, but not including, the date of redemption.

The terms of the Sterling Notes Indenture, among other things, limit the ability of the Company, Holdings and, in certain cases, Holdings' restricted subsidiaries to create liens, enter into sale and leaseback transactions and merge or consolidate with other entities. The Sterling Notes Indenture also provides for customary events of default (subject in certain cases to customary grace and cure periods), which include nonpayment, breach of covenants, payment defaults or acceleration of other indebtedness, failure to pay certain judgments and certain events of bankruptcy and insolvency. These covenants and events of default are subject to a number of important qualifications, limitations and exceptions that are described in the Sterling Notes Indenture.

The foregoing description of the Sterling Notes Indenture does not purport to be complete and is qualified in its entirety by reference to the full text of the Base Indenture and the Sterling Notes Indenture, which are filed hereto as Exhibits 4.1 and 4.3, respectively.

III. Sale of US Dollar Notes

On July 2, 2015, the Company completed its previously announced offering of $1,000,000,000 aggregate principal amount of 1.60% Senior Notes due 2017 (the "2017 Notes"); $1,500,000,000 aggregate principal amount of 2.00% Senior Notes due 2018 (the "2018 Notes"); $1,500,000,000 aggregate principal amount of 2.80% Senior Notes due 2020 (the "2020 Notes"); $1,000,000,000 aggregate principal amount of 3.50% Senior Notes due 2022 (the "2022 Notes"); $2,000,000,000 aggregate principal amount of 3.95% Senior Notes due 2025 (the "2025 Notes"); $1,000,000,000 aggregate principal amount of 5.00% Senior Notes due 2035 (the "2035 Notes'); $2,000,000,000 aggregate principal amount of 5.20% Senior Notes due 2045 (the "2045 Notes" and, together with the 2017 Notes, the 2018 Notes, the 2020 Notes, the 2022 Notes, the 2025 Notes and the 2035 Notes, the "US Dollar Notes"). The US Dollar Notes were sold to qualified institutional buyers pursuant to Rule 144A and to persons outside the United States under Regulation S of the Securities Act.

The US Dollar Notes were issued pursuant to the Base Indenture, as supplemented by the Third Supplemental Indenture, dated as of July 2, 2015 (the "Third Supplemental Indenture" and, together with the Base Indenture, the "US Dollar Notes Indenture"), by and among the Company, Holdings and the Trustee.

The 2017 Notes will mature on June 30, 2017. The 2018 Notes will mature on July 2, 2018. The 2020 Notes will mature on July 2, 2020. The 2022 Notes will mature on July 15, 2022. The 2025 Notes will mature on July 15, 2025. The 2035 Notes will mature on July 15, 2035. The 2045 Notes will mature on July 15, 2045. Interest on the 2017 Notes shall accrue at the rate of 1.60% per annum, interest on the 2018 Notes shall accrue at the rate of 2.00% per annum, interest on the 2020 Notes shall accrue at the rate of 2.80% per annum, interest on the 2022 Notes shall accrue at the rate of 3.50% per annum, interest on the 2025 Notes shall accrue at the rate of 3.95% per annum, interest on the 2035 Notes shall accrue at the rate of 5.00% per annum and interest on the 2045 Notes shall accrue at the rate of 5.20% per annum.

Interest on the 2017 Notes shall be payable semi-annually in arrears on June 30 and December 30 of each year, beginning on December 30, 2015; interest on the 2018 Notes shall be payable semi-annually in arrears on January 2 and July 2 of each year, beginning on January 2, 2016; interest on the 2020 Notes shall be payable semi-annually in arrears on January 2 and July 2 of each year, beginning on January 2, 2016; interest on the 2022 Notes shall be payable semi-annually in arrears on January 15 and July 15 of each year, beginning on January 15, 2016; interest on the 2025 Notes shall be payable semi-annually in arrears on January 15 and July 15 of each year, beginning on January 15, 2016; interest on the 2035 Notes shall be payable semi-annually in arrears on January 15 and July 15 of each year, beginning on January 15, 2016; and interest on the 2045 Notes shall be payable semi-annually in arrears on January 15 and July 15 of each year, beginning on January 15, 2016. The US Dollar Notes are fully and unconditionally guaranteed as to payment of principal, premium, if any, and interest on a senior unsecured basis by Holdings.

At any time and from time to time, the Company may, at its option, redeem the US Dollar Notes of any series, in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the greater of (1) 100% of the aggregate principal amount of the US Dollar Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments (as defined in the Third Supplemental Indenture), plus, in each case, accrued and unpaid interest thereon to, but excluding, the redemption date, subject to the rights of holders of the US Dollar Notes to be redeemed on the relevant record date (as specified in the Third Supplemental Indenture) to receive interest due on an Interest Payment Date (as defined in the Third Supplemental Indenture) that is on or prior to such redemption date; *provided* that if the Company redeems any 2020 Notes, 2022 Notes, 2025 Notes, 2035 Notes or 2045 Notes on or after the applicable Par Call Date (as defined in the Third Supplemental Indenture), the redemption price for such US Dollar Notes to be redeemed will equal 100% of the aggregate principal amount of such US Dollar Notes redeemed, plus accrued and unpaid interest thereon to, but not including, the redemption date.

Upon the occurrence of a Change of Control Triggering Event (as defined in the Third Supplemental Indenture), holders of the US Dollar Notes will have the right to require the Company to repurchase, in whole or in part, the US Dollar Notes at a purchase price equal to 101% of the aggregate principal amount of the US Dollar Notes repurchased plus accrued but unpaid interest, if any, on the US Dollar Notes repurchased, to, but excluding, the date of repurchase.

Pursuant to the US Dollar Notes Indenture, if the Final Merger (as defined in the US Dollar Notes Indenture) is not consummated on or prior to March 31, 2016 or, if, prior to such date, the Merger Agreement (as defined in the US Dollar Notes Indenture) is terminated, the Company must redeem the US Dollar Notes in whole at a special mandatory redemption price equal to 101% of the aggregate principal amount of the US Dollar Notes, plus accrued but unpaid interest on the principal amount of the US Dollar Notes to, but not including, the date of redemption.

The terms of the US Dollar Notes Indenture, among other things, limit the ability of the Company, Holdings and, in certain cases, Holdings' restricted subsidiaries to create liens, enter into sale and leaseback transactions and merge or consolidate with other entities. The US Dollar Notes Indenture also provides for customary events of default (subject in certain cases to customary grace and cure periods), which include nonpayment, breach of covenants, payment defaults or acceleration of other indebtedness, failure to pay certain judgments and certain events of bankruptcy and insolvency. These covenants and events of default are subject to a number of important qualifications, limitations and exceptions that are described in the US Dollar Notes Indenture.

The foregoing description of the US Dollar Notes Indenture does not purport to be complete and is qualified in its entirety by reference to the full text of the Base Indenture and the Third Supplemental Indenture, which are filed hereto as Exhibits 4.1 and 4.4, respectively.

Registration Rights Agreement

In connection with the sale of the US Dollar Notes, the Company and Holdings entered into a Registration Rights Agreement, dated as of July 2, 2015 (the "Registration Rights Agreement"), with Barclays Capital Inc., J.P. Morgan Securities LLC, Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, for themselves and on behalf of the other Initial Purchasers (as defined in the Registration Rights Agreement) with respect to the US Dollar Notes. Under the Registration Rights Agreement, the Company and Holdings have agreed, with respect to the US Dollar Notes, to file a registration statement with respect to an offer to exchange the US Dollar Notes for a new issue of substantially identical notes registered under the Securities Act, to cause an exchange offer registration statement to be declared effective and to consummate the exchange offer no later than 455 days after July 2, 2015. The Company and Holdings may be required to provide a shelf registration statement to cover resales of the US Dollar Notes under certain circumstances.

If the exchange offer has not been consummated or the shelf registration statement has not been declared effective by the Securities and Exchange Commission by the date required (each, a "Notes Registration Default"), then additional interest will accrue as liquidated damages on the aggregate principal amount of the US Dollar Notes from and including the date on which any such Notes Registration Default has occurred to, but excluding, the date on which all of the Notes Registration Defaults have been cured. Additional interest will accrue at a rate of 0.25% for the first 90 day period after such date and thereafter the annual interest rate will be increased by an additional 0.25% for each subsequent 90 day period that elapses provided that the aggregate increase in such annual interest rate may in no event exceed 0.50% per annum.

The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Registration Rights Agreement, which is filed hereto as Exhibit 4.5.

IV. Sale of Canadian Dollar Notes

On July 6, 2015, Kraft Canada Inc. (formerly 9340572 Canada Inc.) ("Kraft Canada") completed its previously announced offering of Cdn$200,000,000 aggregate principal amount of Floating Rate Senior Notes due 2018 (the "2018 Floating Rate Notes"), Cdn$500,000,000 aggregate principal amount of Floating Rate Senior Notes due 2020 (the "2020 Floating Rate Notes", and Cdn$300,000,000 2.70% Senior Notes due 2020 (the "Canadian Fixed Rate Notes" and, together with the 2018 Floating Rate Notes and the 2020 Floating Rate Notes, the "Canadian Dollar Notes").

The Canadian Dollar Notes were issued pursuant to that certain indenture, dated as of July 6, 2015 (the "Canadian Base Indenture"), by and among Kraft Canada, as issuer, Holdings and the Company, as guarantors (the "Canadian Guarantors"), and Computershare Trust Company of Canada, as trustee (the "Canadian Trustee"), as supplemented by the First Supplemental Indenture, dated as of July 6, 2015 (the "Canadian First Supplemental Indenture"), pursuant to which the 2018 Floating Rate Notes were issued, the Second Supplemental Indenture, dated as of July 6, 2015 (the "Canadian Second Supplemental Indenture"), pursuant to which the 2020 Floating Rate Notes were issued, and the Third Supplemental Indenture, dated as of July 6, 2015 (the "Canadian Third Supplemental Indenture" and, together with the Canadian Base Indenture, the Canadian First Supplemental Indenture and the Canadian Second Supplemental Indenture, the "Canadian Indenture"), pursuant to which the Canadian Fixed Rate Notes were issued, by and among Kraft Canada, the Canadian Guarantors, and the Canadian Trustee. The Canadian Dollar Notes are guaranteed pursuant to a Guarantee Agreement, dated as of July 6, 2015, by and among the Canadian Guarantors and the Canadian Trustee (the "Guarantee Agreement").

The 2018 Floating Rate Notes will mature on July 6, 2018. The 2020 Floating Rate Notes and the Canadian Fixed Rate Notes will mature on July 6, 2020. Interest shall accrue on the aggregate unpaid principal amount of the 2018 Floating Rate Notes at an annual rate of interest for the applicable Interest Period (as defined in the Canadian First Supplemental Indenture) equal to the Three-Month CDOR Rate (as defined in the Canadian First Supplemental Indenture), determined on the Interest Determination Date (as defined in the Canadian First Supplemental Indenture) for such Interest Period, plus 0.80% per annum from July 6, 2015 or, if interest has been paid or duly provided for, the most recent Interest Payment Date (as defined in the Canadian Base Indenture) to which interest has been paid or duly provided for. Interest shall accrue on the aggregate unpaid principal amount of the 2020 Floating Rate Notes at an annual rate of interest for the applicable Interest Period (as defined in the Canadian Second Supplemental Indenture) equal to the Three-Month CDOR Rate (as defined in the Canadian Second Supplemental Indenture), determined on the Interest Determination Date (as defined in the Canadian Second Supplemental Indenture) for such Interest Period, plus 1.05% per annum from July 6, 2015 or, if interest has been paid or duly provided for, the most recent Interest Payment Date to which interest has been paid or duly provided for. Interest shall accrue on the aggregate unpaid principal amount of each Canadian Fixed Rate Note at an annual rate of interest of 2.70% from July 6, 2015 or, if interest has been paid or duly provided for, the most recent Interest Payment Date (as defined in the Canadian Indenture) to which interest has been paid or duly provided for.

Such interest on the 2018 Floating Rate Notes and 2020 Floating Rate Notes shall be payable quarterly on January 6, April 6, July 6 and October 6 of each year, beginning on October 6, 2015, until the principal thereof is paid or duly provided for. Such interest on the Canadian Fixed Rate Notes shall be payable semi-annually in equal installments on January 6 and July 6 of each year, commencing on January 6, 2016, until the principal thereof is paid or duly provided for. The Canadian Dollar Notes are fully and unconditionally guaranteed as to payment of principal, premium, if any, and interest on a senior unsecured basis by the Canadian Guarantors pursuant to the Guarantee Agreement.

At any time and from time to time, Kraft Canada may at its option redeem the Canadian Fixed Rate Notes, in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the greater of (1) 100% of the aggregate principal amount of the Canadian Fixed Rate Notes to be redeemed and (2) the Canada Yield Price (as defined in the Canadian Third Supplemental Indenture), plus, accrued and unpaid interest thereon to, but excluding, the redemption date; *provided* that if the Company redeems any Fixed Rate Notes on or after June 6, 2020, the redemption price for such Canadian Fixed Rate Notes to be redeemed will equal 100% of the aggregate principal amount of such Canadian Fixed Rate Notes redeemed, plus accrued and unpaid interest thereon to, but not including, the redemption date. Kraft Canada may not redeem the 2018 Floating Rate Notes or the 2020 Floating Rate Notes prior to their maturity.

Upon the occurrence of a Change of Control Triggering Event (as defined in the Canadian First Supplemental Indenture, Canadian Second Supplemental Indenture and Canadian Third Supplemental Indenture, as applicable), holders of the Canadian Dollar Notes will have the right to require Kraft Canada to repurchase, in whole or in part, the Canadian Dollar Notes at a purchase price equal to 101% of the aggregate principal amount of the Canadian Dollar Notes repurchased plus accrued but unpaid interest, if any, on the Canadian Dollar Notes repurchased, to, but excluding, the date of repurchase.

Pursuant to the Canadian Indenture, if the Final Merger (as defined in the Canadian First Supplemental Indenture, Canadian Second Supplemental Indenture and Canadian Third Supplemental Indenture, as applicable) is not consummated on or prior to March 31, 2016 or, if, prior to such date, the Merger Agreement (as defined in the as defined in the Canadian First Supplemental Indenture, Canadian Second Supplemental Indenture and Canadian Third Supplemental Indenture, as applicable) is terminated, Kraft Canada must redeem the Canadian Dollar Notes in whole at a special mandatory redemption price equal to 101% of the aggregate principal amount of the Canadian Dollar Notes, plus accrued but unpaid interest on the principal amount of the Canadian Dollar Notes to, but not including, the date of redemption.

The terms of the Canadian Indenture, among other things, limit the ability of Kraft Canada, the Canadian Guarantors and, in certain cases, their respective restricted subsidiaries to create liens, enter into sale and leaseback transactions, and merge or consolidate with other entities. The Canadian Indenture also provides for customary events of default (subject in certain cases to customary grace and cure periods), which include nonpayment, breach of covenants, payment defaults or acceleration of other indebtedness, failure to pay certain judgments and certain events of bankruptcy and insolvency. These covenants and events of default are subject to a number of important qualifications, limitations and exceptions that are described in the Canadian Indenture.

The foregoing description of the Canadian Indenture and the Guarantee Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Canadian Base Indenture, the Canadian First Supplemental Indenture, the Canadian Second Supplemental Indenture, the Canadian Third Supplemental Indenture and the Guarantee Agreement, which are filed hereto as Exhibits 4.6, 4.7, 4.8, 4.9 and 4.10, respectively.

Assumption of Kraft Indebtedness

In connection with (i) the consummation of the merger of Kite Merger Sub Corp. ("Merger Sub I"), a Virginia corporation and wholly owned subsidiary of Holdings, with and into Kraft Foods Group Inc. ("Kraft"), a Virginia corporation, with Kraft surviving as a wholly owned subsidiary of Holdings (the "Merger"), (ii) the consummation of the subsequent merger of Kraft, as the surviving corporation of the Merger, with and into Kite Merger Sub LLC ("Merger Sub II"), a Delaware limited liability company and wholly owned subsidiary of Holdings, with Merger Sub II surviving as a wholly owned subsidiary of Holdings (the "Subsequent Merger") and (iii) the consummation of the merger of Merger Sub II, as the surviving company of the Subsequent Merger, with and into the Company, with the Company surviving as a wholly owned subsidiary of Holdings (the "Final Merger"), each of Merger Sub II and the Company agreed to assume all the obligations of Kraft outstanding under the Indenture, dated as of June 4, 2012 (as supplemented by Supplemental Indenture No. 1, dated as of June 4, 2012 and Supplemental Indenture No. 2, dated as of July 18, 2012, the "Kraft Indenture"), by and between Kraft and Deutsche Bank Trust Company Americas, as trustee (the "Kraft Trustee"), including obligations under the 2.250% Notes due 2017, the 6.125% Notes due 2018, the 5.375% Notes due 2020, the 3.500% Notes due 2022, the 6.875% Notes due 2039, the 6.500% Notes due 2040 and the 5.000% Notes due 2042 (collectively, the "Kraft Notes") issued thereunder.

Accordingly, on July 2, 2015, Kraft, Merger Sub II, the Company, Holdings and the Kraft Trustee executed and delivered Supplemental Indenture No. 3 to the Indenture (the "Kraft Supplemental Indenture"), pursuant to which, (i) Merger Sub II agreed that effective upon the consummation of the Subsequent Merger, it would assume all of Kraft's obligations under the Kraft Indenture and the Kraft Notes issued thereunder and (ii) the Company agreed that effective upon the consummation of the Final Merger, it would assume all of Kraft's obligations under the Kraft Indenture and the Kraft Notes issued thereunder. In addition, Holdings agreed to guarantee all obligations under the Kraft Indenture and the Kraft Notes.

The foregoing description of the Kraft Supplemental Indenture does not purport to be complete and is qualified in its entirety by reference to the full text of the Kraft Supplemental Indenture, which is filed hereto as Exhibit 4.11.

Supplemental Indentures - New Guarantee

On July 2, 2015, Holdings became a guarantor of the following securities issued or assumed by the Company: (i) the 6.75% Debentures due 2032 (the "2032 Debentures"), (ii) the 7.125% Debentures due 2039 (the "2039 Debentures"), (iii) the 6.375% Debentures due 2028 (the "2028 Debentures" and together with the 2032 Debentures, 2039 Debentures, the "Additional Notes"). As of March 29, 2015, the aggregate principal amounts outstanding of the 2028 Debentures, the 2032 Debentures and the 2039 Debentures were $256 million, $474 million and $1,022 million, respectively.

The 2028 Debentures were issued pursuant to an indenture dated July 15, 1992 (the "1992 Indenture") and the 2032 Debentures and the 2039 Debentures were issued pursuant to an indenture dated July 6, 2001 (the "2001 Indenture"). The supplemental indentures supplementing the 1992 Indenture and the 2001 Indenture (the "Additional Supplemental Indentures"), each adding Holdings as a guarantor of the Additional Notes are attached hereto as Exhibits 4.18 and 4.19, andthe foregoing description of the Additional Supplemental Indentures does not purport to be complete and is qualified in its entirety by reference to the full text of the Additional Supplemental Indentures.

Item 1.02 Termination of a Material Definitive Agreement.

Termination of the Heinz Existing Credit Agreement

In connection with the consummation of the Merger, on July 2, 2015, all outstanding obligations in respect of principal, interest, and fees under the Heinz Existing Credit Agreement, dated as of June 7, 2013 (the "Heinz Existing Credit Agreement"), by and among the Company, Hawk Acquisition Sub, Inc., which has merged with and into the Company, Hawk Acquisition Intermediate Corporation II, which had been renamed Kraft Heinz Intermediate Corporation II, the banks, financial institutions and other institutional lenders listed on the signature pages thereof, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, and the other agents party thereto were repaid and the Heinz Existing Credit Agreement was terminated.

Termination of the Kraft Credit Agreement

In connection with the consummation of the Merger, on July 2, 2015, all outstanding obligations in respect of principal, interest, and fees under that certain Five-Year Revolving Credit Agreement, dated as of May 29, 2014 (the "Kraft Credit Agreement"), by and among Kraft, the banks, financial institutions and other institutional lenders listed on the signature pages thereof, JPMorgan Chase Bank, N.A. and Barclays Bank PLC, as administrative agents, JPMorgan Chase Bank, N.A., as paying agent, and the other agents party thereto were repaid and the Kraft Credit Agreement was terminated.

The information provided in Item 2.04 below is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligations or an Obligations under an Off-Balance Sheet Arrangement of a Registrant.

The information provided in Item 1.01 above is incorporated herein by reference.

Item 2.04. Triggering Events that Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.

On July 6, 2015, the Company partially redeemed $800 million aggregate principal amount of the Company's 4.875% Second Lien Senior Secured Notes due 2025 (the "2025 Secured Notes"), at the redemption price equal to 104.875% of the principal amount of the 2025 Secured Notes redeemed, plus accrued and unpaid interest to, but excluding, the redemption date.

On July 6, 2015, the Company redeemed all of its outstanding 4.25% Second Lien Senior Secured Notes due 2020 (the "2020 Secured Notes"), at the redemption price equal to 102.125% of the principal amount of the 2020 Secured Notes redeemed, plus accrued and unpaid interest to, but excluding, the redemption date.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are furnished with this Current Report on Form 8-K.

Exhibit No.	Description
4.1	Indenture dated as of July 1, 2015, governing debt securities by and among H. J. Heinz Company, as issuer, H.J. Heinz Holding Corporation, as guarantor, and Wells Fargo Bank, National Association, as trustee.
4.2	First Supplemental Indenture dated as of July 1, 2015, governing the 2.000% Senior Notes due 2023, by and among H. J. Heinz Company, as issuer, H.J. Heinz Holding Corporation, as guarantor, Wells Fargo Bank, National Association, as trustee, and Société Générale Bank & Trust, as paying agent, security registrar, and transfer agent.
4.3	Form of the 2.000% Senior Notes due 2023 (included in Exhibit 4.2 filed herewith).
4.4	Second Supplemental Indenture dated as of July 1, 2015, governing the 4.125% Senior Notes due 2027, by and among H. J. Heinz Company, as issuer, H.J. Heinz Holding Corporation, as guarantor, Wells Fargo Bank, National Association, as trustee, and Société Générale Bank & Trust, as paying agent, security registrar, and transfer agent.
4.5	Form of the 4.125% Senior Notes due 2027 (included in Exhibit 4.4 filed herewith).
4.6	Third Supplemental Indenture dated as of July 2, 2015, governing the 1.60% Senior Notes due 2017, the 2.00% Senior Notes due 2018, the 2.80% Senior Notes due 2020, the 3.50% Senior Notes due 2022, the 3.95% Senior Notes due 2025, the 5.00% Senior Notes due 2035 and the 5.20% Senior Notes due 2045, by and among H. J. Heinz Company, as issuer, H.J. Heinz Holding Corporation, as guarantor, and Wells Fargo Bank, National Association, as trustee.
4.7	Form of the 1.60% Senior Notes due 2017, the 2.00% Senior Notes due 2018, the 2.80% Senior Notes due 2020, the 3.50% Senior Notes due 2022, the 3.95% Senior Notes due 2025, the 5.00% Senior Notes due 2035 and the 5.20% Senior Notes due 2045 (included in Exhibit 4.6 filed herewith).
4.8	Registration Rights Agreement dated as of July 2, 2015, relating to the 1.60% Senior Notes due 2017, the 2.00% Senior Notes due 2018, the 2.80% Senior Notes due 2020, the 3.50% Senior Notes due 2022, the 3.95% Senior Notes due 2025, the 5.00% Senior Notes due 2035 and the 5.20% Senior Notes due 2045, by and among H. J. Heinz Company, H.J. Heinz Holding Corporation, Barclays Capital Inc., J.P. Morgan Securities LLC, Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, for themselves and on behalf of the other initial purchasers.
4.9	Indenture dated as of July 6, 2015, governing debt securities by and among Kraft Canada Inc., as issuer, The Kraft Heinz Company and Kraft Heinz Foods Company, as guarantors, and Computershare Trust Company of Canada, as trustee.
4.10	First Supplemental Indenture dated as of July 6, 2015, governing the Floating Rate Senior Notes due 2018, by and among Kraft Canada Inc., as issuer, The Kraft Heinz Company and Kraft Heinz Foods Company, as guarantors, and Computershare Trust Company of Canada, as trustee.
4.11	Form of the Floating Rate Senior Notes due 2018 (included in Exhibit 4.10 filed herewith)
4.12	Second Supplemental Indenture dated as of July 6, 2015, governing the Floating Rate Senior Notes due 2020, by and among Kraft Canada Inc., as issuer, The Kraft Heinz Company and Kraft Heinz Foods Company, as guarantors, and Computershare Trust Company of Canada, as trustee.
4.13	Form of the Floating Rate Senior Notes due 2020 (included in Exhibit 4.12 filed herewith)
4.14	Third Supplemental Indenture dated as of July 6, 2015, governing the 2.70% Senior Notes due 2020, by and among Kraft Canada Inc., as issuer, The Kraft Heinz Company and Kraft Heinz Foods Company, as guarantors, and Computershare Trust Company of Canada, as trustee.
4.15	Form of the 2.70% Senior Notes due 2020 (included in Exhibit 4.14 filed herewith).
4.16	Guarantee Agreement dated as of July 6, 2015, by and among The Kraft Heinz Company and Kraft Heinz Foods Company, as guarantors, and Computershare Trust Company of Canada, as trustee.
4.17	Third Supplemental Indenture dated as of July 2, 2015, governing the 2.250% Notes due 2017, 6.125% Notes due 2018, 5.375% Notes due 2020, 3.500% Notes due 2022, 6.875% Notes due 2039, 6.500% Notes due 2040 and 5.000% Notes due 2042, by and among Kraft Foods Group, Inc., as issuer, Kite Merger Sub LLC, H. J. Heinz Company, as successor, H.J. Heinz Holding Corporation, as parent guarantor, and Deutsche Bank Trust Company Americas, as trustee.

4.18	Third Supplemental Indenture dated July 2, 2015, governing the 6.75% Debentures due 2032 and 7.125% Debentures due 2039 by and among H.J. Heinz Holding Corporation, H. J. Heinz Company and The Bank of New York Mellon (as successor trustee to Bank One, National Association).
4.19	Third Supplemental Indenture dated July 2, 2015, governing the 6.375% Debentures due 2028 by and among H.J. Heinz Holding Corporation, H. J. Heinz Company and The Bank of New York Mellon (as successor trustee to Bank One, National Association).
10.1	Credit Agreement dated as of July 6, 2015, by and among Kraft Heinz Foods Company (formerly known as H. J. Heinz Company), The Kraft Heinz Company (formerly known as H.J. Heinz Holding Corporation), the lenders party thereto, JPMorgan Chase Bank, N.A., as Administrative Agent and JPMorgan Europe Limited, as London Agent.

SIGNATURES

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/ Paulo Basilio
Name: Paulo Basilio
Title: Executive Vice President and Chief Financial Officer

Date: July 6, 2015

Exhibit Index

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EXHIBIT 4.1

EXECUTION VERSION

H. J. HEINZ COMPANY,

as Issuer,

H.J. HEINZ HOLDING CORPORATION,

as Guarantor,

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

INDENTURE

Dated as of July 1, 2015

Debt Securities

H. J. HEINZ COMPANY

Reconciliation and tie showing the location in the Indenture dated as of July 1, 2015 of the provisions inserted pursuant to Sections 310 to 318(a), inclusive, of the Trust Indenture Act of 1939, as amended.

Trust Indenture Act Section		Indenture Section
SECTION 310	(a) (1)	609
	(a) (2)	609
	(a) (3)	Not Applicable
	(a) (4)	Not Applicable
	(b)	608, 610 (d)
	(c)	Not Applicable
SECTION 311	(a)	613
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	(c)	Not Applicable
SECTION 312	(a)	701, 702 (a)
	(b)	702 (b)
	(c)	702 (c)
SECTION 313	(a)	703 (a)
	(b)	703 (b)
	(c)	703 (a)
	(d)	703 (b)
SECTION 314	(a)	704 and 1005
	(b)	Not Applicable
	(c)	102
	(c) (1)	102
	(c) (2)	102
	(c) (3)	Not Applicable
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	(d)	601 (c)
	(d) (1)	601 (a) (1)
	(d) (2)	601 (a) (2)
	(d) (3)	601 (c) (3)
	(e)	514
SECTION 316	(a)	101
	(a) (1) (A)	502 and 512
	(a) (1) (B)	513
	(a) (2)	Not Applicable
	(b)	508
	(c)	Not Applicable
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This is an INDENTURE dated as of July 1, 2015 among H. J. Heinz Company, a corporation duly incorporated and existing under the laws of the Commonwealth of Pennsylvania and having its principal office at One PPG Place, Pittsburgh, Pennsylvania 15222 (hereinafter called the "Company"), as the Issuer, H.J. Heinz Holding Corporation, a corporation duly incorporated and existing under the laws of the State of Delaware (hereinafter called "Holdings"), as guarantor, and Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America, as Trustee (hereinafter called the "Trustee").

RECITALS OF THE COMPANY

The Company deems it desirable to issue from time to time for its lawful purposes securities (hereinafter called the "Securities") evidencing its unsecured indebtedness and has duly authorized the execution and delivery of this Indenture to provide for the issuance from time to time of the Securities, unlimited as to principal amount, to have such titles, to bear such rates of interest, to mature at such time or times and to have such other provisions as shall be fixed as hereinafter provided.

All things necessary to make this Indenture a valid agreement of the Company and Holdings, in accordance with its terms, have been done, and the Company proposes to do all things necessary to make the Securities, when executed by the Company and authenticated and delivered by the Trustee hereunder and duly issued by the Company, the valid obligations of the Company as hereinafter provided.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Securities by the Holders thereof, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Securities or series thereof, as follows:

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101. Definitions.

For all purposes of this Indenture and all Securities issued hereunder, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;

(2) all other terms used herein which are defined in the Trust Indenture Act, either directly or by reference therein, have the meanings assigned to them therein to the extent it is specified by the Board Resolution, Officer's Certificate or supplemental indenture pursuant to which any series of Securities are issued that the Trust Indenture Act applies thereto;

(3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles in the United States, and the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles as are generally accepted in the United States at the date or time of such computation; and

(4) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

Certain terms, used principally in Article Three and Article Six, are defined in those Articles.

"Act", when used with respect to any Holder, has the meaning specified in Section 104.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control", when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Authenticating Agent" means any Person authorized to authenticate and deliver Securities on behalf of the Trustee for the Securities of any series pursuant to Section 614.

"Authorized Newspapers" means a newspaper customarily published in an official language of the country of publication or in the English language at least once a day for at least five days in each calendar week and of general circulation in The City of New York and in London and, to the extent the Securities are listed on any stock exchange, in any location required by such stock exchange, if any.

"Bearer Security" means any Security established pursuant to Section 201 which is payable to bearer.

"Board of Directors" means the board of directors of the Company or any duly authorized committee of that board or any director or directors and/or officer or officers of the Company to whom that board or committee shall have duly delegated its authority.

"Board Resolution" means (1) a copy of a resolution of the Company duly adopted by the Board of Directors and in full force and effect on the date of such certification, or (2) a certificate signed by the director or directors or officer or officers to whom the Board of Directors shall have duly delegated its authority, and delivered to the Trustee for the Securities of any series.

"Business Day" means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in The City of New York; provided, however, that, with respect to Securities not denominated in Dollars, the day is also not a day on which commercial banks are authorized or required by law, regulation or executive order to close in the Principal Financial Center of the country issuing the Foreign Currency or currency unit or, if the Foreign Currency or currency unit is Euro or Pounds Sterling, the day is also a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System is open; provided, further, that, with respect to LIBOR Securities, the day is also a London Business Day.

"Capital Stock" of any Person means shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) the equity of such Person, including any preferred stock, but excluding any debt securities convertible into such equity.

"Clearstream" means Clearstream Banking societe anonyme, Luxembourg.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

"Commission" means the Securities and Exchange Commission, as from time to time constituted, created under the Securities Exchange Act of 1934, as amended, or any successor thereto.

"Company" means the Person named as the "Company" in the first paragraph of this instrument until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Company" shall mean such successor Person.

"Company Request" and "Company Order" mean, respectively, a written request or order signed in the name of the Company by (1) a Chairman of the Board, a Vice Chairman of the Board, a President, the Chief Executive Officer, the Chief Financial Officer, a Vice President, the Treasurer, an Assistant Treasurer, the Controller, an Assistant Controller, the Secretary or an Assistant Secretary of the Company, or (2) by any Person designated in a Company Order previously delivered to the Trustee for Securities of any series by any of the foregoing officers and delivered to the Trustee for Securities of any series.

"Component Currency" has the meaning specified in Section 311(e).

"Consolidated Capitalization" means the total assets appearing on the most recent available consolidated balance sheet of Holdings, less the following:

(a) current liabilities reflected on such consolidated balance sheet, including liabilities for indebtedness maturing more than 12 months from the date of the original creation thereof, but maturing within 12 months from the date of such consolidated balance sheet; and

(b) deferred income tax liabilities appearing on such consolidated balance sheet.

"Consolidated Net Tangible Assets" means the excess of all assets over current liabilities appearing on the most recent available consolidated balance sheet of Holdings, less goodwill and other intangible assets and the minority interests of others in Subsidiaries.

"Conversion Event" means the unavailability of any Foreign Currency or currency unit due to the imposition of exchange controls or other circumstances beyond the Company's control.

"Corporate Trust Office" means the office of the Trustee for Securities of any series at which at any particular time its corporate trust business shall be principally administered, which office of Wells Fargo Bank, National Association, at the date of the execution of this Indenture, is located at Wells Fargo Bank, National Association, 150 East 42nd Street, 40th Floor, New York, NY 10017, Attention: Corporate Trust Services – Administrator for HJ Heinz Company, or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Company).

"corporation" includes corporations, limited liability companies, companies and business trusts.

"coupon" means any interest coupon appertaining to a Bearer Security.

"Currency Determination Agent", with respect to Securities of any series, means, unless otherwise specified in the Securities of any series, a New York Clearing House bank designated pursuant to Section 301 or Section 312.

"Defaulted Interest" has the meaning specified in Section 307.

"Depositary" means, with respect to the Securities of any series issuable or issued in the form of a Global Security, the Person designated as Depositary by the Company pursuant to Section 301 until a successor Depositary shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Depositary" shall mean or include each Person who is then a Depositary hereunder, and if at any time there is more than one such Person, "Depositary" as used with respect to the Securities of any such series shall mean the Depositary with respect to the Securities of that series.

"Dollars" and the sign "$" mean the currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

"Election Date" has the meaning specified in Section 311(e).

"Euro" means the single currency of the participating member states of the European Union as defined under EC Regulation 1103/97 adopted under Article 235 of the Treaty on European Union and under EC Regulation 974/98 adopted under Article 1091(4) of the Treaty on European Union or any successor European legislation from time to time.

"Euroclear" means Euroclear Bank S.A./N.A., as operator of the Euroclear System.

"Event of Default" has the meaning specified in Section 501.

"Exchange Date" has the meaning specified in Section 304.

"Foreign Currency" means a currency issued and actively maintained as a country's recognized unit of domestic exchange by the government of any country other than the United States, and such term shall include the Euro.

"Global Exchange Agent" has the meaning specified in Section 304.

"Global Securities" means Securities in global form.

"Government Obligations" means securities which are (i) direct obligations of the government which issued the currency in which the Securities of a particular series are payable (except as provided in Section 311(b) and 311(d) in which case with respect to Securities for which an election has occurred pursuant to Section 311(b), or a Conversion Event has occurred as provided in Section 311(d), such obligations shall be issued in the currency or currency unit in which such Securities are payable as a result of such election or Conversion Event) or (ii) obligations of a Person controlled or supervised by or acting as an agency or instrumentality of the government which issued the currency in which the Securities of such series are payable (except as provided in Section 311(b) and 311(d), in which case with respect to Securities for which an election has occurred pursuant to Section 311(b), or a Conversion Event has occurred as provided in Section 311(d), such obligations shall be issued in the currency or currency unit in which such Securities are payable as a result of such election or Conversion Event), the payment of which is unconditionally guaranteed by such government, which, in either case, are full faith and credit obligations of such government payable in such currency and are not callable or redeemable at the option of the issuer thereof.

"Guarantee" means the guarantee by any Guarantor of the Company's obligations under this Indenture and the Securities.

"Guarantor" means Holdings and any other Person that becomes a Guarantor in accordance with the terms of this Indenture.

"Holder", when used with respect to any Security, means in the case of a Registered Security the Person in whose name a Security is registered in the Security Register, and in the case of a Bearer Security the bearer thereof and, when used with respect to any coupon, means any bearer thereof.

"Holdings" means the Person named as "Holdings" in the first paragraph of this instrument until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Holdings" shall mean such successor Person.

"Indenture" means this instrument as it may from time to time be supplemented, amended or otherwise modified and shall include the terms of a particular series of Securities established as contemplated by Section 301.

"Indexed Security" means any Security as to which the amount of payments of principal, premium, if any, and/or interest, if any, due thereon is determined with reference to the rate of exchange between the currency or currency unit in which the Security is denominated and any other specified currency or currency unit, to the relationship between two or more currencies or currency units, to the price of one or more specified securities or commodities, to one or more securities or commodities exchange indices or other indices or by other similar methods or formulas, all as specified in accordance with Section 301.

"interest", when used with respect to any Security which by its terms bears interest only after Maturity, means interest payable after Maturity.

"Interest Payment Date", when used with respect to any Security, means the Stated Maturity of an installment of interest on such Security.

"Issue Date" means the date on which the Securities of a particular series are originally issued under this Indenture.

"Judgment Date" has the meaning specified in Section 516.

"LIBOR" means, with respect to any LIBOR Security, the rate specified as LIBOR for such series of Securities in accordance with Section 301.

"LIBOR Currency" means the currency specified pursuant to Section 301 as to which LIBOR will be calculated or, if no currency is specified pursuant to Section 301, Dollars.

"LIBOR Security" means any Security which bears interest at a floating rate calculated with reference to LIBOR.

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

"London Business Day" means, with respect to any LIBOR Security, a day on which commercial banks are open for business, including dealings in the LIBOR Currency, in London.

"Market Exchange Rate" with respect to any Foreign Currency or currency unit on any date means, unless otherwise specified in accordance with Section 301, the noon buying rate in The City of New York for cable transfers in such Foreign Currency or currency unit as certified for customs purposes by the Federal Reserve Bank of New York for such Foreign Currency or currency unit.

"Maturity", when used with respect to any Security, means the date on which the principal (or, if the context so requires, in the case of an OID Security, a lesser amount or, in the case of an Indexed Security, an amount determined in accordance with the specified terms of that Security) of that Security becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, call for redemption, request for redemption, repayment at the option of the holder, pursuant to any sinking fund or otherwise.

"Notice of Default" has the meaning specified in Section 501(3).

"Officer's Certificate" means a certificate signed by any Chairman of the Board, Vice Chairman of the Board, Chief Executive Officer, Chief Financial Officer, President or Vice President (any reference to a Vice President of the Company herein shall be deemed to include any Vice President of the Company whether or not designated by a number or a word or words added before or after the title "Vice President"), the Treasurer, an Assistant Treasurer, the Controller, an Assistant Controller, the Secretary or an Assistant Secretary of the Company, and delivered to the Trustee for the Securities of any series.

"OID Security" means a Security which provides for an amount (excluding any amounts attributable to accrued but unpaid interest thereon) less than the principal amount thereof to be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 502.

"Opinion of Counsel" means a written opinion of counsel, who may be an employee of or counsel to the Company.

"Outstanding", when used with respect to Securities, means, as of the date of determination, all Securities theretofore authenticated and delivered under this Indenture, except:

(1) Securities theretofore canceled by the Trustee for such Securities or delivered to such Trustee for cancellation;

(2) Securities or portions thereof for whose payment or redemption money in the necessary amount and in the required currency or currency unit has been theretofore deposited with the Trustee for such Securities or any Paying Agent (other than the Company or any other obligor upon the Securities) in trust or set aside and segregated in trust by the Company or any other obligor upon the Securities (if the Company or any other obligor upon the Securities shall act as its own Paying Agent) for the Holders of such Securities; provided, however, that, if such Securities or portions thereof are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture, or provision therefor satisfactory to such Trustee has been made; and

(3) Securities which have been paid pursuant to Section 306 or in exchange for or in lieu of which other Securities have been authenticated and delivered pursuant to this Indenture, other than any such Securities in respect of which there shall have been presented proof satisfactory to the Trustee for such Securities that any such Securities are held by bona fide holders in due course;

provided, however, that in determining whether the Holders of the requisite principal amount of Outstanding Securities have given any request, demand, authorization, direction, notice, consent or waiver hereunder, (a) Securities owned by the Company or any other obligor upon the Securities or any Affiliate of the Company or such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee for such Securities shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Securities which a Responsible Officer of such Trustee actually knows to be so owned shall be so disregarded; Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of such Trustee the pledgee's right so to act with respect to such Securities and that the pledgee is not the Company or any other obligor upon the Securities or any Affiliate of the Company or of such other obligor; (b) the principal amount of an OID Security that shall be deemed to be Outstanding for such purposes shall be the amount of the principal thereof that would be due and payable as of the date of such determination upon a declaration of acceleration pursuant to Section 502; and (c) the principal amount of a Security denominated in a Foreign Currency or currency unit that shall be deemed to be outstanding for such purposes shall be determined in accordance with Section 115.

"Paying Agent" means the Trustee or any other Person authorized by the Company to pay the principal of, and premium, if any, and interest, if any, on any Securities of any series on behalf of the Company.

"Person" means any individual, firm, corporation, partnership, association, joint venture, tribunal, trust, government or political subdivision or agency or instrumentality thereof, or any other entity or organization.

"Place of Payment", when used with respect to the Securities of any particular series, means the place or places where the principal of, premium, if any, and interest, if any, on the Securities of that series are payable, as contemplated by Section 301.

"Predecessor Security" of any particular Security means every previous Security evidencing all or a portion of the same debt as that evidenced by that particular Security, and, for the purposes of this definition, any Security authenticated and delivered under Section 306 in lieu of a mutilated, destroyed, lost or stolen Security or a Security to which a mutilated, destroyed, lost or stolen coupon appertains shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Security or the Security to which the mutilated, destroyed, lost or stolen coupon appertains, as the case may be.

"Principal Facility" has the meaning specified in Section 1007.

"Principal Financial Center" means, unless otherwise specified in accordance with Section 301:

(1) the capital city of the country issuing the Foreign Currency or currency unit, except that with respect to Dollars, Australian dollars, Canadian dollars, South African rand and Swiss francs, the "Principal Financial Center" will be The City of New York, Sydney and Melbourne, Toronto, Johannesburg and Zurich, respectively; or

(2) the capital city of the country to which the LIBOR Currency relates, except that with respect to Dollars, Canadian dollars, South African rand and Swiss francs, the "Principal Financial Center" will be The City of New York, Toronto, Johannesburg and Zurich, respectively.

"Redemption Date", when used with respect to any Security to be redeemed in whole or in part, means the date fixed for such redemption by or pursuant to this Indenture.

"Redemption Price", when used with respect to any Security to be redeemed, means, unless otherwise specified in such Security, an amount, in the currency or currency unit in which such Security is denominated or which is otherwise provided for pursuant hereto, equal to the principal amount thereof and premium, if any, thereon, together with accrued interest, if any, to the Redemption Date.

"Registered Security" means any Security established pursuant to Section 201 which is registered in the Security Register.

"Regular Record Date" for the interest payable on any Interest Payment Date on the Registered Securities of any series, means the date, if any, specified for that purpose as contemplated by Section 301.

"Responsible Officer", when used with respect to the Trustee for any series of Securities, means any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, any trust officer or assistant trust officer, or any other officer of the Trustee who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject and, in each case, who shall have direct responsibility for the administration of this Indenture.

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

"Securities" has the meaning specified in the first paragraph of this Indenture.

"Security Register" and "Security Registrar" have the respective meanings specified in Section 305.

A "series" of Securities means all Securities denoted as part of the same series authorized by or pursuant to a particular Board Resolution, an Officer's Certificate or a supplemental indenture.

"Special Record Date" for the payment of any Defaulted Interest on the Registered Securities of any series means a date fixed by the Trustee for such series pursuant to Section 307.

"Stated Maturity", when used with respect to any Security or any installment of principal thereof or interest thereon, means the date specified in such Security or a coupon representing such installment of interest as the fixed date on which the principal of such Security or such installment of principal or interest is due and payable.

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

"Substitute Date" has the meaning specified in Section 516.

"Trust Indenture Act" means the Trust Indenture Act of 1939, as amended, as in force at the date as of which this Indenture was executed; provided, however, that in the event the Trust Indenture Act is amended after such date, "Trust Indenture Act" means, to the extent required by any such amendment, the Trust Indenture Act of 1939 as so amended.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this instrument and, subject to the provisions of Article Six hereof, shall also include its successors and assigns as Trustee hereunder. If there shall be at one time more than one Trustee hereunder, "Trustee" shall mean each such Trustee and shall apply to each such Trustee only with respect to those series of Securities with respect to which it is serving as Trustee.

"United States" means, unless otherwise specified with respect to Securities of any series, the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction (including the Commonwealth of Puerto Rico).

"Yield to Maturity", when used with respect to any OID Security, means the yield to maturity, if any, set forth on the face thereof.

SECTION 102. Compliance Certificates and Opinions.

Upon any application or request by the Company to the Trustee for any series of Securities to take any action under any provision of this Indenture, the Company shall furnish to such Trustee an Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with, and an Opinion of Counsel stating that in the opinion of such counsel such action is authorized or permitted by this Indenture and that all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Every certificate (other than certificates provided pursuant to Section 1005) or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(1) a statement that the individual signing such certificate or opinion has read such condition or covenant and the definitions herein relating thereto;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and

(4) a statement as to whether, in the opinion of such individual, such condition or covenant has been complied with.

SECTION 103. Form of Documents Delivered to Trustee.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Company or Holdings, as applicable, may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to matters upon which his certificate or opinion is based are erroneous.

Any such certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Company or Holdings, as applicable, stating that the information with respect to such factual matters is in the possession of the Company or Holdings, as applicable, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

SECTION 104. Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by one or more agents duly appointed in writing. If Securities of a series are issuable as Bearer Securities, any request, demand, authorization, direction, notice, consent, waiver or other

action provided by this Indenture to be given by Holders of such series may, alternatively, be embodied in and evidenced by the record of Holders of Securities of such series voting in favor thereof, either in person or by proxies duly appointed in writing, at any meeting of Holders of Securities of such series duly called and held in accordance with the provisions of Article Thirteen, or a combination of such instruments and any such record. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments or record or both are delivered to the Trustee for the appropriate series of Securities and, where it is hereby expressly required, to the Company and Holdings. Such instrument or instruments and any such record (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments or so voting at any such meeting. Proof of execution of any such instrument or of a writing appointing any such agent, or of the holding by any Person of a Security, shall be sufficient for any purpose of this Indenture and (subject to Section 601) conclusive in favor of the Trustee for the appropriate series of Securities and the Company and Holdings and any agent of such Trustee, the Company or Holdings, if made in the manner provided in this Section. The record of any meeting of Holders of Securities shall be proved in the manner provided in Section 1306.

The Company may at its discretion set a record date for purposes of determining the identity of Holders of Registered Securities entitled to vote or consent to any action by vote or consent authorized or permitted under this Indenture, but the Company shall have no obligation to do so. If not set by the Company prior to the first solicitation of Holders of Registered Securities of a particular series made by any Person in respect of any such action or, in the case of any such vote, prior to such vote, the record date for any such action or vote shall be the date that is 30 days prior to the first solicitation of such vote or consent. Upon the fixing of such a record date, those Persons who were Holders of Registered Securities at such record date (or their duly designated proxies), and only those Persons, shall be entitled with respect to such Registered Securities to take such action by vote or consent or to revoke any vote or consent previously given, whether or not such Persons continue to be Holders after such record date.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or association or a member of a partnership, or an official of a public or governmental body, on behalf of such corporation, association, partnership or public or governmental body or by a fiduciary, such certificate or affidavit shall also constitute sufficient proof of his authority.

(c) The fact and date of the execution by any Person of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee for the appropriate series of Securities deems sufficient.

(d) The principal amount and serial numbers of Registered Securities held by any Person, and the date of holding the same, shall be proved by the Security Register.

(e) The principal amount and serial numbers of Bearer Securities held by any Person, and the date of holding the same, may be proved by the production of such Bearer Securities or by a certificate executed, as depositary, by any trust company, bank, banker or other depositary, wherever situated, if such certificate shall be deemed by the Trustee for such Securities to be satisfactory, showing that at the date therein mentioned such Person had on deposit with such depositary, or exhibited to it, the Bearer Securities therein described; or such facts may be proved by the certificate or affidavit of the Person holding such Bearer Securities, if such certificate or affidavit is deemed by such Trustee to be satisfactory. The Trustee for such Securities and the Company may assume that such ownership of any Bearer Security continues until (1) another certificate or affidavit bearing a later date issued in respect of the same Bearer Security is produced, (2) such Bearer Security is produced to such Trustee by some other Person, (3) such Bearer Security is surrendered in exchange for a Registered Security, or (4) such Bearer Security is no longer Outstanding. The principal amount and serial numbers of Bearer Securities held by any Person, and the date of holding the same, may also be proved in any other manner which the Company and the Trustee for such Securities deem sufficient.

(f) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee for such Securities, the Security Registrar, any Paying Agent or the Company in reliance thereon, whether or not notation of such action is made upon such Security.

SECTION 105. Notices, Etc., to Trustee, the Company and Holdings.

Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other documents provided or permitted by this Indenture to be made upon, given or furnished to, or filed with,

(1) the Trustee for a series of Securities by any Holder or by the Company or Holdings shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing, to or with such Trustee at its Corporate Trust Office, Attention: Corporate Trust Services – Administrator for HJ Heinz Company, or if sent by facsimile transmission or email in PDF format, to a facsimile number or email address, as the case may be, provided by the Trustee, with a copy sent, first class postage prepaid, to the Trustee addressed to it as provided above, or

(2) the Company or Holdings by such Trustee or by any Holder shall be sufficient for every purpose hereunder (except as provided in paragraphs (3), (4) and (5) of Section 501) if furnished in writing and sent, first class postage prepaid, addressed to the Company or Holdings at the address of the Company's principal office specified in the first paragraph of this instrument or at any other address previously furnished in writing to such Trustee by the Company or Holdings, as applicable, or if sent by facsimile transmission or email in PDF format, to a facsimile number or email address, as the case may be, provided to the Trustee by the Company or Holdings, as applicable, with a copy sent, first class postage prepaid, to the Company or Holdings, as applicable, addressed to it as provided above.

SECTION 106. Notice to Holders; Waiver.

Except as otherwise expressly provided herein or in a supplemental indenture, where this Indenture provides for notice to Holders of any event, (1) such notice shall be sufficiently given (unless otherwise herein expressly provided) to Holders of Registered Securities if in writing and sent, first class postage prepaid, or by email in PDF format to each Holder affected by such event, at his physical address or email address as it appears in the Security Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice; and (2) such notice shall be sufficiently given (unless otherwise herein expressly provided) to Holders of Bearer Securities who have filed their names and addresses with the Trustee for such purpose within the previous two years if in writing and sent, first class postage prepaid, or by email to each such Holder at his physical address or email address as so filed not later than the latest date and not earlier than the earliest date prescribed for the giving of such notice, or to all other Holders of Bearer Securities if published in an Authorized Newspaper on a Business Day at least twice, the first such publication to be not earlier than the earliest date, and the second such publication to be not later than the latest date, prescribed herein for the giving of such notice.

In any case where notice to Holders of Registered Securities is given by mail, neither the failure to send such notice, nor any defect in any notice so mailed, to any particular Holder of a Registered Security shall affect the sufficiency of such notice with respect to other Holders of Registered Securities or the sufficiency of any notice to Holders of Bearer Securities given as provided herein. Any notice sent in the manner prescribed by this Indenture shall be deemed to have been given whether or not received by any particular Holder. In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice to Holders of Registered Securities by mail, then such notification as shall be made with the approval of the Trustee for such Securities shall constitute sufficient notice to such Holders.

In case by reason of the suspension of publication of any Authorized Newspaper or Authorized Newspapers or by reason of any other cause it shall be impracticable to publish any notice to Holders of Bearer Securities as provided above, then such notification to Holders of Bearer Securities as shall be made with the approval of the Trustee for such Securities shall constitute sufficient notice to such Holders for every purpose hereunder. Neither the failure to give notice by publication to Holders of Bearer Securities as provided above, nor any defect in any notice so published, shall affect the sufficiency of any notice to Holders of Registered Securities given as provided herein.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee for such Securities, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 107. Conflict with Trust Indenture Act.

If any provision hereof limits, qualifies or conflicts with the duties imposed by any of Sections 310 through 317, inclusive, of the Trust Indenture Act through the operation of Section 318(c) thereof, such imposed duties shall control. Notwithstanding the foregoing, this Section 107 shall not apply to any series of Securities unless it is specified in the Board Resolution, Officer's Certificate or supplemental indenture pursuant to which any series of Securities are issued that the Trust Indenture Act shall apply to such series of Securities.

SECTION 108. Effect of Headings and Table of Contents.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 109. Successors and Assigns.

All covenants and agreements in this Indenture by the Company and Holdings shall bind their successors and assigns, whether so expressed or not.

SECTION 110. Separability Clause.

If any provision in this Indenture or in the Securities or coupons shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 111. Benefits of Indenture.

Nothing in this Indenture or in the Securities or in any coupons appertaining thereto, expressed or implied, shall give to any Person, other than the parties hereto, any Paying Agent, any Security Registrar and their respective successors hereunder and the Holders of Securities or coupons, any benefit or any legal or equitable right, remedy or claim under this Indenture or in respect of the Securities.

SECTION 112. Governing Law, Waiver of Jury Trial.

This Indenture and the Securities shall be governed by and construed in accordance with the laws of the State of New York.

EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE SECURITIES OR THE TRANSACTION CONTEMPLATED HEREBY.

SECTION 113. Non-Business Day.

Unless otherwise stated with respect to Securities of any series, in any case where any Interest Payment Date, Redemption Date or Stated Maturity of a Security of any particular series shall not be a Business Day at any Place of Payment with respect to Securities of that series, then (notwithstanding any other provision of this Indenture or of the Securities or

coupons) payment of principal, and premium, if any, and interest, if any, with respect to such Security need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on the Interest Payment Date or Redemption Date, or at the Stated Maturity; provided that no interest shall accrue with respect to such payment for the period from and after such Interest Payment Date, Redemption Date or Stated Maturity, as the case may be.

SECTION 114. Immunity of Incorporators, Stockholders, Officers, Directors and Employees.

No recourse shall be had for the payment of principal of, or premium, if any, or interest, if any, on any Security or coupon of any series, or for any claim based thereon, or upon any obligation, covenant or agreement of this Indenture, against any incorporator, stockholder, officer, director or employee, as such, past, present or future, of the Company or Holdings or of any successor corporation, either directly or indirectly through the Company or Holdings or any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment of penalty or otherwise; it being expressly agreed and understood that this Indenture and all the Securities and coupons of each series are solely corporate obligations, and that no personal liability whatever shall attach to, or is incurred by, any incorporator, stockholder, officer, director or employee, past, present or future, of the Company or Holdings or of any successor corporation, either directly or indirectly through the Company or Holdings or any successor corporation, because of the incurring of the indebtedness hereby authorized or under or by reason of any of the obligations, covenants or agreements contained in this Indenture or in any of the Securities or coupons of any series, or to be implied herefrom or therefrom; and that all such personal liability is hereby expressly released and waived as a condition of, and as part of the consideration for, the execution of this Indenture and the issuance of the Securities and coupons of each series.

SECTION 115. Certain Matters Relating to Currencies.

Subject to Section 311, each reference to any currency or currency unit in any Security, or in the Board Resolution, Officer's Certificate or supplemental indenture relating thereto, shall mean only the referenced currency or currency unit and no other currency or currency unit. The Trustee shall segregate moneys, funds and accounts held by the Trustee in one currency or currency unit from any moneys, funds or accounts held in any other currencies or currency units, notwithstanding any provision herein which would otherwise permit the Trustee to commingle such amounts.

SECTION 116. Language of Notices, Etc.

Any request, demand, authorization, direction, notice, consent or waiver required or permitted under this Indenture shall be in the English language, and any published notice may also be in an official language of the country of publication.

SECTION 117. Force Majeure.

The Trustee, Security Registrar and Paying Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Trustee, Security Registrar or Paying Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

SECTION 118. U.S.A. Patriot Act.

The parties hereto acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) requires all financial institutions to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to Wells Fargo Bank, National Association such information as it may request, from time to time, in order for Wells Fargo Bank, National Association to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

SECTION 119. Consent to Jurisdiction.

The Company and any Guarantor agree that any suit, action or proceeding against the Company or any Guarantor brought by any Holder or the Trustee arising out of or based upon this Indenture or the Notes may be instituted in any state or Federal court in the Borough of Manhattan, New York, New York, and any appellate court from any thereof, and each of them irrevocably submits to the non-exclusive jurisdiction of such courts in any suit, action or proceeding. The Company and any Guarantor irrevocably waive, to the fullest extent permitted by law, any objection to any suit, action, or proceeding that may be brought in connection with this Indenture or the Securities, including such actions, suits or proceedings relating to securities laws of the United States of America or any state thereof, in such courts whether on the grounds of venue, residence or domicile or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum. The Company and any Guarantor agree that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Company or a Guarantor, as the case may be, and may be enforced in any court to the jurisdiction of which the Company or a Guarantor, as the case may be, are subject by a suit upon such judgment.

SECTION 120. Execution in Counterparts.

This Indenture may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

ARTICLE TWO

SECURITY FORMS

SECTION 201. Forms of Securities.

The Registered Securities, if any, of each series and the Bearer Securities, if any, of each series and related coupons shall be in such form or forms (including global form) as shall be established by or pursuant to a Board Resolution, Officer's Certificate or supplemental indenture, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture or any indenture supplemental hereto and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with any law, with any rule or regulation made pursuant thereto, with any rules of any securities exchange, automated quotation system or clearing agency or to conform to usage, as may, consistently herewith, be determined by the officers executing such Securities or coupons, as evidenced by their execution of such Securities or coupons. If temporary Securities of any series are issued in global form as permitted by Section 304, the form thereof shall be established as provided in the preceding sentence.

Unless otherwise specified as contemplated by Section 301, Bearer Securities shall have interest coupons attached.

Prior to the delivery of a Security of any series in any such form to the Trustee for the Securities of such series for authentication, the Company shall deliver to such Trustee the following:

(a) An Officer's Certificate and an Opinion of Counsel stating that all conditions precedent provided for in this Indenture relating to the authentication and delivery of Securities in such form have been complied with; and

(b) The Trustee shall have the right to decline to authenticate and deliver any Securities under this Section 201 if the Trustee, being advised by counsel, determines that such action may not lawfully be taken or if the Trustee in good faith shall determine that such action would expose the Trustee to personal liability to existing Holders.

SECTION 202. Form of Trustee's Certificate of Authentication.

The Certificate of Authentication on all Securities shall be in substantially the following form: "This is one of the Securities of the series designated therein described in the within-mentioned Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____

Authorized Signatory"

SECTION 203. Securities in Global Form.

If any Security of a series is issuable in global form, such Security may provide that it shall represent the aggregate amount of Outstanding Securities from time to time endorsed thereon and may also provide that the aggregate amount of Outstanding Securities represented thereby may from time to time be reduced to reflect exchanges. Any endorsement of a Security in global form to reflect the amount, or any increase or decrease in the amount, of Outstanding Securities represented thereby shall be made by the Trustee and in such manner as shall be specified in such Security. Any instructions by the Company with respect to a Security in global form, after its initial issuance, shall be in writing but need not comply with Section 102. Global Securities may be issued in either registered or bearer form and in either temporary or permanent form.

ARTICLE THREE

THE SECURITIES

SECTION 301. Title; Payment and Terms.

The aggregate principal amount of Securities which may be authenticated and delivered and Outstanding under this Indenture is unlimited. The Securities may be issued up to the aggregate principal amount of Securities from time to time authorized by or pursuant to a Board Resolution or an Officer's Certificate.

The Securities may be issued in one or more series, each of which shall be issued pursuant to a Board Resolution, an Officer's Certificate or pursuant to a supplemental indenture hereto. There shall be established in one or more Board Resolutions or pursuant to one or more Board Resolutions, in one or more Officer's Certificates or pursuant to one or more Officer's Certificates or in one or more supplemental indentures or pursuant to one or more supplemental indentures and, subject to Section 303, set forth in, or determined in the manner provided in an Officer's Certificate of the Company, prior to the issuance of Securities of any series all or any of the following, as applicable (each of which, if so provided, may be determined from time to time by the Company with respect to unissued Securities of that series and set forth in the Securities of that series when issued from time to time):

(1) the title of the Securities of that series (which shall distinguish the Securities of that series from all other series of Securities);

(2) any limit upon the aggregate principal amount of the Securities of that series which may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of that series pursuant to Sections 304, 305, 306, 906 or 1107);

(3) whether Securities of that series are to be issuable as Registered Securities, Bearer Securities or both and any restrictions on the exchange of one form of Securities for another and on the offer, sale and delivery of the Securities in either form;

(4) the date or dates (or manner of determining the same) on which the principal of the Securities of that series is payable (which, if so provided in such Board Resolution, Officer's Certificate or supplemental indenture, may be determined by the Company from time to time and set forth in the Securities of the series issued from time to time);

(5) the rate or rates (or the manner of calculation thereof) at which the Securities of that series shall bear interest (if any), the date or dates from which such interest shall accrue, the Interest Payment Dates on which such interest shall be payable (or manner of determining the same) and the Regular Record Date for the interest payable on any Registered Securities on any Interest Payment Date and the extent to which, or the manner in which, any interest payable on a temporary Global Security on an Interest Payment Date will be paid if other than in the manner provided in Section 307;

(6) the place or places where, subject to the provisions of Section 1002, the principal of, and premium, if any, and interest, if any, on Securities of that series shall be payable, any Registered Securities of that series may be surrendered for registration of transfer, any Securities of that series may be surrendered for exchange, and notices and demands to or upon the Company in respect of the Securities of that series and this Indenture may be served;

(7) the period or periods within which (or manner of determining the same), the price or prices at which (or manner of determining the same), the currency or currency unit in which, and the terms and conditions upon which Securities of that series may be redeemed, in whole or in part, at the option of the Company, and any remarketing arrangements with respect to the Securities of that series;

(8) the obligation, if any, of the Company to redeem, repay or purchase Securities of that series pursuant to any sinking fund or analogous provisions or at the option of a Holder thereof, and the period or periods within which (or manner of determining the same), the price or prices at which (or manner of determining the same), the currency or currency unit in which, and the terms and conditions upon which, Securities of that series shall be redeemed or purchased, in whole or in part, pursuant to such obligation;

(9) if the currency in which the Securities of that series shall be issuable is Dollars, the denominations in which any Registered Securities of that series shall be issuable, if other than denominations of $1,000 and any integral multiple thereof, and the denominations in which any Bearer Securities of that series shall be issuable, if other than the denomination of $5,000;

(10) if other than the principal amount thereof, the portion of the principal amount of Securities of that series which shall be payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 502;

(11) any Events of Default and covenants of the Company with respect to the Securities of that series, whether or not such Events of Default or covenants are consistent with the Events of Default or covenants set forth herein;

(12) if a Person other than Wells Fargo Bank, National Association is to act as Trustee for the Securities of that series, the name and location of the Corporate Trust Office of such Trustee;

(13) if other than Dollars, the currency or currency unit in which payment of the principal of, and premium, if any, and interest, if any, on the Securities of that series shall be made or in which the Securities of that series shall be denominated and the particular provisions applicable thereto in accordance with, in addition to or in lieu of the provisions of Section 311;

(14) if the principal of, and premium, if any, and interest, if any, on the Securities of that series are to be payable, at the election of the Company or a Holder thereof, in a currency or currency unit other than that in which such Securities are denominated or stated to be payable, in accordance with provisions in addition to or in lieu of, or in accordance with, the provisions of Section 311, the period or periods within which (including the Election Date), and the terms and conditions upon which, such election may be made, and the time and manner of determining the exchange rate between the currency or currency unit in which such Securities are denominated or stated to be payable and the currency or currency unit in which such Securities are to be so payable;

(15) the designation of the original Currency Determination Agent, if any;

(16) if the Securities of such series are issuable as Indexed Securities, the manner in which the amount of payments of principal of, and premium, if any, and interest, if any, on that series shall be determined;

(17) if the Securities of that series do not bear interest, the applicable dates for purposes of Section 701;

(18) if other than as set forth in Article Four, provisions for the satisfaction and discharge of this Indenture with respect to the Securities of that series;

(19) the date as of which any Bearer Securities of that series and any Global Security representing Outstanding Securities of that series shall be dated if other than the date of original issuance of the first Security of that series to be issued;

(20) the application, if any, of Sections 1010 and 1108 to the Securities of that series;

(21) whether the Securities of the series shall be issued in whole or in part in the form of a Global Security or Securities and, in such case, the Depositary and Global Exchange Agent, if any, for such Global Security or Securities, whether such global form shall be permanent or temporary and, if applicable, the Exchange Date;

(22) if Securities of the series are to be issuable initially in the form of a temporary Global Security, the circumstances under which the temporary Global Security can be exchanged for definitive Securities and whether the definitive Securities will be Registered Securities and/or Bearer Securities and will be in global form and whether

interest in respect of any portion of such Global Security payable in respect of an Interest Payment Date prior to the Exchange Date shall be paid to any clearing organization with respect to a portion of such Global Security held for its account and, in such event, the terms and conditions (including any certification requirements) upon which any such interest payment received by a clearing organization will be credited to the Persons entitled to interest payable on such Interest Payment Date if other than as provided in this Article Three;

(23) whether the Securities of the series will be convertible or exchangeable into other securities of the Company or another Person, and if so, the terms and conditions upon which such Securities will be so convertible or exchangeable, including the conversion price or exchange rate and the conversion or exchange period, and any additions or changes to the Indenture with respect to the Securities of such series to permit or facilitate such conversion or exchange;

(24) the form of the Securities of the series;

(25) whether the Securities shall be issued with Guarantees and, if so, the terms, if any, of any Guarantee of the payment of principal and interest, if any, with respect to Securities of the Series and any corresponding changes to the provisions of this Indenture as then in effect; and

(26) any other terms of that series (which terms shall not be inconsistent with the provisions of this Indenture).

All Securities of any particular series and the coupons appertaining to any Bearer Securities of such series shall be substantially identical except as to denomination, rate of interest, Stated Maturity and the date from which interest, if any, shall accrue, and except as may otherwise be provided in or pursuant to such Board Resolution, Officer's Certificate or supplemental indenture relating thereto. The terms of such Securities, as set forth above, may be determined by the Company from time to time if so provided in or established pursuant to the authority granted in a Board Resolution or Officer's Certificate. All Securities of any one series need not be issued at the same time, and unless otherwise provided, a series may be reopened for issuance of additional Securities of such series.

SECTION 302. Denominations and Currencies.

Unless otherwise provided with respect to any series of Securities as contemplated by Section 301, any Registered Securities of a series shall be issuable in denominations of $1,000 and any integral multiple thereof, and any Bearer Securities of a series shall be issuable in the denomination of $5,000, or the equivalent amounts thereof in the case of Registered Securities and Bearer Securities denominated in a Foreign Currency or currency unit.

SECTION 303. Execution, Authentication, Delivery and Dating.

The Securities and any related coupons shall be executed on behalf of the Company by its Chairman of the Board, a Vice Chairman of the Board, Chief Executive Officer, Chief Financial Officer, a President or a Vice President, the Treasurer, an Assistant Treasurer, the Controller, an Assistant Controller, the Secretary or an Assistant Secretary. The signature of any of these officers on the Securities may be manual or facsimile.

Securities and coupons bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of such Securities.

At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Securities of any series together with any coupons appertaining thereto, executed by the Company to the Trustee for the Securities of such series for authentication, together with a Company Order for the authentication and delivery of such Securities, and such Trustee, in accordance with the Company Order, shall authenticate and deliver such Securities; provided, however, that, during the "restricted period" (as defined in Section 1.163-5(c)(2)(i)(D)(7) of the United States Treasury Regulations), no Bearer Security shall be mailed or otherwise delivered to any location in the United States; and provided, further, that a Bearer Security may be delivered outside the United States in connection with its original issuance only if the Person entitled to receive such Bearer Security shall have furnished to the Trustee for the Securities of such series a certificate substantially in the form set forth in Exhibit A to this Indenture. If any Security shall be represented by a permanent Global Security, then, for purposes of this Section and Section 304, the notation of a beneficial owner's interest therein upon original issuance of such Security or upon exchange of a portion of a temporary Global Security shall be deemed to be delivery in connection with the original issuance of such beneficial owner's interest in such permanent Global Security. Except as permitted by Section 306 or 307, the Trustee for the Securities of a series shall not authenticate and deliver any Bearer Security unless all appurtenant coupons for interest then matured other than matured coupons in default have been detached and canceled. If all the Securities of any one series are not to be issued at one time and if a Board Resolution, Officer's Certificate or supplemental indenture relating to such Securities shall so permit, such Company Order may set forth procedures acceptable to the Trustee for the issuance of such Securities, including, without limitation, procedures with respect to interest rate, Stated Maturity, date of issuance and date from which interest, if any, shall accrue.

Notwithstanding any contrary provision herein, if all Securities of a series are not to be originally issued at one time, it shall not be necessary to deliver the Board Resolution, Officer's Certificate and Opinion of Counsel otherwise required pursuant to Sections 102 and 201 at or prior to the time of authentication of each Security of such series if such documents are delivered at or prior to the authentication upon original issuance of the first Security of such series to be issued.

Each Registered Security shall be dated the date of its authentication, and, unless otherwise specified as contemplated by Section 301, each Bearer Security shall be dated as of the date of original issuance of the first Security of such series to be issued. No Security or coupon appertaining thereto shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Security a certificate of authentication substantially in the form provided for herein manually executed by the Trustee for such Security or on its behalf pursuant to Section 614, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder.

Each Depositary designated pursuant to Section 301 for a Global Security in registered form must, at the time of its designation and at all times while it serves as Depositary, be a clearing agency registered under the Securities Exchange Act of 1934, as amended, and any other applicable statute or regulation.

In case any Securities shall have been authenticated, but not delivered, by the Trustee or the Authenticating Agent for such series then in office, any successor by merger, conversion or consolidation to such Trustee, or any successor Authenticating Agent, as the case may be, may adopt such authentication and deliver the Securities so authenticated with the same effect as if such successor Trustee or successor Authentication Agent had itself authenticated such Securities.

SECTION 304. Temporary Securities and Exchange of Securities.

Pending the preparation of definitive Securities of any particular series, the Company may execute, and upon Company Order the Trustee for the Securities of such series shall authenticate and deliver, in the manner specified in Section 303, temporary Securities which are printed, lithographed, typewritten, photocopied or otherwise produced, in any denomination, with like terms and conditions as the definitive Securities of like series in lieu of which they are issued in registered form or, if authorized, in bearer form with one or more coupons or without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Securities may determine, as evidenced by their execution of such Securities. Any such temporary Securities may be in global form, representing such of the Outstanding Securities of such series as shall be specified therein.

Except in the case of temporary Securities in global form (which shall be exchanged only in accordance with the provisions of the following paragraphs), if temporary Securities of any particular series are issued, the Company will cause definitive Securities of that series to be prepared without unreasonable delay. After the preparation of such definitive Securities, the temporary Securities of such series shall be exchangeable for such definitive Securities and of a like Stated Maturity and with like terms and provisions upon surrender of the temporary Securities of such series, together with all unmatured and matured coupons in default, if any, at the office or agency of the Company in a Place of Payment for that series, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Securities of any particular series, the Company shall execute and (in accordance with a Company Order delivered at or prior to the authentication of the first definitive Security of such series) the Trustee for the Securities of such series or the Global Exchange Agent shall authenticate and deliver in exchange therefor a like principal amount of definitive Securities of authorized denominations of the same series and of a like Stated Maturity and with like terms and provisions; provided, however, that unless otherwise specified pursuant to Section 301, no definitive Bearer Security shall be delivered in exchange for a temporary Registered Security; and provided, further, that a definitive Bearer Security shall be delivered in exchange for a temporary Bearer Security only in compliance with the conditions set forth in Section 303. Until

exchanged as hereinabove provided, the temporary Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Securities of the same series and with like terms and conditions, except as to payment of interest, if any, authenticated and delivered hereunder.

Any temporary Global Security and any permanent Global Security shall, unless otherwise provided therein, be delivered to a Depositary designated pursuant to Section 301.

Without unnecessary delay but in any event not later than the date specified in or determined pursuant to the terms of any such temporary Global Security (the "Exchange Date"), the Securities represented by any temporary Global Security of a series of Securities issuable in bearer form may be exchanged for definitive Securities (subject to the second succeeding paragraph) or Securities to be represented thereafter by one or more permanent Global Securities, without interest coupons. On or after the Exchange Date such temporary Global Security shall be surrendered by the Depositary to the Trustee for such Security, as the Company's agent for such purpose, or the agent appointed by the Company pursuant to Section 301 to effect the exchange of the temporary Global Security for definitive Securities (the "Global Exchange Agent"), and following such surrender, such Trustee or the Global Exchange Agent (as appointed by the Trustee as an Authenticating Agent pursuant to Section 614) shall (1) endorse the temporary Global Security to reflect the reduction of its principal amount by an equal aggregate principal amount of such Security, (2) endorse the applicable permanent Global Security, if any, to reflect the initial amount, or an increase in the amount of Securities represented thereby, (3) manually authenticate such definitive Securities or such permanent Global Security, as the case may be, (4) subject to Section 303, deliver such definitive Securities to the Holder thereof or, as the case may be, deliver such permanent Global Security to the Depositary to be held outside the United States for the accounts of Euroclear and Clearstream, for credit to the respective accounts at Euroclear and Clearstream, designated by or on behalf of the beneficial owners of such Securities (or to such other accounts as they may direct) and (5) redeliver such temporary Global Security to the Depositary, unless such temporary Global Security shall have been canceled in accordance with Section 309 hereof; provided, however, that, unless otherwise specified in such temporary Global Security, upon such presentation by the Depositary, such temporary Global Security shall be accompanied by a certificate dated the Exchange Date or a subsequent date and signed by Euroclear as to the portion of such temporary Global Security held for its account then to be exchanged for definitive Securities or one or more permanent Global Securities, as the case may be, and a certificate dated the Exchange Date or a subsequent date and signed by Clearstream, as to the portion of such temporary Global Security held for its account then to be exchanged for definitive Securities or one or more permanent Global Securities, as the case may be, each substantially in the form set forth in Exhibit B to this Indenture. Each certificate substantially in the form of Exhibit B hereto of Euroclear or Clearstream, as the case may be, shall be based on certificates of the account holders listed in the records of Euroclear or Clearstream, as the case may be, as being entitled to all or any portion of the applicable temporary Global Security. An account holder of Euroclear or Clearstream, as the case may be, desiring to effect the exchange of interest in a temporary Global Security for an interest in definitive Securities or one or more permanent Global Securities shall instruct Euroclear or Clearstream, as the case may be, to request such exchange on its behalf and shall deliver to Euroclear or Clearstream, as the case may be, a certificate substantially in the form of Exhibit A hereto and dated no earlier than 15 days prior to the Exchange Date. Until so exchanged, temporary Global Securities shall in all respects be entitled to the same benefits under this Indenture as definitive Securities and permanent Global Securities of the same series authenticated and delivered hereunder, except as provided in the fourth succeeding paragraph.

The delivery to the Trustee for the Securities of the appropriate series or the Global Exchange Agent by Euroclear or Clearstream of any certificate substantially in the form of Exhibit B hereto may be relied upon by the Company and such Trustee or the Global Exchange Agent as conclusive evidence that a corresponding certificate or certificates has or have been delivered to Euroclear or to Clearstream, as the case may be, pursuant to the terms of this Indenture.

On or prior to the Exchange Date, the Company shall deliver to the Trustee for the Securities of the appropriate series or the Global Exchange Agent definitive Securities in aggregate principal amount equal to the principal amount of such temporary Global Security, executed by the Company. At any time, on or after the Exchange Date, upon 30 days' written notice to the Trustee for the Securities of the appropriate series or the Global Exchange Agent by Euroclear or Clearstream, as the case may be, acting at the request of or on behalf of the beneficial owner, a Security represented by a temporary Global Security or a permanent Global Security, as the case may be, may be exchanged, in whole or from time to time in part, for definitive Securities without charge and such Trustee or the Global Exchange Agent shall authenticate and deliver, in exchange for each portion of such temporary Global Security or such permanent Global Security, an equal aggregate principal amount of definitive Securities of the same series of authorized denominations and with like terms and provisions as the portion of such temporary Global Security or such permanent Global Security to be exchanged, which, unless the Securities of the series are not issuable both as Bearer Securities and as Registered Securities, as contemplated by Section 301, shall be in the form of Bearer Securities or Registered Securities, or any combination thereof, as shall be specified by the beneficial owner thereof; provided, however, that definitive Bearer Securities shall be delivered in exchange for a portion of the temporary Global Security or the permanent Global Security only in compliance with the requirements of the second preceding paragraph. On or prior to the thirtieth day following receipt by the Trustee for the Securities of the appropriate series or the Global Exchange Agent of such notice with respect to a Security, or, if such day is not a Business Day, the next succeeding Business Day, the temporary Global Security or the permanent Global Security, as the case may be, shall be surrendered by the Depositary to such Trustee, as the Company's agent for such purpose, or the Global Exchange Agent to be exchanged in whole, or from time to time in part, for definitive Securities without charge following such surrender, upon the request of Euroclear or Clearstream, as the case may be, and such Trustee or the Global Exchange Agent shall (1) endorse the applicable temporary Global Security or the permanent Global Security to reflect the reduction of its principal amount by the aggregate principal amount of such Security, (2) in accordance with procedures acceptable to the Trustee cause the terms of such Security and coupons, if any, to be entered on a definitive Security, (3) manually authenticate such definitive Security and (4) if a Bearer Security is to be delivered, deliver such definitive Security outside the United States to Euroclear or Clearstream, as the case may be, for or on behalf of the beneficial owner thereof, in exchange for a portion of such permanent Global Security.

Unless otherwise specified in such temporary Global Security or permanent Global Security, any such exchange shall be made free of charge to the beneficial owners of such temporary Global Security or permanent Global Security, except that a Person receiving definitive Securities must bear the cost of insurance, postage, transportation and the like in the event that such Person does not take delivery of such definitive Securities in person at the offices of Euroclear or Clearstream. Definitive Securities in bearer form to be delivered in exchange for any portion of a temporary Global Security or a permanent Global Security shall be delivered only outside the United States.

Until exchanged in full as hereinabove provided, any temporary Global Security or permanent Global Security shall in all respects be entitled to the same benefits under this Indenture as definitive Securities of the same series and with like terms and conditions, except as to payment of interest, if any, authenticated and delivered hereunder. Unless otherwise specified as contemplated by Section 301, interest payable on such temporary Global Security on an Interest Payment Date for Securities of such series shall be payable to Euroclear and Clearstream on such Interest Payment Date upon delivery by Euroclear and Clearstream to the Trustee for the Securities of the appropriate series or the Global Exchange Agent in the case of payment of interest on a temporary Global Security with respect to an Interest Payment Date occurring prior to the applicable Exchange Date of a certificate or certificates substantially in the form set forth in Exhibit C to this Indenture, for credit without further interest on or after such Interest Payment Date to the respective accounts of the Persons who are the beneficial owners of such Global Security on such Interest Payment Date and who have, in the case of payment of interest on a temporary Global Security with respect to an Interest Payment Date occurring prior to the applicable Exchange Date, each delivered to Euroclear or Clearstream, as the case may be, a certificate substantially in the form set forth in Exhibit D to this Indenture.

Any definitive Bearer Security authenticated and delivered by the Trustee for the Securities of the appropriate series or the Global Exchange Agent in exchange for a portion of a temporary Global Security or a permanent Global Security shall not bear a coupon for any interest which shall theretofore have been duly paid by such Trustee to Euroclear or Clearstream or by the Company to such Trustee in accordance with the provisions of this Section 304.

With respect to Exhibits A, B, C and D to this Indenture, the Company may, in its discretion and if required or desirable under applicable law, substitute one or more other forms of such exhibits for such exhibits, eliminate the requirement that any or all certificates be provided, or change the time that any certificate may be required, provided that such substitute form or forms or notice of elimination or change of such certification requirement have theretofore been delivered to the Trustee with a Company Request and such form or forms, elimination or change is reasonably acceptable to the Trustee.

SECTION 305. Registration, Registration of Transfer and Exchange.

The Company shall cause to be kept at the Corporate Trust Office of the Trustee for the Securities of each series a register (the register maintained in such office being herein sometimes referred to as the "Security Register") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Registered Securities and of transfers of Registered Securities. The Trustee for the Securities of each series is hereby initially appointed "Security Registrar" for the purpose of registering Registered Securities and transfers of Registered Securities of such series as herein provided.

Upon surrender for registration of transfer of any Registered Security of any particular series at the office or agency of the Company in a Place of Payment for that series, the Company shall execute, and the Trustee for the Securities of each series shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Registered Securities of any authorized denominations, and of a like Stated Maturity and of a like series and aggregate principal amount and with like terms and conditions.

Except as set forth below, at the option of the Holder, Registered Securities of any particular series may be exchanged for other Registered Securities of any authorized denominations, and of a like Stated Maturity and of a like series and aggregate principal amount and with like terms and conditions, upon surrender of the Registered Securities to be exchanged at such office or agency. Whenever any Securities are so surrendered for exchange, the Company shall execute, and the Trustee for such Securities shall authenticate and deliver, the Securities which the Holder making the exchange is entitled to receive. Except as otherwise specified pursuant to Section 301, Registered Securities may not be exchanged for Bearer Securities.

Notwithstanding any other provision of this Section or Section 304, unless and until it is exchanged in whole or in part for Registered Securities in definitive form, a Global Security representing all or a portion of the Registered Securities of a series may not be transferred except as a whole by the Depositary for such series to a nominee of such Depositary or by a nominee of such Depositary to such Depositary or another nominee of such Depositary or by such Depositary or any such nominee to a successor Depositary for such series or a nominee of such successor Depositary. Neither the Trustee nor any Agent shall have any responsibility or liability for any actions taken or not taken by the Depositary.

At the option of the Holder, Bearer Securities of any series may be exchanged for Registered Securities of the same series of any authorized denominations and of a like aggregate principal amount and with like terms and provisions upon surrender of the Bearer Securities to be exchanged at any office or agency of the Company in a Place of Payment for that series, with all unmatured coupons and all matured coupons in default thereto appertaining. If the Holder of a Bearer Security is unable to produce any such unmatured coupon or coupons or matured coupon or coupons in default, such exchange may be effected if the Bearer Securities are accompanied by payment in funds acceptable to the Company (or to the Trustee for the Security in case of matured coupons in default) in an amount equal to the face amount of such missing coupon or coupons, or the surrender of such missing coupon or coupons may be waived by the Company and such Trustee if there is furnished to them such security or indemnity required to hold each of them and any Paying Agent harmless. If thereafter the Holder of such Security shall surrender to any Paying Agent any such missing coupon in respect of which such a payment shall have been made, such Holder shall be entitled to receive the amount of such payment; provided, however, that, except as otherwise provided in Section 1002, interest represented by coupons shall be payable only upon presentation and surrender of those coupons at an office or agency of the Company in a Place of Payment for that series located outside the United States. Notwithstanding the foregoing, in case a Bearer Security of any series is surrendered at any such office or agency in exchange for a Registered Security of the same series and with like terms and

conditions after the close of business at such office or agency on or after (i) any Regular Record Date and before the opening of business at such office or agency on the relevant Interest Payment Date, or (ii) any Special Record Date and before the opening of business at such office or agency on the related proposed date for payment of Defaulted Interest, such Bearer Security shall be surrendered without the coupon relating to such Interest Payment Date or proposed date for payment, as the case may be (or, if such coupon is so surrendered with such Bearer Security, such coupon shall be returned to the person so surrendering the Bearer Security), and interest or Defaulted Interest, as the case may be, will not be payable on such Interest Payment Date or proposed date for payment, as the case may be, in respect of the Registered Security issued in exchange for such Bearer Security, but will be payable only to the Holder of such coupon when due in accordance with the provisions of this Indenture.

Whenever any Securities are so surrendered for exchange, the Company shall execute, and the Trustee for such Securities shall authenticate and deliver, the Securities which the Holder making the exchange is entitled to receive.

If at any time the Depositary for Securities of a series in registered form notifies the Company that it is unwilling or unable to continue as Depositary for the Securities of such series or if at any time the Depositary for the Securities of such series shall no longer be eligible under Section 303, the Company shall appoint a successor Depositary with respect to the Securities for such series. If (i) a successor Depositary for the Securities of such series is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such ineligibility, (ii) the Company delivers to the Trustee for Securities of such series in registered form a Company Order stating that the Company elects to exchange in whole, but not in part, the Securities of such series, or (iii) an Event of Default under Section 501 hereof has occurred and is continuing with respect to the Securities of such series and a Holder of Securities of such series so requests, the Company's election pursuant to Section 301 shall no longer be effective with respect to the Securities for such series and the Company will execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of definitive Securities of such series, will authenticate and deliver Securities of such series in definitive form in an aggregate principal amount equal to the principal amount of the Global Security or Securities representing such series in exchange for such Global Security or Securities.

The Company may at any time and in its sole discretion determine that the Registered Securities of any series issued in the form of one or more Global Securities shall no longer be represented by such Global Security or Securities. In such event the Company will execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of definitive Registered Securities of such series, will authenticate and deliver, Registered Securities of such series in definitive form and in an aggregate principal amount equal to the principal amount of the Global Security or Securities representing such series in exchange for such Global Security or Securities. If specified by the Company pursuant to Section 301 with respect to a series of Securities in registered form, the Depositary for such series of Securities may surrender a Global Security for such series of Securities in exchange in whole or in part for Securities of such series of like tenor and terms and in definitive form on such terms as are acceptable to the Company and such Depositary. Thereupon the Company shall execute, and the Trustee shall authenticate and deliver, without service charge, (i) to each Person specified by such Depositary a new Security or Securities of the same series, of like tenor and terms and of

any authorized denomination as requested by such Person in aggregate principal amount equal to and in exchange for such Person's beneficial interest in the Global Security; and (ii) to such Depositary a new Global Security of like tenor and terms and in a denomination equal to the difference, if any, between the principal amount of the surrendered Global Security and the aggregate principal amount of Securities delivered to Holders thereof.

Upon the exchange of a Global Security for Securities in definitive form, such Global Security shall be canceled by the Trustee in accordance with its standard procedures. Registered Securities issued in exchange for a Global Security pursuant to this Section shall be registered in such names and in such authorized denominations as the Depositary for such Global Security, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee in writing. The Trustee shall deliver such Registered Security to the persons in whose names such Securities are so registered.

All Securities issued upon any registration of transfer or exchange of Securities shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Securities surrendered upon such registration of transfer or exchange.

Every Security presented or surrendered for registration of transfer or exchange shall (if so required by the Company or the Trustee for such Security) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar for such series duly executed, by the Holder thereof or his attorney duly authorized in writing.

No service charge shall be made for any registration of transfer or exchange of Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Securities, other than exchanges pursuant to Section 304, 906 or 1107 not involving any transfer.

The Company shall not be required (i) to issue, register the transfer of or exchange Securities of any series during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Securities of that series selected for redemption under Section 1104 and ending at the close of business on (A) if Securities of the series are issuable only as Registered Securities, the day of the mailing of the relevant notice of redemption and (B) if Securities of the series are issuable as Bearer Securities, the day of the first publication of the relevant notice of redemption or, if Securities of the series are also issuable as Registered Securities and there is no publication, the mailing of the relevant notice of redemption, (ii) to register the transfer of or exchange any Registered Security so selected for redemption as a whole or in part, except the unredeemed portion of any Security being redeemed in part, or (iii) to exchange any Bearer Security so selected for redemption except that such a Bearer Security may be exchanged for a Registered Security of that series and like tenor; provided, however, that such Registered Security shall be simultaneously surrendered for redemption.

Furthermore, notwithstanding any other provision of this Section 305, the Company will not be required to exchange any Securities if, as a result of the exchange, the Company would suffer adverse consequences under any United States law or regulation.

SECTION 306. Mutilated, Destroyed, Lost and Stolen Securities and Coupons.

If (i) any mutilated Security or a Security with a mutilated coupon appertaining thereto is surrendered to the Trustee for such Security or the Company and the Trustee for a Security receive evidence to their satisfaction of the destruction, loss or theft of any Security or coupon and (ii) there is delivered to the Company and such Trustee such security or indemnity required by them to hold each of them and any agent of either of them harmless, then, in the absence of written notice to the Company or such Trustee that such Security or coupon has been acquired by a protected purchaser (as defined in Article 8 of the New York Uniform Commercial Code), the Company shall execute and upon its written request such Trustee shall authenticate and deliver, in lieu of any such destroyed, lost or stolen Security or in exchange for such mutilated Security, or in exchange for the Security to which a mutilated, destroyed, lost or stolen coupon appertains (with all appurtenant coupons not mutilated, destroyed, lost or stolen) a new Security of the same series and in a like principal amount and of a like Stated Maturity and with like terms and conditions and bearing a number not contemporaneously outstanding with coupons corresponding to the coupons, if any, appertaining to such mutilated, destroyed, lost or stolen Security or to the Security to which such mutilated, destroyed, lost or stolen coupon appertains.

In case any such mutilated, destroyed, lost or stolen Security or coupon has become or is about to become due and payable, the Company in its discretion may, instead of issuing a new Security, pay such Security or coupon (without surrender thereof except in the case of a mutilated Security or coupon) if the applicant for such payment shall furnish to the Company and the Trustee for such Security such security or indemnity as may be required by them to hold each of them harmless, and in case of destruction, loss or theft, evidence satisfactory to the Company and such Trustee and any agent of either of them of the destruction, loss or theft of such Security and the ownership thereof; provided, however, that principal of, and premium, if any, and interest, if any, on Bearer Securities shall, except as otherwise provided in Section 1002, be payable only at an office or agency located outside the United States and, unless otherwise specified as contemplated by Section 301, any interest on Bearer Securities shall be payable only upon presentation and surrender of the coupons appertaining thereto.

Upon the issuance of any new Security under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including all fees and expenses of the Trustee for such Security) connected therewith.

Every new Security of any series, with its coupons, if any, issued pursuant to this Section in lieu of any destroyed, lost or stolen Security or in exchange for any mutilated Security, or in exchange for a Security to which a mutilated, destroyed, lost or stolen coupon appertains shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Security and its coupons, if any, or the destroyed, lost or

stolen coupon shall be at any time enforceable by anyone, and each such new Security shall be at any time enforceable by anyone, and each such new Security shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Securities of the same series and their coupons, if any, duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities or coupons.

SECTION 307. Payment of Interest; Interest Rights Preserved.

Interest on any Registered Security which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall, if so provided in such Security, be paid to the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest payment.

Unless otherwise provided with respect to the Securities of any series, payment of interest may be made at the option of the Company (i) in the case of Registered Securities, by check mailed or delivered to the address of the Person entitled thereto as such address shall appear in the Security Register or by transfer to an account maintained by the payee with a bank located inside the United States, or (ii) in the case of Bearer Securities, upon presentation and surrender of the appropriate coupon appertaining thereto or by transfer to an account maintained by the payee with a bank located outside the United States.

Notwithstanding the foregoing, a Holder of $1,000,000 or more in aggregate principal amount of Securities of any series in definitive form, whether having identical or different terms and provisions, having the same Interest Payment Dates will, at the option of the Company, be entitled to receive interest payments, other than at Maturity, by wire transfer of immediately available funds if appropriate wire transfer instructions have been received in writing by the Trustee for the Securities of such series at least 15 days prior to the applicable Interest Payment Date. Any wire instructions received by the Trustee for the Securities of such series shall remain in effect until revoked by the Holder.

Unless otherwise provided or contemplated by Section 301, every permanent Global Security will provide that interest, if any, payable on any Interest Payment Date will be paid to each of Euroclear and Clearstream with respect to that portion of such permanent Global Security held for its account by the Depositary. Each of Euroclear and Clearstream will in such circumstances credit the interest received by it in respect of such permanent Global Security to the accounts of the beneficial owners thereof.

Any interest on any Registered Security of any particular series which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered Holder on the relevant Regular Record Date by virtue of having been such Holder; and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in clause (1) or (2) below:

(1) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Registered Securities of that series (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee for the Registered Securities of such series in writing of the amount of Defaulted Interest proposed to be paid on each Registered Security of that series and the date of the proposed payment, and at the same time the Company shall deposit with such Trustee an amount of money in the currency or currency unit in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series and except as provided in Sections 311(b) and 311(d)), equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to such Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon such Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall not be more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by such Trustee of the written notice of the proposed payment. Such Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of Registered Securities of that series at his address as it appears in the Security Register not less than 10 days prior to such Special Record Date. Such Trustee may, but shall not be required to, in the name and at the expense of the Company, cause a similar notice to be published at least once in an Authorized Newspaper published in The City of New York and London, but such publication shall not be a condition precedent to the establishment of such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names the Registered Securities of that series (or their respective Predecessor Securities) are registered on such Special Record Date and shall no longer be payable pursuant to the following clause (2);

(2) The Company may make payment of any Defaulted Interest on Registered Securities of any particular series in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Registered Securities may be listed, and upon such notice as may be required by such exchange, if, after written notice is given by the Company to the Trustee for the Securities of such series of the proposed manner of payment pursuant to this clause, such manner of payment shall be deemed practicable by such Trustee. Subject to the foregoing provisions of this Section and Section 305, each Security delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Security shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Security.

SECTION 308. Persons Deemed Owners.

Prior to due presentment of a Registered Security for registration of transfer, the Company, the Trustee for such Security and any agent of the Company or such Trustee may treat the Person in whose name any such Security is registered as the owner of such Security for the purpose of receiving payment of principal of, and premium, if any, and (subject to Section 307) interest, if any, on such Security and for all other purposes whatsoever, whether or not such Security be overdue, and none of the Company, such Trustee or any agent of the Company or such Trustee shall be affected by notice to the contrary.

Title to any Bearer Security and any coupons appertaining thereto shall pass by delivery. The Company, the Trustee for such Security and any agent of the Company or such Trustee may treat the bearer of any Bearer Security and the bearer of any coupon as the absolute owner of such Bearer Security or coupon for the purpose of receiving payment thereof or on account thereof and for all other purposes whatsoever, whether or not such Security or coupon be overdue, and none of the Company, such Trustee or any agent of the Company or such Trustee shall be affected by notice to the contrary.

None of the Company, the Trustee, any Paying Agent or the Security Registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Global Security or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

SECTION 309. Cancellation.

All Securities and coupons surrendered for payment, redemption, registration of transfer or exchange, or delivered in satisfaction of any sinking fund payment, shall, if surrendered to any Person other than the Trustee for such Securities, be delivered to such Trustee and, in the case of Registered Securities and matured coupons, shall be promptly canceled by it. All Bearer Securities and unmatured coupons so delivered to the Trustee for such Securities shall be canceled by such Trustee. The Company may at any time deliver to the Trustee for Securities of a series for cancellation any Securities previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and all Securities so delivered shall be promptly canceled by such Trustee. Notwithstanding any other provision of this Indenture to the contrary, in the case of a series, all the Securities of which are not to be originally issued at one time, a Security of such series shall not be deemed to have been Outstanding at any time hereunder if and to the extent that, subsequent to the authentication and delivery thereof, such Security is delivered to the Trustee for such Security for cancellation by the Company or any agent thereof upon the failure of the original purchaser thereof to make payment therefor against delivery thereof, and any Security so delivered to such Trustee shall be promptly canceled by it. No Securities shall be authenticated in lieu of or in exchange for any Securities canceled as provided in this Section, except as expressly permitted by this Indenture. All canceled Securities and coupons held by the Trustee for such Securities shall be disposed of by such Trustee in accordance with its standard procedures and, upon the Company’s written request, a certificate of disposition evidencing such disposition of Securities and coupons shall be provided to the Company by such Trustee. In the case of any temporary Global Security, which shall be disposed of if the entire aggregate principal amount of the Securities represented thereby has been exchanged, the certificate of disposition shall state that all certificates required pursuant to Section 304 hereof, substantially in the form of Exhibit B hereto (or in the form of any substitute exhibit as provided in the last paragraph of Section 304), to be given by Euroclear or Clearstream, have been duly presented to the Trustee for such Securities by Euroclear or Clearstream, as the case may be. Permanent Global Securities shall not be disposed of until exchanged in full for definitive Securities or until payment thereon is made in full.

SECTION 310. Computation of Interest.

Except as otherwise specified as contemplated by Section 301 for Securities of any particular series, interest on the Securities of each series shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 311. Currency and Manner of Payments in Respect of Securities.

Unless otherwise specified in accordance with Section 301 with respect to any series of Securities, the following provisions shall apply:

(a) Except as provided in paragraphs (b) and (d) below, principal of, and premium, if any, and interest on Securities of any series denominated in a Foreign Currency or currency unit will be payable by the Company in Dollars based on the equivalent of that Foreign Currency or currency unit converted into Dollars in the manner described in paragraph (c) below.

(b) It may be provided pursuant to Section 301 with respect to Registered Securities of any series denominated in a Foreign Currency or currency unit that Holders shall have the option, subject to paragraph (d) below, to receive payments of principal of, and premium, if any, and interest on such Registered Securities in such Foreign Currency or currency unit by delivering to the Trustee (or to any duly appointed Paying Agent) for the Registered Securities of that series a written election, to be in form and substance satisfactory to such Trustee (or to any such Paying Agent), not later than the close of business on the Election Date immediately preceding the applicable payment date. If a Holder so elects to receive such payments in such Foreign Currency or currency unit, such election will remain in effect for such Holder until changed by such Holder by written notice to the Trustee (or to any such Paying Agent) for the Registered Securities of that series; provided, however, that any such change must be made not later than the close of business on the Election Date immediately preceding the next payment date to be effective for the payment to be made on such payment date; and provided, further, that no such change or election may be made with respect to payments to be made on any Registered Security of such series with respect to which an Event of Default has occurred, the Company has exercised any defeasance, satisfaction or discharge options pursuant to Article Four or notice of redemption has been given by the Company pursuant to Article Eleven. If any Holder makes any such election, such election will not be effective as to any transferee of such Holder and such transferee shall be paid in Dollars unless such transferee makes an election as specified above; provided, however, that such election, if in effect while funds are on deposit with respect to the Registered Securities of such series as described in Section 404 or 405, will be effective on any transferee of such Holder unless otherwise specified pursuant to Section 301 for such Registered Securities. Any Holder of any such Registered Security who shall not have delivered any such election to the Trustee (or to any duly appointed Paying Agent) for the Registered Securities of such series not later than the close of business on the applicable Election Date will be paid the amount due on the applicable payment date in Dollars.

(c) With respect to any Registered Securities of any series denominated in a Foreign Currency or currency unit and payable in Dollars, the amount of Dollars so payable will be determined by the Currency Determination Agent based on the indicative quotation in The City of New York selected by the Currency Determination Agent at approximately 11:00 a.m., New York City time, on the second Business Day preceding the applicable payment date that yields the largest number of Dollars on conversion of Foreign Currency or currency units. Such selection shall be made from among the quotations appearing on the bank composite or multi-contributor pages of the Reuters Monitor Foreign Exchange Service or, if not available, the Bridge Telerate Monitor Foreign Exchange Service, for three (or two if three are not available) major banks in The City of New York. The first three (or two) such banks selected by the Currency Determination Agent which are offering quotes on the Reuters Foreign Exchange Service, as the case may be, shall be used. If such quotations are unavailable from either such foreign exchange service, such selection shall be made from the quotations received by the Currency Determination Agent from no more than three nor less than two recognized foreign exchange dealers in The City of New York selected by the Currency Determination Agent and approved by the Company (one of which may be the Currency Determination Agent) for the purchase by the quoting dealer, for settlement on such payment date, of the aggregate amount of the Foreign Currency or currency unit payable on such payment date in respect of all Registered Securities denominated in such Foreign Currency or currency unit and for which the applicable dealer commits to execute a contract. If fewer than two such bid quotations are available at 11:00 a.m., New York City time, on the second Business Day preceding the applicable payment date, such payment will be based on the Market Exchange Rate as of the second Business Day preceding the applicable payment date. If the Market Exchange Rate for such date is not then available, payments shall be made in the Foreign Currency or currency unit.

(d) If a Conversion Event occurs with respect to a Foreign Currency or currency unit in which Registered Securities of any series are payable, then with respect to each date for the payment of principal of, and premium, if any, and interest on the Registered Securities of that series occurring after the last date on which such Foreign Currency or currency unit was used, the Company may make such payment in Dollars. The Dollar amount to be paid by the Company to the Trustee for the Registered Securities of such series and by such Trustee or any Paying Agent for the Registered Securities of such series to the Holders of such Registered Securities with respect to such payment date shall be determined by the Currency Determination Agent on the basis of the Market Exchange Rate as of the second Business Day preceding the applicable payment date or, if such Market Exchange Rate is not then available, on the basis of the most recently available Market Exchange Rate, or as otherwise established pursuant to Section 301 with respect to such Notes. Any payment in respect of such Registered Security made under such circumstances in Dollars will not constitute an Event of Default hereunder.

(e) For purposes of this Indenture the following terms shall have the following meanings:

"Component Currency" shall mean any currency which is a component of any unit.

"Election Date" shall mean, for the Registered Securities of any series, the date specified pursuant to Section 301(14).

(f) Notwithstanding any other provisions of this Section 311, the following shall apply: (i) if the official unit of any Component Currency is altered by way of combination or subdivision, the number of units of that currency as a component shall be divided or multiplied in the same proportion, (ii) if two or more Component Currencies are consolidated into a single currency, the amounts of those currencies as components shall be replaced by an amount in such single currency equal to the sum of the amounts of the consolidated Component Currencies expressed in such a single currency, (iii) if any Component Currency is divided into two or more currencies, the amount of that original Component Currency as a component shall be replaced by the amounts of such two or more currencies having an aggregate value on the date of division equal to the amount of the former Component Currency immediately before such division and (iv) in the event of an official redenomination of any currency (including, without limitation, a currency unit), the obligations of the Company to make payments in or with reference to such currency on the Registered Securities of any series shall, in all cases, be deemed immediately following such redenomination to be obligations to make payments in or with reference to that amount of redenominated currency representing the amount of such currency immediately before such redenomination.

(g) All determinations referred to in this Section 311 made by the Currency Determination Agent shall be in its sole discretion and shall, in the absence of manifest error, be conclusive for all purposes and irrevocably binding upon the Holders of the applicable Securities. The Currency Determination Agent shall promptly give written notice to the Trustee for the Securities of such series of any such decision or determination. The Currency Determination Agent shall promptly give written notice to the Trustee of any such decision or determination. The Currency Determination Agent shall have no liability for any determinations referred to in this Section 311 made by it in the absence of willful misconduct or gross negligence.

(h) The Trustee for the Securities of a particular series shall be fully justified and fully protected in conclusively relying and acting upon information received by it from the Company and the Currency Determination Agent with respect to any of the matters addressed in or contemplated by this Section 311 and shall not otherwise have any duty or obligation to determine such information independently.

SECTION 312. Appointment and Resignation of Currency Determination Agent.

(a) If and so long as the Securities of any series (i) are denominated in a currency unit or a currency other than Dollars and (ii) may be payable in a currency unit or a currency other than the currency in which such Securities are denominated, or so long as it is required under any other provision of this Indenture, then the Company shall maintain with respect to each such series of Securities, or as so required, a Currency Determination Agent. The Company shall cause the Currency Determination Agent to make the necessary foreign exchange determinations at the time and in the manner specified pursuant to Section 301 for the purpose of determining the applicable rate of exchange and for the purpose of converting the issued currency or currency unit into the applicable payment currency or currency unit for the payment of principal, and premium, if any, and interest, if any, pursuant to Section 311.

(b) No resignation of the Currency Determination Agent and no appointment of a successor Currency Determination Agent pursuant to this Section shall become effective until the acceptance of appointment by the successor Currency Determination Agent as evidenced by a written instrument delivered to the Company and the Trustee of the appropriate series of Securities accepting such appointment executed by the successor Currency Determination Agent.

(c) If the Currency Determination Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of the Currency Determination Agent for any cause, with respect to the Securities of one or more series, the Company shall promptly appoint a successor Currency Determination Agent or Currency Determination Agents with respect to the Securities of that or those series (it being understood that any such successor Currency Determination Agent may be appointed with respect to the Securities of one or more or all of such series and that at any time there shall only be one Currency Determination Agent with respect to the Securities of any particular series).

SECTION 313. CUSIP, ISIN and Common Code Numbers.

The Company in issuing the Securities may use "CUSIP," "ISIN" or "Common Code" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP," "ISIN" or "Common Code" numbers in notices of redemption as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Securities, and any such redemption shall not be affected by any defect in or omission of such numbers. The Company will promptly notify the Trustee in writing of any change in the "CUSIP," "ISIN" or "Common Code" numbers.

ARTICLE FOUR

SATISFACTION AND DISCHARGE

SECTION 401. Option to Effect Legal Defeasance or Covenant Defeasance.

The Company may, at any time with respect to the Securities of any series, unless otherwise specified pursuant to Section 301 with respect to a particular series of Securities, elect to have either Section 402 or 403 be applied to all of the Outstanding Securities of that series upon compliance with the conditions set forth below in this Article Four.

SECTION 402. Legal Defeasance and Discharge.

Upon the Company's exercise under Section 401 of the option applicable to this Section 402, the Company shall be deemed to have been discharged from its obligations with respect to all Outstanding Securities of the particular series on the date the conditions set forth below are satisfied (hereinafter, "Legal Defeasance"). For this purpose, such Legal Defeasance means that the Company shall be deemed to have paid and discharged all the obligations relating to the Outstanding Securities of that series and the Securities of that series shall thereafter be deemed to be "outstanding" only for the purposes of Section 406, Section 408 and the other Sections of this Indenture referred to below in this Section 402, and to have satisfied all of its other obligations under such Securities and this Indenture and cured all then existing Events of

Default (and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging the same), except for the following which shall survive until otherwise terminated or discharged hereunder: (a) the rights of Holders of outstanding Securities of the particular series and coupons, if any, of such series to receive payments in respect of principal of, and premium, if any, and interest, if any, on such Securities when such payments are due or on the Redemption Date solely out of the trust created pursuant to this Indenture; (b) the Company's obligations with respect to such Securities concerning issuing temporary Securities of that series, or, where relevant, registration of such Securities, mutilated, destroyed, lost or stolen Securities of that series and the maintenance of an office or agency for payment and money for Security payments held in trust; (c) the rights, powers, trusts, duties and immunities of the Trustee for the Securities of that series, and the Company's obligations in connection therewith; and (d) this Article Four and the obligations set forth in Section 406 hereof. Subject to compliance with this Article Four, the Company may exercise its option under Section 402 notwithstanding the prior exercise of its option under Section 403 with respect to the Securities of a particular series.

SECTION 403. Covenant Defeasance.

Upon the Company's exercise under Section 401 of the option applicable to this Section 403, the Company shall be released from any obligations under the covenants contained in Sections 704, 801, 1007 and 1008 hereof with respect to the Outstanding Securities of the particular series on and after the date the conditions set forth below are satisfied (hereinafter, "Covenant Defeasance"), and the Securities of that series shall thereafter be deemed not "Outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "Outstanding" for all other purposes hereunder (it being understood that such Securities shall not be deemed outstanding for accounting purposes). For this purpose, such Covenant Defeasance means that, with respect to the Outstanding Securities of that series, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a default or Event of Default under subsection 501(3) but, except as specified above, the remainder of this Indenture and the Securities of that series shall be unaffected thereby.

SECTION 404. Conditions to Legal or Covenant Defeasance.

The following shall be the conditions to the application of either Section 402 or Section 403 to the outstanding Securities of a particular series:

(a) the Company must irrevocably deposit, or cause to be irrevocably deposited, with the Trustee for the Securities of that series, in trust, for the benefit of the Holders of the Securities of that series, cash in the currency or currency unit in which the Securities of that series are payable (except as otherwise specified pursuant to Section 301 for the Securities of that series and except as provided in Sections 311(b) and 311 (d), in which case the deposit to be made with respect to Securities for which an election has occurred pursuant to Section 311(b), or

a Conversion Event has occurred as provided in Section 311(d), shall be made in the currency or currency unit in which the Securities of that series are payable as a result of such election or Conversion Event), Government Obligations or a combination thereof in such amounts as will be sufficient, in the opinion of an internationally recognized firm of independent public accountants, to pay principal, and premium, if any, and interest, if any, due on the outstanding Securities of that series and any related coupons at the Stated Maturity, or on the applicable Redemption Date, as the case may be, with respect to the outstanding Securities of that series and any related coupons;

(b) in the case of Legal Defeasance, the Company shall have delivered to the Trustee for the Securities of that series an Opinion of Counsel in the United States reasonably acceptable to such Trustee confirming that, subject to customary assumptions and exclusions, (1) the Company has received from, or there has been published by, the U.S. Internal Revenue Service a ruling or (2) since the Issue Date, there has been a change in the applicable U.S. federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel in the United States shall confirm that, subject to customary assumptions and exclusions, the Holders of the Outstanding Securities of that series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Legal Defeasance and will be subject to U.S. federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee for the Securities of that series an Opinion of Counsel in the United States reasonably acceptable to such Trustee confirming that, subject to customary assumptions and exclusions, the Holders of the Outstanding Securities of that series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such Covenant Defeasance and will be subject to such tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Event of Default or event which with the giving of notice or the lapse of time, or both, would become an Event of Default with respect to the Securities of that series shall have occurred and be continuing on the date of such deposit after giving effect to such Legal Defeasance or Covenant Defeasance and no Event of Default under Section 501(4) or Section 501(5) shall have occurred and be continuing on the 123rd day after such date;

(e) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under any material agreement or instrument to which the Company is a party or by which the Company is bound; and

(f) the Company shall have delivered to the Trustee for the Securities of that series an Officer’s Certificate and an Opinion of Counsel in the United States (which Opinion of Counsel may be subject to customary assumptions and exclusions) each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance, as the case may be, have been complied with.

SECTION 405. Satisfaction and Discharge of Indenture.

This Indenture will be discharged and will cease to be of further effect as to all Securities of any particular series issued hereunder when either (i) all Securities of that series theretofore authenticated and delivered and all coupons, if any, appertaining thereto (except (A) coupons appertaining to Bearer Securities surrendered for exchange for Registered Securities and maturing after such exchange, whose surrender is not required or has been waived as provided in Section 305, (B) lost, stolen or destroyed Securities or coupons of such series which have been replaced or paid as provided in Section 306, (C) coupons appertaining to Securities called for redemption and maturing after the relevant Redemption Date, whose surrender is not required as provided in Section 1106 and (D) Securities and coupons of such series for whose payment money has theretofore been deposited in trust and thereafter repaid to the Company or discharged from such trust, as provided in the last paragraph of Section 1003) have been delivered to the Trustee for the Securities of that series for cancellation or (ii) (A) all Securities of that series and any coupons appertaining thereto not theretofore delivered to Trustee for cancellation are due and payable by their terms within one year or have become due and payable by reason of the making of a notice of redemption and the Company has irrevocably deposited or caused to be deposited with such Trustee as trust funds in trust an amount of cash in any combination of currency or currency unit in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series and except as provided in Sections 311(b) and 311(d), in which case the deposit to be made with respect to Securities for which an election has occurred pursuant to Section 311(b) or a Conversion Event has occurred as provided in Section 311(d), shall be made in the currency or currency unit in which such Securities are payable as a result of such election or Conversion Event) sufficient to pay and discharge the entire indebtedness on such Securities and coupons not theretofore delivered to the Trustee for the Securities of that series for cancellation of principal, and premium, if any, and accrued and unpaid interest, if any, to the Stated Maturity or Redemption Date, as the case may be; (B) the Company has paid, or caused to be paid, all sums payable by it under this Indenture; and (C) the Company has delivered irrevocable instructions to the Trustee for the Securities of that series under this Indenture to apply the deposited money toward the payment of such Securities and coupons at the Stated Maturity or the Redemption Date, as the case may be. In addition, the Company must deliver an Officer's Certificate and an Opinion of Counsel to the Trustee for the Securities of that series stating that all conditions precedent to satisfaction and discharge have been satisfied.

SECTION 406. Survival of Certain Obligations.

Notwithstanding the satisfaction and discharge of, or release from obligations under, this Indenture and of the Securities of a particular series referred to in Sections 401, 402, 404 or 405, the respective obligations of the Company and the Trustee for the Securities of a particular series under Sections 303, 304, 305, 307, 309, 407, 408, 409, 410, and 508, Article Six, and Sections 701, 702, 1002, 1003, 1004 and 1006 shall survive with respect to Securities of that series until the Securities of that series are no longer outstanding, and thereafter the obligations of the Company and the Trustee for the Securities of a particular series with respect to that series under Sections 407, 408, 409, 410 and 607 shall survive. Nothing contained in this Article Four shall abrogate any of the obligations or duties of the Trustee of any series of Securities under this Indenture.

Notwithstanding the satisfaction of the conditions set forth in Sections 404 or 405 with respect to all the Securities of any series not payable in Dollars, upon the happening of any Conversion Event the Company shall be obligated to make the payments in Dollars required by Section 311 (d) to the extent that the Trustee is unable to convert any Foreign Currency or currency unit or currency unit in its possession pursuant to Sections 404 or 405 into the Dollar equivalent of such Foreign Currency or currency unit, as the case may be. If, after the deposits referred to in Sections 404 or 405 have been made, (x) the Holder of a Security is entitled to, and does, elect pursuant to Section 311(b) to receive payment in a currency or currency unit other than that in which the deposit pursuant to Sections 404 or 405 was made, or (y) a Conversion Event occurs as contemplated in Section 311(d), then the indebtedness represented by such Security shall be fully discharged to the extent that the deposit made with respect to such Security shall be converted into the currency or currency unit in which such Security is payable. The Trustee shall return to the Company any non-converted funds or securities in its possession after such payments have been made.

SECTION 407. Acknowledgment of Discharge by Trustee.

Subject to Section 410, after (i) the conditions of Section 404 or 405 have been satisfied with respect to the Securities of a particular series, (ii) the Company has paid or caused to be paid all other sums payable hereunder by the Company and (iii) the Company has delivered to the Trustee for the Securities of that series an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent referred to in clause (i) above relating to the satisfaction and discharge of, or release from obligations under, this Indenture have been complied with, the Trustee for the Securities of that series upon written request shall acknowledge in writing the discharge of, or release from, all of the Company's obligations under this Indenture except for those surviving obligations specified in this Article Four.

SECTION 408. Application of Trust Moneys.

All money and Government Obligations deposited with the Trustee for the Securities of a particular series pursuant to Section 404 or 405 in respect of the Securities of that series shall be held in trust and applied by it, in accordance with the provisions of such Securities and this Indenture, to the payment, either directly or through any Paying Agent as the Trustee may determine, to the Holders of the Securities and all related coupons of all sums due and to become due thereon for principal, and premium, if any, and interest, if any, but such money need not be segregated from other funds except to the extent required by law. The Company shall pay and indemnify the Trustee for the Securities of a particular series against any tax, fee or other charge imposed on or assessed against the Government Obligations deposited pursuant to Section 404 or 405 with respect to the Securities of that series or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of outstanding Securities of that series.

SECTION 409. Repayment to the Company; Unclaimed Money.

The Trustee and any Paying Agent for a series of Securities shall promptly pay or return to the Company upon Company Order any cash or Government Obligations held by them at any time that are not required for the payment of principal of, and premium, if any, and

interest, if any, on the Securities and all related coupons for Securities of that series for which cash or Government Obligations have been deposited pursuant to Section 404 or 405. Any money deposited with the Trustee or any Paying Agent for the Securities of any series, or then held by the Company, in trust for the payment of principal of, and premium, if any, and interest, if any, on any Security of any particular series and all related coupons appertaining thereto and remaining unclaimed for two years after such principal and premium, if any, and interest, if any, has become due and payable shall, unless otherwise required by mandatory provisions of applicable escheat, or abandoned or unclaimed property law, be paid to the Company on Company Request or (if then held by the Company) shall be discharged from such trusts; and the Holder of such Security and all related coupons shall, thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of such Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; provided, however, that such Trustee or such Paying Agent, before being required to make any such repayment may give written notice to the Holder of such Security in the manner set forth in Section 106, that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will, unless otherwise required by mandatory provisions of applicable escheat, or abandoned or unclaimed property law, be repaid to the Company, as the case may be.

SECTION 410. Reinstatement.

If the Trustee or Paying Agent for a series of Securities is unable to apply any cash or Government Obligations, as applicable, in accordance with Section 402, 403, 404 or 405 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's obligations under this Indenture and the Securities of that series shall be revived and reinstated as though no deposit had occurred pursuant to Section 402, 403, 404 or 405 until such time as the Trustee or Paying Agent for that series is permitted to apply all such cash or Government Obligations in accordance with Section 402, 403, 404 or 405; provided, however, that if the Company has made any payment of principal of, and premium, if any, and interest, if any, on any Securities and any related coupons because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Securities and such coupons to receive such payment from the cash or Government Obligations, as applicable, held by such Trustee or Paying Agent.

ARTICLE FIVE

REMEDIES

SECTION 501. Events of Default.

"Event of Default" wherever used herein with respect to any particular series of Securities means any one of the following events and such other events as may be established with respect to the Securities of such series as contemplated by Section 301 (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) default in the payment of any installment of interest upon any Security of that series and any related coupon when it becomes due and payable, and continuance of such default for a period of 30 days; or

(2) default in the payment of principal of, or premium, if any, on any Security of that series at its Maturity or default in the deposit of any sinking fund payment when and as due by the terms of any Security of that series; or

(3) default in the performance of, or breach of, any covenant or warranty of the Company or Holdings in respect of any Security of that series contained in this Indenture or in such Securities (other than a covenant or warranty a default in whose performance or whose breach is elsewhere in this Section specifically dealt with) or in the applicable Board Resolution, Officer's Certificate or supplemental indenture under which such series is issued as contemplated by Section 301 and continuance of such default or breach for a period of 90 days after there has been given, by registered or certified mail, to the Company by the Trustee for the Securities of such series or to the Company and such Trustee by the Holders of at least 25% in principal amount of the Outstanding Securities of that series a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder; or

(4) the Company or Holdings shall commence any case or proceeding seeking to have an order for relief entered on its behalf as debtor or to adjudicate it as bankrupt or insolvent or seeking reorganization, liquidation, dissolution, winding-up, arrangement, composition or readjustment of its debts or any other relief under any bankruptcy, insolvency, reorganization, liquidation, dissolution, arrangement, composition, readjustment of debt or other similar act or law of any jurisdiction, domestic or foreign, now or hereafter existing; or the Company or Holdings shall apply for a receiver, custodian or trustee (other than any trustee appointed as a mortgagee or secured party in connection with the issuance of indebtedness for borrowed money of the Company or Holdings) of it or for all or a substantial part of its property; or the Company or Holdings shall make a general assignment for the benefit of creditors; or the Company or Holdings shall take any corporate action in furtherance of any of the foregoing; or

(5) an involuntary case or other proceeding shall be commenced against the Company or Holdings with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect seeking the appointment of a trustee, receiver, liquidator, custodian or similar official of it or any substantial part of its property; and such case or other proceeding (A) results in the entry of an order for relief or a similar order against it or (B) shall continue unstayed and in effect for a period of 60 consecutive days; or

(6) any other Event of Default provided in the Security or the Board Resolution, Officer's Certificate or supplemental indenture with respect to Securities of that series.

For the avoidance of doubt, a default with respect to a single series of Securities under the Indenture will not constitute a default with respect to any other series of Securities issued under the Indenture.

SECTION 502. Acceleration of Maturity; Rescission and Annulment.

If an Event of Default with respect to any particular series of Securities and any related coupons occurs and is continuing (other than an Event of Default described in Section 501(4) or 501(5)), then and in every such case either the Trustee for the Securities of such series or the Holders of not less than 25% in principal amount of the Outstanding Securities of that series may declare the entire principal amount (or, in the case of (i) OID Securities, such lesser amount as may be provided for in the terms of that series or (ii) Indexed Securities, the amount determined in accordance with the specified terms of those Securities) of all the Securities of that series to be due and payable immediately, by a notice in writing to the Company (and to such Trustee if given by Holders), and upon any such declaration of acceleration such principal or such lesser amount, as the case may be, together with accrued interest and all other amounts owing hereunder, shall become immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived.

If any Event of Default specified in Section 501(4) or 501(5) occurs with respect to the Company, all of the unpaid principal amount (or, if the Securities of any series then outstanding are (i) OID Securities, such lesser amount as may be provided for in the terms of that series or (ii) Indexed Securities, the amount determined in accordance with the specified terms of those Securities) and accrued interest on all Securities of each series then outstanding shall ipso facto become and be immediately due and payable without any declaration or other act by the Trustee or any Holder.

At any time after such a declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee for the Securities of any series as hereinafter in this Article provided, the Holders of a majority in principal amount of the Outstanding Securities of that series, by written notice to the Company and such Trustee, may rescind and annul such declaration and its consequences if:

(1) the Company has paid or deposited with such Trustee a sum sufficient to pay in the currency or currency unit in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series and except as provided in Sections 311(b) and 311(d)):

(A) all overdue interest on all Securities of that series and any related coupons;

(B) the principal of, and premium, if any, on any Securities of that series which have become due otherwise than by such declaration of acceleration and interest thereon from the date such principal became due at a rate per annum equal to the rate borne by the Securities of such series (or, in the case of (i) OID Securities, the Securities' Yield to Maturity or (ii) Indexed Securities, the rate determined in accordance with the specified terms of those Securities), to the extent that the payment of such interest shall be legally enforceable;

(C) to the extent that payment of such interest is lawful, interest upon overdue interest at a rate per annum equal to the rate borne by the Securities of such series (or, in the case of (i) OID Securities, the Securities' Yield to Maturity or (ii) Indexed Securities, the rate determined in accordance with the specified terms of those Securities); and

(D) all sums paid or advanced by such Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of such Trustee, its agents and counsel and all other amounts due to such Trustee under Section 607;

and

(2) all Events of Default with respect to the Securities of such series, other than the nonpayment of the principal of Securities of that series which has become due solely by such acceleration, have been cured or waived as provided in Section 513.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

SECTION 503. Collection of Indebtedness and Suits for Enforcement by Trustee.

The Company covenants that if:

(1) a default is made in the payment of any interest upon any Security of any series and any related coupons when such interest becomes due and payable and such default continues for a period of 30 days, or

(2) a default is made in the payment of principal of, or premium, if any, on any Security of any series at its Maturity,

the Company will, upon demand of the Trustee for the Securities of such series, pay to it, for the benefit of the Holders of such Securities and coupons, the whole amount then due and payable on such Securities and coupons for principal, premium, if any, and interest, if any, with interest upon the overdue principal and premium, if any, and, to the extent that payment of such interest shall be legally enforceable, upon any overdue installments of interest at a rate per annum equal to the rate borne by such Securities (or, in the case of (i) OID Securities, the Securities' Yield to Maturity or (ii) Indexed Securities, the rate determined in accordance with the specified terms of those Securities); and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of such Trustee, its agents and counsel and all other amounts due to such Trustee under Section 607.

If the Company fails to pay such amounts forthwith upon such demand, such Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding against the Company for the collection of the sums so due and unpaid, and may prosecute such proceedings to judgment or final decree, and may enforce the same against the Company or any other obligor upon the Securities and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Company or any other obligor upon the Securities, wherever situated.

If an Event of Default with respect to Securities of any particular series occurs and is continuing, the Trustee for the Securities of such series may proceed to protect and enforce its rights and the rights of the Holders of Securities of that series by such appropriate judicial proceedings as such Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

SECTION 504. Trustee May File Proofs of Claim.

In case of any judicial proceeding relative to the Company (or any other obligor upon the Securities of any series), its property or its creditors, the Trustee for the Securities of such series, irrespective of whether the principal (or, if the Securities of such series are (i) OID Securities or (ii) Indexed Securities, such amount as may be due and payable with respect to such Securities pursuant to a declaration in accordance with Section 502) on any Security of such series shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether such Trustee shall have made any demand on the Company for the payment of overdue principal or interest, shall be entitled and empowered, by intervention in such proceeding or otherwise:

(i) to file and prove a claim for the whole amount of principal (or, if the Securities of such series are (i) OID Securities or (ii) Indexed Securities, such amount as may be due and payable with respect to such Securities pursuant to a declaration in accordance with Section 502), premium, if any, and interest, if any, owing and unpaid in respect of the Securities of such series and any related coupons and to file such other papers or documents as may be necessary or advisable in order to have the claims of such Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of such Trustee, its agents and counsel and all other amounts due to such Trustee under Section 607) and of the Holders of the Securities of such series and any related coupons allowed in such judicial proceeding;

(ii) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same; and

(iii) unless prohibited by law or applicable regulations, to vote on behalf of the Holders of the Securities of such series in any election of a trustee in bankruptcy or other person performing similar functions;

and any receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each Holder of Securities and coupons to make such payments to such Trustee, and in the event that such Trustee shall consent to the making of such

payments directly to the Holders of Securities and coupons, to pay to such Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of such Trustee, its agents and counsel, and any other amounts due such Trustee under Section 607. Nothing herein contained shall be deemed to authorize the Trustee for the Securities of any series to authorize or consent to or accept or adopt on behalf of any Holder of a Security or coupon any plan of reorganization, arrangement, adjustment or composition affecting the Securities of such series or the rights of any Holder thereof, or to authorize the Trustee for the Securities or coupons of any series to vote in respect of the claim of any Holder in any such proceeding, except as aforesaid, for the election of a trustee in bankruptcy or other person performing similar functions.

SECTION 505. Trustee May Enforce Claims Without Possession of Securities or Coupons.

All rights of action and claims under this Indenture or the Securities or coupons of any series may be prosecuted and enforced by the Trustee for the Securities of any series without the possession of any of the Securities or coupons of such series or the production thereof in any proceeding relating thereto, and any such proceeding instituted by such Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of such Trustee, its agents and counsel and all other amounts due to such Trustee under Section 607, be for the ratable benefit of the Holders of the Securities and coupons of such series in respect of which such judgment has been recovered.

SECTION 506. Application of Money Collected.

Any money collected by the Trustee for the Securities of any series pursuant to this Article with respect to the Securities or coupons of such series shall be applied in the following order, at the date or dates fixed by such Trustee and, in case of the distribution of such money on account of principal or premium, if any, or interest, if any, upon presentation of the Securities or coupons of such series, or both, as the case may be, and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

First: to the payment of all amounts due to such Trustee (including its agents and counsel) under Section 607;

Second: to the payment of the amounts then due and unpaid upon the Securities and coupons of such series for principal of, and premium, if any, and interest, if any, on such Securities in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Securities and coupons for principal, and premium, if any, and interest, if any, respectively; and

Third: the balance, if any, to the Person or Persons entitled thereto.

SECTION 507. Limitation on Suits.

No Holder of any Security of any particular series or any related coupons shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(1) an Event of Default with respect to that series shall have occurred and be continuing and such Holder shall have previously given written notice to the Trustee for the Securities of such series of such default and the continuance thereof;

(2) the Holders of not less than 25% in principal amount of the Outstanding Securities of that series shall have made written request to the Trustee for the Securities of such series to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Holder or Holders have offered to such Trustee indemnity satisfactory to it against the costs, expenses and liabilities to be incurred in compliance with such request;

(4) such Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(5) no direction inconsistent with such written request has been given to such Trustee during such 60-day period by the Holders of a majority in principal amount of the Outstanding Securities of that series; it being understood and intended and being expressly covenanted by the taker and holder of every Security, with every other taker and holder and with the Trustee that no one or more Holders of Securities of that series shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders of Securities of that series, or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all the Holders of Securities of that series (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Holders).

SECTION 508. Unconditional Right of Holders to Receive Principal, Premium, if any, and Interest, if any.

Notwithstanding any other provision in this Indenture, the Holder of any Security or coupon shall have the right which is absolute and unconditional to receive payment of principal of, and premium, if any, and (subject to Section 307) interest, if any, on such Security on the respective Stated Maturities expressed in such Security or coupon (or, in the case of redemption, on the Redemption Date) and to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Holder.

SECTION 509. Restoration of Rights and Remedies.

If the Trustee for the Securities of any series or any Holder of a Security or coupon has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to such Trustee or to such Holder, then and in every such case the Company, such Trustee and the Holders of Securities or coupons shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of such Trustee and such Holders shall continue as though no such proceeding had been instituted.

SECTION 510. Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities or coupons in the last paragraph of Section 306, no right or remedy herein conferred upon or reserved to the Trustee for the Securities of any series or to the Holders of Securities or coupons is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 511. Delay or Omission Not Waiver.

No delay or omission of the Trustee for the Securities of any series or of any Holder of any Security of such series to exercise any right or remedy accruing upon any Event of Default with respect to the Securities of such series shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to such Trustee for the Securities or coupons of any series or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by such Trustee or by the Holders, as the case may be.

SECTION 512. Control by Holders.

The Holders of not less than a majority in principal amount of the Outstanding Securities of any particular series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee for the Securities of such series with respect to the Securities of that series or exercising any trust or power conferred on such Trustee with respect to such Securities; provided that:

(1) such direction shall not be in conflict with any rule of law or with this Indenture and could not involve the Trustee in personal liability; and

(2) such Trustee may take any other action deemed proper by such Trustee and which is not inconsistent with such direction.

SECTION 513. Waiver of Past Defaults.

The Holders of not less than a majority in principal amount of the Outstanding Securities of any particular series and any related coupons may on behalf of the Holders of all the Securities of that series waive any past default hereunder with respect to that series and its consequences, except:

(1) a default in the payment of principal of, or premium, if any, or interest, if any, on any Security of that series; or

(2) a default with respect to a covenant or provision hereof which under Article Nine cannot be modified or amended without the consent of the Holder of each Outstanding Security of that series affected.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

SECTION 514. Undertaking for Costs.

All parties to this Indenture agree, and each Holder of any Security or coupon by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for the Securities or coupons of any series for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Trustee for the Securities of any series, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% in principal amount of the Outstanding Securities of any particular series or to any suit instituted by any Holder of any Security or coupon for the enforcement of the payment of principal of, or premium, if any, or interest, if any, on any Security of such series or the payment of any coupon on or after the respective Stated Maturities expressed in such Security or coupon (or, in the case of redemption, on or after the Redemption Date).

SECTION 515. Waiver of Stay or Extension Laws.

The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee for any series of Securities, but will suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 516. Judgment Currency.

If, for the purpose of obtaining a judgment in any court with respect to any obligation of the Company hereunder or under any Security or any related coupon, it shall become necessary to convert any amount in the currency or currency unit due hereunder or under such Security or coupon into any other currency or currency unit, then such conversion shall be made by the Currency Determination Agent at the Market Exchange Rate as in effect on the date

of entry of the judgment (the "Judgment Date"). If pursuant to any such judgment, conversion shall be made on a date (the "Substitute Date") other than the Judgment Date and there shall occur a change between the Market Exchange Rate as in effect on the Judgment Date and the Market Exchange Rate as in effect on the Substitute Date, the Company agrees to pay such Additional Amounts (if any) as may be necessary to ensure that the amount paid is equal to the amount in such other currency or currency unit which, when converted at the Market Exchange Rate as in effect on the Judgment Date, is the amount due hereunder or under such Security or coupon. Any amount due from the Company under this Section 516 shall be due as a separate debt and is not to be affected by or merged into any judgment being obtained for any other sums due hereunder or in respect of any Security or coupon. In no event, however, shall the Company be required to pay more in the currency or currency unit due hereunder or under such Security or coupon at the Market Exchange Rate as in effect on the Judgment Date than the amount of currency or currency unit stated to be due hereunder or under such Security or coupon so that in any event the Company's obligations hereunder or under such Security or coupon will be effectively maintained as obligations in such currency or currency unit, and the Company shall be entitled to withhold (or be reimbursed for, as the case may be) any excess of the amount actually realized upon any such conversion on the Substitute Date over the amount due and payable on the Judgment Date.

ARTICLE SIX

THE TRUSTEE

SECTION 601. Certain Duties and Responsibilities.

(a) Except during the continuance of an Event of Default with respect to the Securities of any series for which the Trustee is serving as such,

(1) such Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against such Trustee; and

(2) in the absence of bad faith on its part, such Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to such Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provisions hereof are specifically required to be furnished to such Trustee, such Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(b) In case an Event of Default with respect to a series of Securities has occurred and is continuing, the Trustee for the Securities of such series shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee for Securities of any series from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this Subsection shall not be construed to limit the effect of Subsection (a) of this Section;

(2) such Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) such Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in principal amount of the Outstanding Securities of any particular series, determined as provided in Sections 104 and 512, relating to the time, method and place of conducting any proceeding for any remedy available to such Trustee, or exercising any trust or power conferred upon such Trustee, under this Indenture with respect to the Securities of that series; and

(4) no provision of this Indenture shall require the Trustee for any series of Securities to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee for any series of Securities shall be subject to the provisions of this Section.

SECTION 602. Notice of Defaults.

Within 90 days after the occurrence of any default hereunder with respect to Securities of any particular series, the Trustee for the Securities of such series shall give to Holders of Securities of that series, in the manner set forth in Section 106, notice of such default actually known to a Responsible Officer of such Trustee, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of principal of, or premium, if any, or interest, if any, on any Security of that series, or in the deposit of any sinking fund payment with respect to Securities of that series, such Trustee shall be protected in withholding such notice if and so long as it in good faith determines that the withholding of such notice is in the interest of the Holders of Securities of that series and related coupons; and provided, further, that in the case of any default of the character specified in Section 501(3) with respect to Securities of that series no such notice to Holders shall be given until at least 30 days after the occurrence thereof. For the purpose of this Section, the term “default” means any event which is, or after notice or lapse of time or both would become, an Event of Default with respect to Securities of that series.

SECTION 603. Certain Rights of Trustee.

Except as otherwise provided in Section 601:

(a) the Trustee for any series of Security may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, discretion, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) the Trustee need not investigate any fact or matter stated in any document listed in clause (a);

(c) the Trustee shall receive and retain financial reports and statements of the Company as provided herein, but shall have no duty to review or analyze such reports or statements to determine compliance with covenants or other obligations of the Company;

(d) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution;

(e) whenever in the administration of this Indenture such Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith or willful misconduct on its part, conclusively rely upon an Officer's Certificate;

(f) such Trustee may consult with counsel of its selection and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(g) such Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of Securities of any series pursuant to this Indenture for which it is acting as Trustee, unless such Holders shall have offered to such Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(h) such Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, discretion, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but such Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters at it may see fit, and, if such Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, personally or by agent or attorney at the sole cost of the Company and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation;

(i) such Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and such Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(j) the Trustee shall not be charged with knowledge of any default or Event of Default with respect to the Securities unless either (1) a Responsible Officer shall have actual knowledge of such default or Event of Default or (2) written notice of such default or Event of Default shall have been given to the Trustee, at the Corporate Trust Office of the Trustee, by the Company or by any Holder of the Securities, and such notice references the Securities and the Indenture. Notwithstanding the foregoing, the Trustee should be deemed to have knowledge of any default or Event of Default with respect to matters set forth in Sections 501(1) and 501(2).

(k) the Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture;

(l) in no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action;

(m) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder;

(n) the Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder;

(o) the Trustee may request that the Company deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture;

(p) before the Trustee acts or refrains from acting, it may require an Officer’s Certificate and/or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on an Officer’s Certificate or Opinion of Counsel; and

(q) the Company will not, nor will the Trustee, Security Registrar or Paying Agent, have any responsibility or liability for any actions taken or not taken by the Depositary.

SECTION 604. Not Responsible for Recitals or Issuance of Securities.

The recitals contained herein and in the Securities, except the Trustee’s certificates of authentication thereof, and in any coupons shall be taken as the statements of the Company, and neither the Trustee for any series of Securities, nor any Authenticating Agent assumes any responsibility for their correctness. The Trustee for any series of Securities makes no representations as to the validity or sufficiency of this Indenture or of the Securities of any series or coupons. Neither the Trustee for any series of Securities nor any Authenticating Agent shall be accountable for the use or application by the Company of Securities or the proceeds thereof.

SECTION 605. May Hold Securities.

The Trustee for any series of Securities, any Authenticating Agent, Paying Agent, Security Registrar or any other agent of the Company or such Trustee, in its individual or any other capacity, may become the owner or pledgee of Securities and, subject to Sections 608 and 613, may otherwise deal with the Company with the same rights it would have if it were not such Trustee, Authenticating Agent, Paying Agent, Security Registrar or such other agent.

SECTION 606. Money Held in Trust.

Money held by the Trustee for any series of Securities in trust hereunder need not be segregated from other funds except as provided in Section 115 and except to the extent required by law. The Trustee for any series of Securities shall be under no liability for interest on any money received by it hereunder except as otherwise agreed in writing with the Company.

SECTION 607. Compensation and Reimbursement.

The Company agrees:

(1) to pay to the Trustee for any series of Securities from time to time such compensation as the Company and the Trustee shall from time to time agree in writing for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(2) except as otherwise expressly provided herein, to reimburse the Trustee for any series of Securities in Dollars upon its request for all reasonable expenses, disbursements and advances incurred or made by such Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the reasonable expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its gross negligence or willful misconduct; and

(3) to indemnify such Trustee or any predecessor Trustee and their agents in Dollars for, and to hold them harmless against, any loss, damage, claims, liability or expense, including taxes (other than taxes based upon, measured by or determined by the income of the Trustee) incurred without gross negligence or willful misconduct on their part, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending themselves against any claim (whether or not asserted by the Company, or any Holder or any other Person) or liability in connection with the exercise or performance of any of their powers or duties hereunder; or in connection with enforcing the provisions of this Section.

As security for the performance of the obligations of the Company under this Section the Trustee for any series of Securities shall have a lien prior to the Securities upon all property and funds held or collected by such Trustee as such, except funds held in trust for the payment of principal of, or premium, if any, or interest, if any, on particular Securities.

When the Trustee incurs expenses or renders services in connection with an Event of Default specified in Section 501(4) or (5), the expenses (including the reasonable charges and expenses of its counsel) and the compensation for the services are intended to constitute expenses of administration under any bankruptcy law.

The Company's obligations under this Section 607 and any lien arising hereunder shall survive the resignation or removal of the Trustee, the discharge of the Company's obligations pursuant to Article Four of this Indenture and/or the termination of this Indenture.

SECTION 608. Disqualification; Conflicting Interests.

The Trustee for the Securities shall be subject to the provisions of Section 310(b) of the Trust Indenture Act during the period of time required thereby. Nothing herein shall prevent the Trustee from filing with the Commission the application referred to in the penultimate paragraph of Section 310(b) of the Trust Indenture Act. In determining whether the Trustee has a conflicting interest as defined in Section 310(b) of the Trust Indenture Act with respect to the Securities of any series, there shall be excluded Securities of any particular series of Securities other than that series. Notwithstanding the foregoing, this Section 608 shall not apply to any series of Securities unless it is specified in the Board Resolution, Officer's Certificate or supplemental indenture pursuant to which such series of Securities are issued that the Trust Indenture Act shall apply to such series of Securities.

SECTION 609. Corporate Trustee Required; Different Trustees for Different Series; Eligibility.

There shall at all times be a Trustee hereunder which shall be

(i) a corporation organized and doing business under the laws of the United States of America, any State thereof, or the District of Columbia, authorized under such laws to exercise corporate trust powers, and subject to supervision or examination by federal or State authority, or

(ii) a corporation or other Person organized and doing business under the laws of a foreign government that is permitted to act as Trustee pursuant to a rule, regulation, or other order of the Commission, authorized under such laws to exercise corporate trust powers, and subject to supervision or examination by authority of such foreign government or a political subdivision thereof substantially equivalent to supervision or examination applicable to United States institutional trustees,

having a combined capital and surplus of at least $50,000,000. If such corporation publishes reports of condition at least annually, pursuant to law or to requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Neither the Company nor any Person

directly or indirectly controlling, controlled by, or under the common control with the Company shall serve as Trustee for the Securities. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereunder specified in this Article.

A different Trustee may be appointed by the Company for each series of Securities prior to the issuance of such Securities. If the initial Trustee for any series of Securities is to be other than Wells Fargo Bank, National Association, the Company and such Trustee shall, prior to the issuance of such Securities, execute and deliver an indenture supplemental hereto, which shall provide for the appointment of such Trustee as Trustee for the Securities of such series and shall add to or change any of the provisions of this Indenture as shall be necessary to facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustees co-trustees of the same trust and that each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee.

SECTION 610. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Trustee for the Securities of any series and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of Section 611.

(b) The Trustee for the Securities of any series may resign at any time with respect to the Securities of such series by giving written notice thereof to the Company. If the instrument of acceptance by a successor Trustee required by Section 611 shall not have been delivered to the Trustee for the Securities of such series within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction, at the expense of the Company, for the appointment of a successor Trustee with respect to the Securities of such series.

(c) The Trustee for the Securities of any series may be removed at any time with respect to the Securities of such series by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series, delivered to such Trustee and to the Company in writing not less than 30 days prior to the effective date of such removal. If the instrument of acceptance by a successor Trustee required by Section 611 shall not have been delivered to the Trustee for the Securities of such series within 30 days after the giving of such notice of removal, the Trustee being removed may petition any court of competent jurisdiction, at the expense of the Company, for the appointment of a successor Trustee with respect to the Securities of such series.

(d) If at any time:

(1) the Trustee for the Securities of any series shall fail to comply with Section 310(b) of the Trust Indenture Act pursuant to Section 608 hereof after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Security of such series for at least six months, unless the Trustee’s duty to resign is stayed in accordance with the provisions of Section 310(b) of the Trust Indenture Act, or

(2) such Trustee shall cease to be eligible under Section 609 and shall fail to resign after written request therefor by the Company or by any such Holder, or

(3) such Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of such Trustee or of its property shall be appointed or any public officer shall take charge or control of such Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (i) the Company may remove such Trustee or (ii) subject to Section 514, any Holder who has been a bona fide Holder of a Security of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of such Trustee and the appointment of a successor Trustee.

(e) If the Trustee for the Securities of any series shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for the Securities of any series for any cause, the Company shall promptly appoint a successor Trustee with respect to the Securities of such series and shall comply with the applicable requirements of Section 611. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee with respect to the Securities of such series shall be appointed by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series delivered to the Company and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment in accordance with the applicable requirements of Section 611, become the successor Trustee for the Securities of such series and supersede the successor Trustee appointed by the Company. If no successor Trustee for the Securities of such series shall have been so appointed by the Company or the Holders and shall have accepted appointment in the manner required by Section 611, and if such Trustee is still incapable of acting, any Holder who has been a bona fide Holder of a Security of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

(f) The Company shall give notice of each resignation and each removal of the Trustee with respect to the Securities of any series and each appointment of a successor Trustee with respect to the Securities of any series in the manner and to the extent provided in Section 106. Each notice shall include the name of the successor Trustee with respect to the Securities of that series and the address of its Corporate Trust Office.

(g) Notwithstanding the foregoing, any references to the Trust Indenture Act in this Section 610 shall not apply to any series of Securities unless it is specified in the Board Resolution, Officer’s Certificate or supplemental indenture pursuant to which such series of Securities are issued that the Trust Indenture Act shall apply to such series of Securities.

SECTION 611. Acceptance of Appointment by Successor.

(a) Every such successor Trustee appointed hereunder with respect to the Securities of any series shall execute, acknowledge and deliver to the Company and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on the written request of the Company or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder.

(b) In case of the appointment hereunder of a successor Trustee with respect to the Securities of one or more (but not all) series, the Company, the retiring Trustee and each successor Trustee with respect to the Securities of one or more series shall execute and deliver an indenture supplemental hereto wherein each successor Trustee shall accept such appointment and which (1) shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, each successor Trustee all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates, (2) if the retiring Trustee is not retiring with respect to all Securities, shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series as to which the retiring Trustee is not retiring shall continue to be vested in the retiring Trustee and (3) shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustees co-trustees of the same trust and each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee; and upon the execution and delivery of such supplemental indenture the resignation or removal of the retiring Trustee shall become effective to the extent provided therein and each such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates; but, on written request of the Company or any successor Trustee, such retiring Trustee shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder with respect to the Securities of that or those series to which the appointment of such successor Trustee relates.

(c) Upon request of any such successor Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts referred to in Subsections (a) or (b) of this Section, as the case may be.

(d) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee for the Securities of any series shall be qualified and eligible under this Article.

(e) The current Trustee shall have no responsibility or liability for any action or inaction of a successor Trustee.

SECTION 612. Merger, Conversion, Consolidation or Succession to Business.

Any corporation into which the Trustee for the Securities of any series may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which such Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of such Trustee, shall be the successor of such Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Securities shall have been authenticated, but not delivered, by the Trustee or the Authenticating Agent for such series then in office, any successor by merger, conversion or consolidation to such authenticating Trustee or Authenticating Agent, as the case may be, may adopt such authentication and deliver the Securities so authenticated with the same effect as if such successor Trustee or successor Authenticating Agent had itself authenticated such Securities.

SECTION 613. Preferential Collection of Claims Against Company.

If and when the Trustee shall be or shall become a creditor, directly or indirectly, secured or unsecured, of the Company (or any other obligor upon the Debt Securities), the Trustee shall be subject to the provisions of the Trust Indenture Act regarding collection of claims against the Company (or any such other obligor). A Trustee who has resigned or been removed shall be subject to Section 311(a) of the Trust Indenture Act to the extent indicated. Notwithstanding the foregoing, this Section 613 shall not apply to any series of Securities unless it is specified in the Board Resolution, Officer's Certificate or supplemental indenture pursuant to which such series of Securities are issued that the Trust Indenture Act shall apply to such series of Securities.

SECTION 614. Authenticating Agents.

From time to time the Trustee for the Securities of any series may, subject to its sole discretion, appoint one or more Authenticating Agents reasonably acceptable to the Company with respect to the Securities of such series, which may include the Company or any Affiliate of the Company, with power to act on the Trustee's behalf and subject to its discretion in the authentication and delivery of Securities of such series in connection with transfers and exchanges under Sections 304, 305 and 1107 as fully to all intents and purposes as though such Authenticating Agent had been expressly authorized by those Sections of this Indenture to authenticate and deliver Securities of such series. For all purposes of this Indenture, the authentication and delivery of Securities of such series by an Authenticating Agent for such Securities pursuant to this Section shall be deemed to be authentication and delivery of such Securities "by the Trustee" for the Securities of such series.

Any such Authenticating Agent shall at all times be a corporation organized and doing business under the laws of the United States or of any State, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $50,000,000 and subject to supervision or examination by federal or State authority. If such Authenticating Agent publishes reports of condition at least annually pursuant to law or the requirements of such supervising or examining authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time an Authenticating Agent for any series of Securities shall cease to be eligible in accordance with the provisions of this Section, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section. Notwithstanding the foregoing, this paragraph shall not apply with respect to any series of Securities unless it is specified in the Board Resolution, Officer's Certificate or supplemental indenture pursuant to which such series of Securities are issued that the Trust Indenture Act shall apply to such series of Securities.

Any corporation into which any Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, consolidation or conversion to which any Authenticating Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of any Authenticating Agent, shall be the successor of such Authenticating Agent hereunder, if such successor corporation is otherwise eligible under this Section, without the execution or filing of any paper or any further act on the part of the parties hereto or the Authenticating Agent or such successor corporation.

Any Authenticating Agent for any series of Securities may resign at any time by giving written notice of resignation to the Trustee for such series and to the Company. The Trustee for any series of Securities may at any time terminate the agency of any Authenticating Agent by giving written notice of termination to such Authenticating Agent and to the Company in the manner set forth in Section 105. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any Authenticating Agent for any series of Securities shall cease to be eligible under this Section, the Trustee for such series may appoint a successor Authenticating Agent, shall give written notice of such appointment to the Company and shall give written notice of such appointment to all Holders of Securities of such series in the manner set forth in Section 106. Any successor Authenticating Agent, upon acceptance of its appointment hereunder, shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authenticating Agent. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section.

The Company agrees to pay to any Authenticating Agent for such series from time to time reasonable compensation for its services. If an appointment with respect to one or more series of Securities is made pursuant to this Section, the Securities of such series may have endorsed thereon, in addition to the Trustee's certification of authentication, an alternate certificate of authentication in the following form:

"This is one of the Securities of the series designated therein described in the within-mentioned Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
As Authenticating Agent

By: _____
Authorized Signatory

ARTICLE SEVEN

HOLDERS' LISTS AND REPORTS BY TRUSTEE AND HOLDINGS

SECTION 701. Company to Furnish Trustee Names and Addresses of Holders.

With respect to each particular series of Securities, the Company will furnish or cause to be furnished to the Trustee for the Securities of such series,

(a) semiannually, not more than 15 days after each Regular Record Date relating to that series (or, if there is no Regular Record Date relating to that series, on June 30 and December 31), a list, in such form as such Trustee may reasonably require, containing all the information in the possession or control of the Company or any of its Paying Agents other than such Trustee as to the names and addresses of the Holders of that series as of such dates,

(b) on semi-annual dates on each year to be determined pursuant to Section 301 if the Securities of such series do not bear interest, a list of similar form and content, and

(c) at such other times as such Trustee may request in writing, within 30 days after the receipt by the Company of any such request, a list of similar form and content as of a date not more than 15 days prior to the time such list is furnished,

provided, however, that if the Trustee is the Security Registrar for any series of Securities, no such list shall be required to be furnished for such series of Securities by the Company and the Trustee shall preserve in as current form as is reasonably practicable the most recent list available to it of the names and addresses of Holders.

SECTION 702. Preservation of Information; Communications to Holders.

(a) The Trustee for each series of Securities shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders of the Securities of such series contained in the most recent lists furnished to such Trustee as provided in Section 701 and the names and addresses of Holders of the Securities of such series received by such Trustee in its capacity as Security Registrar for such series, if so acting. The Trustee for each series of Securities may destroy any list relating to such series of Securities furnished to it as provided in Section 701 upon receipt of a new list relating to such series so furnished.

(b) If three or more Holders of Securities of any particular series (hereinafter referred to as "applicants") apply in writing to the Trustee for the Securities of any such series, and furnish to such Trustee reasonable proof that each such applicant has owned a Security of that series for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with other Holders of Securities of that series with respect to their rights under this Indenture or under the Securities of that series and is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then such Trustee shall, within five Business Days after the receipt of such application, at its election, either

(i) afford such applicants access to the information preserved at the time by such Trustee in accordance with Section 702(a), or

(ii) inform such applicants as to the approximate number of Holders of Securities of that series whose names and addresses appear in the information preserved at the time by such Trustee in accordance with Section 702(a), and as to the approximate cost of mailing to such Holders the form of proxy or other communication, if any, specified in such application.

If any such Trustee shall elect not to afford such applicants access to that information, such Trustee shall, upon the written request of such applicants, mail to each Holder of Securities of that series whose name and address appears in the information preserved at the time by such Trustee in accordance with Section 702(a), a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to such Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing, unless within five days after such tender, such Trustee shall mail to such applicants and file with the Commission, together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of such Trustee, such mailing would be contrary to the best interests of the Holders of Securities of that series or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If the Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections or if, after the entry of an order sustaining one or more of such objections, the Commission shall find, after notice and opportunity for hearing, that all the objections so sustained have been met and shall enter an order so declaring, such Trustee shall mail copies of such material to all such Holders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise such Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

(c) Every Holder of Securities of each series or coupons, by receiving and holding the same, agrees with the Company and the Trustee for the Securities of such series that neither the Company nor such Trustee, nor any agent of either of them shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Holders of the Securities of such series in accordance with Section 702 (b), regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under Section 702(b).

SECTION 703. Reports by Trustee.

(a) Within 60 days after May 15 of each year (beginning in May of 2016), the Trustee for the Securities of each series shall send to each Holder of the Securities of such series entitled to receive reports pursuant to Section 704, a brief report dated as of such date that complies with Section 313(a) of the Trust Indenture Act. The Trustee for the Securities of each series shall also comply with Sections 313(b), 313(c) and 313(d) of the Trust Indenture Act. Notwithstanding the foregoing, the references to the Trust Indenture Act in this Section 703 shall not apply to any series of Securities unless it is specified in the Board Resolution, Officer's Certificate or supplemental indenture pursuant to which such series of Securities are issued that the Trust Indenture Act shall apply to such series of Securities.

(b) At the time that the Trustee for the Securities of each series mails such a report to the Holders of Securities of such series, each such Trustee shall file a copy of that report with the Commission and with each stock exchange on which the Securities of that series are listed. The Company shall provide prompt written notice to the appropriate Trustee when the Securities of any series are listed on any stock exchange and of any delisting thereof.

SECTION 704. Reports by Holdings.

(a) Whether or not Holdings is subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, Holdings will file with the Commission (subject to Section 704(b)), and provide to the Trustee and Holders of the Securities, within the time periods specified in such Sections:

(1) all quarterly and annual reports that would be required to be filed with the Commission on Forms 10-Q and 10-K if Holdings were required to file such reports; and

(2) all current reports that would be required to be filed with the Commission on Form 8-K if Holdings were required to file such reports.

(b) If, at any time, Holdings is not subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934 for any reason, Holdings will nevertheless continue filing the reports specified in Section 704(a) with the Commission within the time periods required, unless the Commission will not accept such a filing. Holdings agrees that it will not take any action for the purpose of causing the Commission not to accept such filings. If, notwithstanding the foregoing, the Commission will not accept such filings for any reason, Holdings will post the reports specified in Section 704(a) on its website within the time periods that would apply if Holdings were required to file those reports with the Commission.

(c) For purposes of this Section 704, Holdings will be deemed to have provided a required report to the Trustee and the Holders of the Securities if it has timely filed such report with the Commission via the EDGAR filing system (or any successor system); it being understood that the Trustee shall have no responsibility to determine if such filings have been made.

(d) Notwithstanding the foregoing, if any parent entity of Holdings has filed with the Commission the information described in this Section 704 with respect to such parent entity of Holdings, Holdings shall be deemed to be in compliance with the provisions of this Section 704; provided that, if such parent entity has material assets or operations other than those that are owned or operated by Holdings and its Subsidiaries, such parent entity will provide to the Trustee and the Holders of the Securities financial information that explains in reasonable detail the differences between the information relating to such parent entity, on the one hand, and the information relating to Holdings and its Subsidiaries, on the other hand.

(e) Delivery of reports, information and documents to the Trustee pursuant to this Section 704 is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's or Holdings' compliance with any of their covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer's Certificates).

ARTICLE EIGHT

SUCCESSORS

SECTION 801. Company and Holdings May Consolidate, Etc., Only on Certain Terms.

(a) The Company shall not consolidate with or merge into any other corporation or convey, transfer or lease all or substantially all of its properties and assets to any Person unless:

(1) (A) the Company is the continuing corporation or the corporation formed by such consolidation or into which the Company is merged or the Person which acquires by conveyance or transfer the properties and assets of the Company substantially as an entirety (the "successor purchaser") shall be a corporation organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, and (B) such successor purchaser (if not the Company) shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee for each series of Securities, in form satisfactory to each such Trustee, the due and punctual payment of principal of, and premium, if any, and interest, if any (including all additional amounts, if any, payable pursuant to Sections 516 or 1010), on all the Securities and any related coupons and the performance of every covenant of this Indenture on the part of the Company to be performed or observed;

(2) immediately after giving effect to such transaction, no Event of Default with respect to any series of Securities shall have happened and be continuing; and

(3) the Company has delivered to the Trustee for each series of Securities an Officer's Certificate and an Opinion of Counsel each stating that such consolidation, merger, conveyance or transfer and such supplemental indenture, if applicable, comply with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.

(b) Holdings shall not consolidate with or merge into any other corporation or convey, transfer or lease all or substantially all of its properties and assets to any Person unless:

(1) (A) Holdings is the continuing corporation or the corporation formed by such consolidation or into which Holdings is merged or the Person which acquires by conveyance or transfer the properties and assets of Holdings substantially as an entirety (the "successor purchaser") shall be a corporation organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, and (B) such successor purchaser (if not Holdings) shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee for each series of Securities, in form satisfactory to each such Trustee, Holdings' Guarantee and the performance of every covenant of this Indenture on the part of Holdings to be performed or observed;

(2) immediately after giving effect to such transaction, no Event of Default with respect to any series of Securities shall have happened and be continuing; and

(3) the Company has delivered to the Trustee for each series of Securities an Officer's Certificate and an Opinion of Counsel each stating that such consolidation, merger, conveyance or transfer and such supplemental indenture, if applicable, comply with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.

SECTION 802. Successor Corporation Substituted.

Upon any consolidation or merger of the Company or Holdings, or any conveyance or transfer of the properties and assets of the Company or Holdings substantially as an entirety, in each case in accordance with Section 801, the successor corporation formed by such consolidation or into which the Company or Holdings, as applicable, is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company or Holdings, as applicable, under this Indenture with the same effect as if such successor corporation had been named as the Company or Holdings herein, as applicable, and thereafter the predecessor corporation shall be relieved of all obligations and covenants under this Indenture, the Securities and any related coupons and, in the event of any such consolidation, merger, conveyance or transfer, the Company or Holdings as the predecessor corporation, as applicable, may thereupon or at any time thereafter be dissolved, wound up, or liquidated.

ARTICLE NINE

SUPPLEMENTAL INDENTURES

SECTION 901. Amendments or Supplements without Consent of Holders.

Notwithstanding Section 902 of this Indenture, without the consent of any Holders of Securities or coupons, the Company, the Guarantors, as applicable, and the Trustee for the Securities of any or all series, at any time and from time to time, may amend or supplement the Indenture or any Securities issued hereunder, in form satisfactory to such Trustee, for any of the following purposes:

(1) to evidence the succession of another corporation to the Company or Holdings, and the assumption by any such successor of the covenants of the Company or Holdings herein, as applicable, and in the Securities; or

(2) to add to the covenants of the Company, Holdings or any other Guarantor for the benefit of the Holders of all or any particular series of Securities and any related coupons (and, if such covenants are to be for the benefit of fewer than all series of Securities, stating that such covenants are being included solely for the benefit of such series), or to surrender any right or power herein conferred upon the Company, Holdings or any other Guarantor; or

(3) to add any additional Events of Default with respect to any or all series of Securities (and, if any such Event of Default applies to fewer than all series of Securities, stating each series to which such Event of Default applies); or

(4) to add to or to change any of the provisions of this Indenture to provide that Bearer Securities may be registrable as to principal, to change or eliminate any restrictions on the payment of principal of, or any premium or interest on Bearer Securities, to permit Bearer Securities to be issued in exchange for Registered Securities, to permit Bearer Securities to be issued in exchange for Bearer Securities of other authorized denominations, to provide for the issuance of uncertificated Securities of any series in addition to or in place of any certificated Securities and to make all appropriate changes for such purposes; provided, however, that any such action shall not adversely affect the interests of the Holders of Securities of any series or any related coupons in any material respect; or

(5) to change or eliminate any of the provisions of this Indenture; provided, however, that any such change or elimination shall become effective only when there is no Security Outstanding of any series created prior to the execution of such supplemental indenture which is entitled to the benefit of such provision; or

(6) to evidence and provide for the acceptance of appointment hereunder of a Trustee (other than Wells Fargo Bank, National Association as Trustee) for a series of Securities and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 609; or

(7) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities of one or more series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 611(b); or

(8) to add to the conditions, limitations and restrictions on the authorized amount, form, terms or purposes of issue, authentication and delivery of Securities, as herein set forth, other conditions, limitations and restrictions thereafter to be observed; or

(9) to supplement any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the defeasance and discharge of any series of Securities pursuant to Section 401; provided, however, that any such action shall not adversely affect the interests of the Holders of Securities of such series and any related coupons or any other series of Securities in any material respect; or

(10) to add to or change or eliminate any provisions of this Indenture as shall be necessary or desirable in accordance with any amendments to the Trust Indenture Act or modify this Indenture, if necessary with respect to a series of Securities, in order to continue its qualification with respect to such series of Securities under the Trust Indenture Act; or

(11) to establish the form and terms of any series of Securities; or

(12) to reduce the minimum denomination of any series of Securities; or

(13) to add Guarantees with respect to the Securities of such series or to confirm and evidence the release, termination or discharge of any such Guarantee when such release, termination or discharge is permitted under this Indenture;

(14) to convey, transfer, assign, mortgage or pledge any property to or with the Trustee for the Securities of any series, or to confirm and evidence the release, termination, discharge or retaking of any Lien with respect to or securing the Securities of any series when such release, termination, discharge or retaking is provided for under this Indenture; or

(15) make such provisions as may be necessary to issue any Securities in exchange for existing Securities pursuant to a registration rights agreement or similar agreement; or

(16) to conform the provisions of this Indenture with respect to any series of Securities or the terms of such series of Securities to any provision of the “Description of Notes” in any offering memorandum or prospectus relating to the issuance of such series; or

(17) to cure any ambiguity, omission, mistake, defect or error, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to surrender any right or power herein conferred upon the Company, Holdings or any other Guarantor, or to make any other provisions with respect to matters or questions arising under this Indenture, provided such action shall not adversely affect the interests of the Holders of Securities of any particular series in any material respect.

SECTION 902. Amendments or Supplements with Consent of Holders.

The Company, the Guarantors, as applicable, and the Trustee for the Securities of any or all series may enter into an amendment or supplement to this Indenture or any Securities issued hereunder for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of such Securities and any related coupons under this Indenture, but only with the consent of the Holders of more than 50% in aggregate principal amount of the Outstanding Securities of each series of Securities then Outstanding affected thereby, in each case by Act of said Holders of Securities of each such series delivered to the Company and the Trustee for Securities of each such series; provided, however, that no such amendment or supplement shall, without the consent of the Holder of each Outstanding Security affected thereby:

(1) change the Stated Maturity of the principal of, or any installment of principal of or interest on, any Security, or reduce the principal amount thereof or the rate of interest thereon, if any (or, in the case of OID Securities, reduce the rate of accretion of original issue discount), or any premium payable upon the redemption thereof, or change any obligation of the Company to pay Additional Amounts pursuant to Section 1010 (except as contemplated by Section 801(1) and permitted by Section 901(1)) or reduce the amount of the principal of an OID Security that would be due and payable upon a declaration of acceleration of the Maturity thereof, or provable in bankruptcy, or, in the case of Indexed Securities, reduce the amount payable in accordance with the terms of those Securities upon a declaration of acceleration of the Maturity thereof, or provable in bankruptcy, pursuant to Section 502, or change the Place of Payment, or the currency or currency unit in which any Security or the principal or interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment or with respect to such Holder's Securities; or impair any right of Holders of Securities hereunder to receive payment of principal of and interest on such Holder's Securities on or after the due dates thereof; reduce or alter the method of computation of any amount payable upon redemption, repayment or purchase of any Securities by the Company (or the time when such redemption, repayment or purchase may be made); make any change in the ranking or priority of any Securities that would adversely affect the Holders of such Securities; or adversely affect the right to convert or exchange any Security into other securities of the Company or another Person as may be provided pursuant to Section 301;

(2) reduce the percentage in principal amount of the Outstanding Securities of any particular series, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided for in this Indenture; or

(3) modify any of the provisions of this Section or Section 513 or 1009, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Security affected thereby; provided, however, that this clause shall not be deemed to require the consent of any Holder of a Security or coupon with respect to changes in the references to "the Trustee" and concomitant changes in this Section and Section 1009, or the deletion of this proviso, in accordance with the requirements of Sections 609, 61l(b), 901(6) and 901(7).

A supplemental indenture which changes or eliminates any covenant or other provision of this Indenture which has expressly been included solely for the benefit of one or more particular series of Securities, or which modifies the rights of the Holders of Securities of such series with respect to such covenant or other provision, shall be deemed not to affect the rights under this Indenture of the Holders of Securities of any other series.

It shall not be necessary for any Act of Holders under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

SECTION 903. Execution of Supplemental Indentures.

In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee for any series of Securities shall receive, and (subject to Section 601) shall be fully protected in conclusively relying upon, an Officer's Certificate and an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture and that such supplemental indenture is the legal, valid and binding obligation of the Company, enforceable against the Company and any Guarantor party thereto in accordance with its terms. The Trustee for any series of Securities may, but shall not be obligated to, enter into any such supplemental indenture which affects such Trustee's own rights, liabilities, duties or immunities under this Indenture or otherwise.

SECTION 904. Effect of Supplemental Indentures.

Upon the execution of any supplemental indenture under this Article, this Indenture shall be modified in accordance therewith and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Securities theretofore or thereafter authenticated and delivered hereunder and of any coupons appertaining thereto shall be bound thereby.

SECTION 905. Conformity With Trust Indenture Act.

Each supplemental indenture executed pursuant to this Article shall conform to the requirements of the Trust Indenture Act as then in effect; provided that this Section 905 shall not apply to any series of Securities unless it is specified in the Board Resolution, Officer's Certificate or supplemental indenture pursuant to which such series of Securities are issued that the Trust Indenture Act shall apply to such series of Securities.

SECTION 906. Reference in Securities to Supplemental Indentures.

Securities of any particular series authenticated and delivered after the execution of any supplemental indenture pursuant to this Article may, and shall if required by the Trustee for the Securities of such series, bear a notation in form approved by such Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Securities of any series and any related coupons so modified as to conform to any such supplemental indenture may be prepared and executed by the Company and such Securities may be authenticated and delivered by such Trustee in exchange for Outstanding Securities of such series and any related coupons.

ARTICLE TEN

COVENANTS

SECTION 1001. Payment of Principal, Premium, if any, and Interest, if any.

The Company agrees, for the benefit of each particular series of Securities, that it will duly and punctually pay in the currency or currency unit in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series and except as provided in Sections 311(b) and 311(d)) principal of, and premium, if any, and interest, if any, on that series of Securities in accordance with the terms of the Securities of such series, any coupons appertaining thereto and this Indenture. On or before 10:00 a.m., New York City time, on the applicable payment date, the Company shall deposit with the Paying Agent money sufficient to pay the principal of and interest, if any, on the Securities of each Series in accordance with the terms of such Securities and this Indenture. Unless otherwise specified as contemplated by Section 301 with respect to any series of Securities, any interest due on Bearer Securities on or before Maturity shall be payable only upon presentation and surrender of the several coupons for such interest installments as are evidenced thereby as they severally mature. The interest, if any, due in respect of any temporary or permanent Global Security, together with any additional amounts payable in respect thereof, as provided in the terms and conditions of such Security, shall be payable, subject to the conditions set forth in Section 1010, only upon presentation of such Security to the Trustee thereof for notation thereon of the payment of such interest.

SECTION 1002. Maintenance of Office or Agency.

If Securities of a series are issuable only as Registered Securities, the Company will maintain in each Place of Payment for that series an office or agency where Securities of that series may be presented or surrendered for payment, an office or agency where Securities of that series may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company with respect to the Securities of that series and this Indenture may be served. If Securities of a series are issuable as Bearer Securities, the Company will maintain (A) an office or agency (which may be the same office or agency) in a Place of Payment for that series in the United States where any Registered Securities of that series may be presented or surrendered for payment, where any Registered Securities of that series may be surrendered for registration of transfer, where Securities of that series may be surrendered for exchange, where notices and demands to or upon the Company in respect of the Securities of that series and this Indenture may be served and where Bearer Securities of that series and related coupons may be presented or surrendered for payment in the circumstances described in the following paragraph (and not otherwise), (B) subject to any laws or regulations applicable thereto, in a Place of Payment for that series which is located outside the United States, an office or agency where Securities of that series and related coupons may be presented and surrendered for payment; provided, however, that if the Securities of that series are listed on any stock

exchange located outside the United States and such stock exchange shall so require, the Company will maintain a Paying Agent for the Securities of that series in any required city located outside the United States, so long as the Securities of that series are listed on such exchange, and (C) subject to any laws or regulations applicable thereto, in a Place of Payment for that series located outside the United States an office or agency where any Registered Securities of that series may be surrendered for registration of transfer, where Securities of that series may be surrendered for exchange and where notices and demands to or upon the Company in respect of the Securities of that series and this Indenture may be served. The Company will give prompt written notice to the Trustee for the Securities of that series of the location, and any change in the location, of any such office or agency. If at any time the Company shall fail to maintain any such required office or agency in respect of any series of Securities or shall fail to furnish the Trustee for the Securities of that series with the address thereof, such presentations (to the extent permitted by law), and surrenders of Securities of that series may be made and notices and demands may be made or served at the Corporate Trust Office of such Trustee, except that Bearer Securities of that series and the related coupons may be presented and surrendered for payment at the offices specified in the Security, and the Company hereby appoints the same as its agent to receive such respective presentations, surrenders, notices and demands.

No payment of principal of, or premium, if any, or interest, if any, on Bearer Securities shall be made at any office or agency of the Company in the United States or by check mailed to any address in the United States or by transfer to an account maintained with a bank located in the United States. Payments will not be made in respect of Bearer Securities or coupons appertaining thereto pursuant to presentation to the Company or its designated Paying Agents within the United States. Notwithstanding the foregoing, payment of principal of, and premium, if any, and interest, if any, on any Bearer Security denominated and payable in Dollars will be made at the office of the Company's Paying Agent in the United States, if, and only if, payment in Dollars of the full amount of such principal, premium or interest, as the case may be, at all offices or agencies outside the United States maintained for that purpose by the Company in accordance with this Indenture is illegal or effectively precluded by exchange controls or other similar restrictions and the Company has delivered to the Trustee an Opinion of Counsel to that effect.

The Company may also from time to time designate one or more other offices or agencies (in or outside the Place of Payment) where the Securities of one or more series may be presented or surrendered for any or all of the purposes specified above in this Section and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in each Place of Payment for such purpose. The Company will give prompt written notice to the Trustee for the Securities of each series so affected of any such designation or rescission and of any change in the location of any such office or agency.

If and so long as the Securities of any series (i) are denominated in a currency other than Dollars and (ii) may be payable in a currency other than the currency in which such Securities are denominated, or so long as it is required under any other provision of the Indenture, then the Company will maintain with respect to each such series of Securities, or as so required, a Currency Determination Agent.

SECTION 1003. Money for Securities Payments To Be Held in Trust.

If the Company shall at any time act as its own Paying Agent with respect to any particular series of Securities and any related coupons, it will, on or before each due date of principal of, and premium, if any, or interest, if any, on any of the Securities of that series, segregate and hold in trust for the benefit of the Persons entitled thereto a sum in the currency or currency unit in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such series and except as provided in Sections 311(b) and 311(d)) sufficient to pay the principal, premium, if any, and interest, if any, so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided, and will promptly notify the Trustee for the Securities of such series in writing of its action or failure so to act.

Whenever the Company shall have one or more Paying Agents for any particular series of Securities and any related coupons, it will, on or before each due date of principal of, or premium, if any, or interest, if any, on any such Securities, deposit with a Paying Agent for the Securities of such series a sum (in the currency or currency unit described in the preceding paragraph) sufficient to pay the principal, premium, if any, and interest, if any, so becoming due, such sum to be held in trust for the benefit of the Persons entitled thereto, and (unless such Paying Agent is the Trustee for the Securities of such series) the Company will promptly notify such Trustee in writing of its action or failure so to act.

The Company will cause each Paying Agent for any particular series of Securities other than the Trustee for the Securities of such series to execute and deliver to such Trustee an instrument in which such Paying Agent shall agree with such Trustee, subject to the provisions of this Section, that such Paying Agent will:

(1) hold all sums held by it for the payment of principal of, or premium, if any, or interest, if any, on Securities of that series in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(2) give such Trustee written notice of any default by the Company (or any other obligor upon the Securities) in the making of any payment of principal of, and premium, if any, and interest, if any, on Securities of that series; and

(3) at any time during the continuation of any such default, upon the written request of such Trustee, forthwith pay to such Trustee all sums so held in trust by such Paying Agent.

The Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee for the Securities of any series all sums held in trust by the Company or such Paying Agent, such sums to be held by such Trustee upon the same trusts as those upon which such sums were held by the Company or such Paying Agent; and, upon such payment by any Paying Agent to such Trustee, such Paying Agent shall be released from all further liability with respect to such money.

SECTION 1004. Payment of Taxes and Other Claims.

The Company will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, all taxes, assessments and governmental charges levied or imposed upon it or upon its income, profits or property; provided, however, that the Company shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings.

SECTION 1005. Statements as to Compliance.

The Company will deliver to the Trustee for each series of Securities, within 120 days after the end of each fiscal year of Holdings, a written statement signed by the principal executive officer, principal financial officer or principal accounting officer of the Company (complying with Section 314(a)(4) of the Trust Indenture Act if the Board Resolutions, Officer's Certificate or supplemental indenture pursuant to which a series of Securities were issued specifies that the Trust Indenture Act applies to such series of Securities), stating that:

(1) a review of the activities of the Company and Holdings during such year and of performance under this Indenture has been made under his or her supervision; and

(2) to the best of his or her knowledge, based on such review, the Company and Holdings are in compliance with all conditions and covenants under this Indenture.

For purposes of this Section, such compliance shall be determined without regard to any period of grace or requirement of notice provided under this Indenture.

SECTION 1006. Corporate Existence.

Subject to Article Eight and the ability to convert (or similar action) to another form of legal entity under applicable law, each of the Company and Holdings will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence, rights (charter and statutory) and franchises; provided, however, that neither the Company nor Holdings shall be required to preserve any right or franchise if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company or Holdings, as applicable, and that the loss thereof is not disadvantageous in any material respect to the rights of the Holders.

SECTION 1007. Limitations on Liens.

(a) Except as expressly provided in Subsection (b) of this Section 1007, Holdings will not, and will not permit any Restricted Subsidiary to, create, assume or incur any Lien securing any indebtedness for borrowed money (i) upon any shares of Capital Stock issued by any Restricted Subsidiary that owns a Principal Facility (as hereinafter defined) to the extent such shares are owned by Holdings or one or more Restricted Subsidiaries or (ii) upon any Principal Facility, in either case without making effective provision whereby all the Securities shall be directly secured equally and ratably with the indebtedness for borrowed money secured by such Lien on such Capital Stock or such Principal Facility, so long as any such indebtedness for borrowed money shall be so secured; provided, however, that this Section 1007 shall not be applicable to the following:

(1) Liens incurred in connection with the issuance by a governmental entity, state or political subdivision thereof of any securities the interest on which is exempt from federal income taxes by virtue of Section 103 of the Code or any other laws or regulations in effect at the time of such issuance;

(2) Liens existing on the date of the Indenture;

(3) Liens on property existing at the time Holdings or any of its Restricted Subsidiaries acquires such property or existing on property of any Person that becomes a Subsidiary at the time such Person becomes a Subsidiary, including through a merger, share exchange or consolidation or securing the payment of all or part of the purchase price of such property or to secure indebtedness incurred solely for the purpose of financing the acquisition of such property;

(4) Liens securing indebtedness incurred to finance the development, construction, repair, alteration or improvement of property incurred prior to, or within 180 days after the later of, the completion of development, construction, repair, alteration or improvement of such property and the commencement of full operation of such property; provided, however, that such Liens shall not apply to any other property of Holdings or any Restricted Subsidiary;

(5) Liens in favor of a U.S. federal, state or municipal governmental entity entered into for the purposes of reducing certain tax liabilities of the Company or its Subsidiaries; *provided* that the Company or such Subsidiary may upon not more than 120 days' notice obtain title from such governmental entity to such property free and clear of any Liens (other than Liens permitted by this Section 1007(a)) by paying a nominal fee or the amount of any taxes (or any portion thereof) that would have otherwise been due and payable had such transaction not been terminated, by canceling issued bonds, if any, or otherwise terminating or unwinding such transaction;

(6) Liens in favor of Holdings or any of its Restricted Subsidiaries;

(7) Liens required in connection with governmental programs which provide financial or tax benefits, so long as substantially all of the obligations secured thereby are in lieu of or reduce an obligation that would have been secured by a Lien permitted under this Indenture; or

(8) Liens for the sole purpose of refunding, refinancing, exchanging, repaying, extending, renewing or replacing (including pursuant to any defeasance or discharge mechanism) in whole or in part the indebtedness secured by any Lien referred to in the foregoing clauses (1) through (7) (other than clause (6)) or in this clause (8).

(b) Holdings and/or any Restricted Subsidiary may create, assume or incur, or suffer to be created, assumed or incurred, Liens which would otherwise be prohibited by Subsection (a) of this Section 1007, without securing the Securities; provided that the aggregate

value of all outstanding indebtedness secured thereby, plus the aggregate value of the Sale and Leaseback Transactions permitted by the provisions of Subsection (a) of Section 1008, does not, at the time of such creation, assumption or incurrence exceed the greater of (i) 10% of Holdings' Consolidated Capitalization, and (ii) 10% of Holdings' Consolidated Net Tangible Assets.

(c) The term "Principal Facility" shall mean all real property owned and operated by Holdings or any Subsidiary located within the United States and constituting part of any manufacturing plant or distribution facility, including all attached plumbing, electrical, ventilating, heating, cooling, lighting and other utility systems, ducts and pipes but excluding trade fixtures (unless their removal would cause substantial damage to the manufacturing plan or distribution facility), business machinery, equipment, motorized vehicles, tools, supplies and materials, security systems, cameras, inventory and other personal property and materials; provided, however, that no manufacturing plant or distribution facility will be a Principal Facility unless its net book value thereof included in the most recently available consolidated balance sheet of Holdings and its consolidated Subsidiaries exceeds 2% of Consolidated Net Tangible Assets.

(d) The certificate of a firm of independent public accountants shall be conclusive evidence as to the amount, at the date specified in such certificate, of net book value of any particular manufacturing plant or distribution facility, Consolidated Net Tangible Assets or Consolidated Capitalization, as the case may be.

SECTION 1008. Sale and Leaseback Transactions.

(a) Neither Holdings nor any Restricted Subsidiary will sell or transfer a Principal Facility now owned or hereafter acquired with the intention of taking back a lease of such property, except (i) a lease for a temporary period of less than 3 years, including renewals, with the intent that the use by Holdings or a Restricted Subsidiary will be discontinued on or before the expiration of such period or (ii) a lease between Holdings and one or more of its Subsidiaries or between one or more Subsidiaries of Holdings (any transaction subject to the provisions of this Section 1008 being herein referred to as a "Sale and Leaseback Transaction") unless:

(1) within 180 days of the effective date of any such arrangement, Holdings shall apply an amount equal to the value of the property subject to the Sale and Leaseback Transaction to the retirement of long-term unsubordinated indebtedness for borrowed money which had a stated maturity of more than one year from the date of its creation (which may include the Securities);

(2) the sum of (x) the aggregate amount of all Attributable Debt then outstanding with respect to such Sale and Leaseback Transaction and (y) all Attributable Debt then outstanding under this clause (2) and all indebtedness secured under the provisions of Subsection (b) of Section 1007 does not, at the time such transaction is entered into, exceed the greater of (i) 10% of Holdings' Consolidated Net Tangible Assets, and (ii) 10% of Holdings' Consolidated Capitalization;

(3) such Sale and Leaseback Transaction exists on the date hereof or at the time any Person that owns a Principal Facility becomes a Restricted Subsidiary;

(4) such Sale and Leaseback Transaction is entered into solely between Holdings and any Subsidiary or between its Subsidiaries;

(5) such Sale and Leaseback Transaction is with a governmental authority that provides financial or tax benefits; or

(6) such Sale and Leaseback Transaction is entered into within 180 days after the initial acquisition of the Principal Facility subject to the Sale and Leaseback Transaction.

(b) The term "value" shall, for the purpose of this Section 1008 and Section 1007(b), mean, with respect to a Sale and Leaseback Transaction, as of any particular time, the amount equal to the greater of (i) the net proceeds of the sale of the property leased pursuant to such Sale and Leaseback Transaction or (ii) the fair value of such property at the time of entering into such Sale and Leaseback Transaction, as determined by the Company in good faith.

(c) The term "Attributable Debt" shall, for the purpose of this Section 1008, mean with respect to a Sale and Leaseback Transaction with respect to a Principal Facility, an amount equal to the lesser of: (a) the fair market value of the property (as determined in good faith by the Board of Directors); and (b) the present value of the total net amount of rent payments to be made under the lease during its remaining term (including any period for which such lease has been extended and excluding any unexercised renewal or other extension options exercisable by the lessee, and excluding amounts on account of maintenance and repairs, services, taxes and similar charges and contingent rents), discounted at the rate of interest set forth or implicit in the terms of the lease (or, if not practicable to determine such rate, the weighted average interest rate per annum borne by the Securities then outstanding), compounded semi-annually.

(d) The certificate of a firm of independent public accountants shall be conclusive evidence as to the amount, at the date specified in such Certificate, of the net book value of any particular manufacturing plant or distribution facility, Consolidated Net Tangible Assets or Consolidated Capitalization, as the case may be.

SECTION 1009. Waiver of Certain Covenants.

The Company or Holdings may omit in any particular instance to comply with any covenant or condition set forth in Sections 1004 to 1008, inclusive, if before or after the time for such compliance the Holders of more than 50% in principal amount of the Outstanding Securities of each series of Securities affected by the omission shall, in each case by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Company and Holdings and the duties of the Trustee for the Securities of each series with respect to any such covenant or condition shall remain in full force and effect.

SECTION 1010. Payment of Additional Amounts.

If specified pursuant to Section 301, the provisions of this Section 1010 shall be applicable to Securities of any series.

All payments of principal and interest on any Security by the Company will be made free and clear of and without withholding or deduction for or on account of any present or future tax, assessment or other governmental charge imposed by the United States or any political subdivision or taxing authority thereof or therein having power to tax ("Taxes"), unless such withholding or deduction is required by law.

If any deduction or withholding for, or on account of, any Taxes will at any time be required to be made from any payments made by the Company under or with respect to a Security to a Holder who is not a United States person (as defined below), then we will pay to such Holder such additional amounts ("Additional Amounts") as may be necessary so that the net amount received by such Holder (including the Additional Amounts) after such withholding or deduction will not be less than the amount such holder would have received if such Taxes had not been withheld or deducted; provided, that the foregoing obligation shall not apply:

(a) to the extent any tax, assessment or other governmental charge is imposed by reason of the Holder (or the beneficial owner for whose benefit such Holder holds such Security, or a fiduciary, settlor, beneficiary, member or shareholder of the Holder if the Holder is an estate, trust, partnership or corporation, or a Person holding a power over an estate or trust administered by a fiduciary Holder) being considered as: (i) being or having been engaged in a trade or business in the United States or having or having had a permanent establishment in the United States; (ii) having a current or former connection with the United States (other than a connection arising solely as a result of the ownership of Securities, the receipt of any payment or the enforcement of any rights hereunder), including being or having been a citizen or resident of the United States; (iii) being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States income tax purposes or a corporation that has accumulated earnings to avoid United States federal income tax; (iv) being or having been a "10-percent shareholder" of the Company as defined in the Code or any successor provision; or (v) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, as described in section 881(c)(3)(A) of the Code or any successor provision;

(b) to any Holder that is not the sole beneficial owner of such Security, or a portion of such Security, or that is a fiduciary, partnership or limited liability company, but only to the extent that a beneficial owner with respect to the Holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of an Additional Amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(c) to the extent any tax, assessment or other governmental charge that would not have been imposed but for the failure of the Holder or any other person to timely comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the United States of the Holder or

beneficial owner of such Security, if compliance is required by statute, by regulation of the United States or any taxing authority therein or by an applicable income tax treaty to which the United States is a party as a precondition to exemption from such tax, assessment or other governmental charge;

(d) to any tax, assessment or other governmental charge is imposed other than by withholding by the Company or any of its Paying Agents;

(e) to any estate, inheritance, gift, sales, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge, or to any tax, assessment or other governmental charge imposed on the transfer of Securities;

(f) to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code;

(g) to any tax, assessment or other governmental charge required to be withheld by any Paying Agent, if such payment can be made without such withholding by at least one other Paying Agent;

(h) to the extent any tax, assessment or other governmental charge would not have been imposed but for the presentation by the Holder of any Security, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(i) to any tax, assessment or other governmental charge required to be withheld by any Paying Agent from any payment of principal of or interest on any Security as a result of the presentation of any Security for payment (where presentation is required) by or on behalf of a Holder of Securities, if such payment could have been made without such withholding by presenting the relevant Security to at least one other paying agent in a member state of the European Union;

(j) to any withholding or deduction that is imposed on a payment to an individual and that is required to be made pursuant to any law, rule or regulation implementing or complying with, or introduced in order to conform to, any European Union Directive on the taxation of savings; or

(k) any combination of items (a), (b), (c), (d), (e), (f), (g), (h), (i) and (j).

As used herein, the term “United States person” means any individual who is a citizen or resident of the United States for United States federal income tax purposes, a corporation, partnership or other entity created or organized in or under the laws of the United States, any state of the United States or the District of Columbia, or any estate or trust the income of which is subject to United States federal income taxation regardless of its source. “United States” means the United States of America, the states of the United States and the District of Columbia.

Whenever in this Indenture there is mentioned, in any context, the payment of principal of, and premium, if any, and interest, if any, on any Security or payment with respect to any coupon of any series, such mention shall be deemed to include mention of the payment of Additional Amounts provided for in the terms of such Securities and this Section to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof pursuant to the provisions of this Section and express mention of the payment of Additional Amounts (if applicable) in any provisions hereof shall not be construed as excluding Additional Amounts in those provisions hereof where such express mention is not made.

If the Securities of a series provide for the payment of Additional Amounts as contemplated by Section 301(20), at least 10 days prior to the first Interest Payment Date with respect to that series of Securities (or if the Securities of that series will not bear interest prior to maturity, the first day on which a payment of principal and any premium is made), and at least 10 days prior to each date of payment of principal, premium, if any, and interest, if any, if there has been any change with respect to the matters set forth in the below mentioned Officer's Certificate, the Company will furnish the Trustee for that series of Securities and the Company's principal Paying Agent or Paying Agents, if other than such Trustee, with an Officer's Certificate instructing such Trustee and such Paying Agent or Paying Agents whether such payment of principal of, and premium, if any, and interest, if any, on the Securities of that series shall be made to Holders of Securities of that series or any related coupons who are not United States persons without withholding for or on account of any tax, assessment or other governmental charge referred to above or described in the Securities of that series. If any such withholding shall be required, then such Officer's Certificate shall specify by country the amount, if any, required to be withheld on such payments to such Holders of Securities or coupons and the Company will pay to the Trustee for such series of Securities or such Paying Agent such Additional Amounts as may be required pursuant to the terms applicable to such series. The Company covenants to indemnify the Trustee for such series of Securities and any Paying Agent for, and to hold them harmless against, any loss, liability or expense reasonably incurred without gross negligence or willful misconduct on their part arising out of or in connection with actions taken or omitted by any of them in reliance on any Officer's Certificate furnished pursuant to this Section 1010.

SECTION 1011. Calculation of Original Issue Discount.

The Company shall file with the Trustee promptly at the end of each calendar year (i) a written notice specifying the amount of original issue discount (including daily rates and accrual periods) accrued on Outstanding Securities as of the end of such year and (ii) such other specific information relating to such original issue discount as may then be relevant under the Internal Revenue Code of 1986, as amended from time to time.

ARTICLE ELEVEN

REDEMPTION OF SECURITIES

SECTION 1101. Applicability of This Article.

Redemption of Securities of any series (whether by operation of a sinking fund or otherwise) as permitted or required by any form of Security issued pursuant to this Indenture shall be made in accordance with such form of Security and this Article; provided, however, that if any provision of any such form of Security shall conflict with any provision of this Article, the provision of such form of Security shall govern.

SECTION 1102. Election to Redeem; Notice to Trustee.

In case of any redemption at the election of the Company of the Securities of any particular series, the Company shall, at least 30 days prior to the Redemption Date but not more than 60 days prior to the Redemption Date fixed by the Company notify such Trustee by Company Request of such Redemption Date and of the principal amount of Securities of that series to be redeemed and shall deliver to such Trustee such documentation and records as shall enable such Trustee to select the Securities to be redeemed pursuant to Section 1103. In the case of any redemption of Securities of any series prior to the expiration of any restriction on such redemption provided in the terms of such Securities or elsewhere in this Indenture, the Company shall furnish the Trustee for Securities of such series with an Officer's Certificate evidencing compliance with such restriction.

SECTION 1103. Selection by Trustee of Securities to Be Redeemed.

If less than all the Securities are to be redeemed, the Company may select the series to be redeemed, and if less than all the Securities of any series are to be redeemed, the particular Securities of that series to be redeemed shall be selected at least 30 days prior to the Redemption Date but not more than 60 days prior to the Redemption Date by the Trustee for the Securities of such series, from the Outstanding Securities of that series not previously called for redemption, (a) on a *pro rata* basis (or as nearly as practicable) if the Securities are represented by physical certificates or (b) by lot or such other similar method in accordance with the procedures of the Depositary if the Securities are Global Securities.

The Trustee for the Securities of any series to be redeemed shall promptly notify the Company in writing of the Securities of such series selected for redemption and, in the case of any Securities selected for partial redemption, the principal amount thereof to be redeemed.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Securities shall relate, in the case of any Security redeemed or to be redeemed only in part, to the portion of the principal amount of such Securities which has been or is to be redeemed.

SECTION 1104. Notice of Redemption.

Notice of redemption shall be given in the manner provided in Section 106 not later than the thirtieth (30th) day and not earlier than the sixtieth (60th) day prior to the Redemption Date, to each Holder of Securities to be redeemed.

All notices of redemption shall identify the Securities (including the CUSIP, ISIN and Common Code numbers) and shall state:

(1) the Redemption Date,

(2) the Redemption Price,

(3) if less than all Outstanding Securities of a particular series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the particular Securities to be redeemed, including the CUSIP, ISIN and Common Code number of such Securities,

(4) that, on the Redemption Date the Redemption Price will become due and payable upon each such Security or portion thereof, and that, unless the Company defaults in making such redemption payment or the Trustee or Paying Agent for such series is prohibited from making such payment pursuant to the terms of this Indenture, interest thereon, if any (or in the case of OID Securities, original issue discount), shall cease to accrue on and after said date,

(5) any conditions to redemption,

(6) the place or places where such Securities, together in the case of Bearer Securities with all coupons appertaining thereto, if any, maturing after the Redemption Date are to be surrendered for payment of the Redemption Price,

(7) that the redemption is for a sinking fund, if such is the case,

(8) that, unless otherwise specified in such notice, Bearer Securities of any series, if any, surrendered for redemption must be accompanied by all coupons maturing subsequent to the date fixed for redemption or the amount of any such missing coupon or coupons will be deducted from the Redemption Price or security or indemnity satisfactory to the Company, the Trustee for such series and any Paying Agent is furnished, and

(9) if Bearer Securities of any series are to be redeemed and any Registered Securities of such series are not to be redeemed, and if such Bearer Securities may be exchanged for Registered Securities not subject to redemption on this Redemption Date pursuant to Section 305 or otherwise, the last date, as determined by the Company, on which such exchanges may be made.

Notice of redemption of Securities to be redeemed at the election of the Company shall be given by the Company or, at the Company's written request, by the Trustee for such Securities in the name and at the expense of the Company; provided, however, that the Company has delivered to the Trustee, at least five Business Days prior to the date on which such notice is to be given (unless a shorter notice shall be agreed to by the Trustee), an Officer's Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph.

Notice of any redemption of Securities in connection with a corporate transaction (including any equity offering, an incurrence of indebtedness or a transaction involving a change of control of Holdings or the Company) may, at the Company's discretion, be given prior to the completion thereof and any such redemption or notice may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related transaction. If such redemption or purchase is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date. In addition, the Company may provide in such notice that payment of the Redemption Price and performance of the Company's obligations with respect to such redemption may be performed by another Person.

SECTION 1105. Deposit of Redemption Price.

Prior to 10:00 a.m. New York City time, on any Redemption Date, the Company shall deposit with the Trustee for the Securities to be redeemed or with a Paying Agent for such Securities (or, if the Company is acting as its own Paying Agent for such Securities, segregate and hold in trust as provided in Section 1003) an amount of money in the currency or currency unit in which the Securities of such series are payable (except as otherwise specified pursuant to Section 301 for the Securities of such Series and except as provided in Sections 311(b) and 311(d)) sufficient to pay the principal of, and premium, if any, thereon), and (except if the Redemption Date shall be an Interest Payment Date) any accrued interest on, all the Securities which are to be redeemed on that date.

SECTION 1106. Securities Payable on Redemption Date.

Notice of redemption having been given as aforesaid, the Securities so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified in the currency or currency unit in which the Securities of such series are payable except as otherwise provided pursuant to Section 301 for the Securities of such series and except as provided in Sections 311(b) and 311(d)) and from and after such date (unless the Company shall default in the payment of the Redemption Price) such Securities shall cease to bear interest and the coupons for such interest appertaining to any Bearer Securities so to be redeemed, except to the extent provided below, shall be void. Upon surrender of such Security for redemption in accordance with said notice together with all coupons, if any, appertaining thereto maturing after the Redemption Date, such Security or specified portions thereof shall be paid by the Company at the Redemption Price; provided, however, that installments of interest on Bearer Securities whose Stated Maturity is on or prior to the Redemption Date shall be payable only at an office or agency located outside the United States (except as otherwise provided in Section 1002) and, unless otherwise specified as contemplated by Section 301, only upon presentation and surrender of coupons for such interest, and provided, further, that unless otherwise specified as contemplated by Section 301, installments of interest on Registered Securities whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant record dates according to their terms and the provisions of Section 307.

If any Bearer Security surrendered for redemption shall not be accompanied by all coupons appertaining thereto maturing after the Redemption Date, such Security may be paid after deducting from the Redemption Price an amount equal to the face amount of all such missing coupons or the surrender of such missing coupon or coupons may be waived by the Company if there is furnished to the Company, the Trustee for such Security and any Paying Agent such security or indemnity as they may require to hold the Company, such Trustee and any Paying Agent harmless. If thereafter the Holder of such Security shall surrender to such Trustee or any Paying Agent any such missing coupon in respect of which a deduction shall have been made from the Redemption Price, such Holder shall be entitled to receive the amount so deducted; provided, however, that interest represented by coupons shall be payable only at an office or agency located outside the United States (except as otherwise provided in Section 1002) and, unless otherwise specified as contemplated by Section 301, only upon presentation and surrender of those coupons. If any Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal thereof and premium, if any, thereon shall, until paid, bear interest from the Redemption Date at a rate per annum equal to the rate borne by the Security (or, in the case of (i) OID Securities, the Security's Yield to Maturity or (ii) Indexed Securities, the rate determined in accordance with the specified terms of those Securities).

SECTION 1107. Securities Redeemed in Part.

Any Registered Security which is to be redeemed only in part shall be surrendered at the Place of Payment (with, if the Company or the Trustee for such Security so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Security Registrar for such Security duly executed by, the Holder thereof or his attorney duly authorized in writing), and the Company shall execute and such Trustee shall authenticate and deliver to the Holder of such Security without service charge, a new Registered Security or Securities, of any authorized denomination as requested by such Holder, of the same series and having the same terms and provisions and in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Registered Security so surrendered.

SECTION 1108. Tax Redemption.

The provisions of this Section 1108 shall be applicable to Securities of any series to which Section 1010 is applicable.

Unless otherwise specified pursuant to Section 301, Securities of any series may be redeemed at the option of the Company in whole, but not in part, at a redemption price equal to the principal amount thereof together with accrued and unpaid interest to but not including the date fixed for redemption, upon the giving of a notice as described below, if as a result of any change in, or amendment to, applicable laws (or any regulations or rulings promulgated under applicable laws), or any change in, or amendment to, an official position regarding the application or interpretation of such laws, regulations or rulings (including a holding by a court of competent jurisdiction), which change or amendment is announced or becomes effective on or after the date specified pursuant to Section 301 with respect to such series, the Company becomes or will become obligated to pay Additional Amounts (based on a written opinion of independent counsel selected by the Company) pursuant to Section 1010 with respect to Securities of such series.

In the event that the Company elects to redeem Securities of any series pursuant to the provisions set forth in the preceding paragraph, it will deliver to the Trustee no later than 15 days prior to the date fixed for redemption a certificate signed by an authorized officer of the Company specifying the date fixed for such redemption.

ARTICLE TWELVE

SINKING FUNDS

SECTION 1201. Applicability of This Article.

Redemption of Securities through operation of a sinking fund as permitted or required by any form of Security issued pursuant to this Indenture shall be made in accordance with such form of Security and this Article; provided, however, that if any provision of any such form of Security shall conflict with any provision of this Article, the provision of such form of Security shall govern.

The minimum amount of any sinking fund payment provided for by the terms of Securities of any particular series is herein referred to as a "mandatory sinking fund payment", and any payment in excess of such minimum amount provided for by the terms of Securities of any particular series is herein referred to as an "optional sinking fund payment". If provided for by the terms of Securities of any particular series, the cash amount of any sinking fund payment may be subject to reduction as provided in Section 1202. Each sinking fund payment shall be applied to the redemption of Securities of any particular series as provided for by the terms of Securities of that series.

SECTION 1202. Satisfaction of Sinking Fund Payments With Securities.

The Company (1) may deliver Outstanding Securities of a series (other than any previously called for redemption), together in the case of any Bearer Securities of such series with all unmatured coupons appertaining thereto, and (2) may apply as a credit Securities of a series which have been redeemed either at the election of the Company pursuant to the terms of such Securities or through the application of permitted optional sinking fund payments pursuant to the terms of such Securities, in each case in satisfaction of all or any part of any sinking fund payment with respect to the Securities of such series required to be made pursuant to the terms of such Securities as provided for by the terms of such series; provided, however, that such Securities have not been previously so credited. Such Securities shall be received and credited for such purpose by the Trustee for such Securities at the principal amount thereof and the amount of such sinking fund payment shall be reduced accordingly.

SECTION 1203. Redemption of Securities for Sinking Fund.

Not less than 60 days prior to each sinking fund payment date for any particular series of Securities, the Company will deliver to the Trustee for the Securities of such series an Officer's Certificate specifying the amount of the next ensuing mandatory sinking fund payment for that series pursuant to the terms of that series, the portion thereof, if any, which is to be satisfied by payment of cash in the currency or currency unit in which the Securities of that series are payable (except as otherwise specified pursuant to Section 301 for the Securities of that series and except as provided in Sections 311(b) and 311(d)) and the portion thereof, if any, which is to be satisfied by delivering and crediting Securities of that series pursuant to Section 1202 and shall state the basis for such credit and that such Securities have not previously been so credited and will also deliver to such Trustee any Securities to be so delivered. Such Trustee shall select the Securities to be redeemed upon such sinking fund payment date in the manner specified in Section 1103 and cause notice of the redemption thereof to be given in the name of and at the expense of the Company in the manner provided in Section 1104. Such notice having been duly given, the redemption of such Securities shall be made upon the terms and in the manner stated in Sections 1106 and 1107.

ARTICLE THIRTEEN

MEETINGS OF HOLDERS OF SECURITIES

SECTION 1301. Purposes for Which Meetings May Be Called.

If Securities of a series are issuable as Bearer Securities, a meeting of Holders of Securities of such series may be called at any time and from time to time pursuant to this Article to make, give or take any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be made, given or taken by Holders of Securities of such series.

SECTION 1302. Call, Notice and Place of Meetings.

(a) The Trustee for any series of Securities that includes Bearer Securities, may at any time call a meeting of the Holders of Securities of such series for any purpose specified in Section 1301, to be held at such time and at such place in the Borough of Manhattan, The City of New York, or in London, as such Trustee shall determine. Notice of every meeting of Holders of Securities of such series, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be given, in the manner provided in Section 106, not less than 20 nor more than 180 days prior to the date fixed for the meeting.

(b) In case at any time the Company, pursuant to a notice of the Trustee, or the Holders of at least 10% in principal amount of the Outstanding Securities of any such series shall have requested the Trustee for any such series to call a meeting of the Holders of Securities of such series for any purpose specified in Section 1301, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and such Trustee shall not have made the first publication of the notice of such meeting within 30 days after receipt of such request or shall not thereafter proceed to cause the meeting to be held as provided herein, then the Company or the Holders of Securities of such series in the amount above specified, as the case may be, may determine the time and the place in the Borough of Manhattan, The City of New York, or in London, for such meeting and may call such meeting for such purposes by giving notice thereof as provided in subsection (a) of this Section.

SECTION 1303. Persons Entitled to Vote at Meetings.

To be entitled to vote at any meeting of Holders of Securities of any series, a Person shall be (1) a Holder of one or more Outstanding Securities of such series, or (2) a Person appointed by an instrument in writing as proxy for a Holder or Holders of one or more Outstanding Securities of such series by such Holder or Holders. The only Persons who shall be entitled to be present or to speak at any meeting of Holders of Securities of any series shall be the Persons entitled to vote at such meeting and their counsel, any representatives of the Trustee for such series and its counsel and any representatives of the Company and its counsel.

SECTION 1304. Quorum; Action.

The Persons entitled to vote a majority in principal amount of the Outstanding Securities of a series shall constitute a quorum for a meeting of Holders of Securities of such series. In the absence of a quorum within 30 minutes of the time appointed for any such meeting, the meeting shall, if convened at the request of Holders of Securities of such series, be dissolved. In any other case the meeting may be adjourned for a period of not less than 10 days as determined by the chairman of the meeting prior to the adjournment of such meeting. In the absence of a quorum at any such adjourned meeting, such adjourned meeting may be further adjourned for a period of not less than 10 days as determined by the chairman of the meeting prior to the adjournment of such adjourned meeting. Subject to Section 1305(d), notice of the reconvening of any adjourned meeting shall be given as provided in Section 1302(a), except that such notice need be given only once not less than five days prior to the date on which the meeting is scheduled to be reconvened. Notice of the reconvening of an adjourned meeting shall state expressly that Persons entitled to vote a majority in principal amount of the Outstanding Securities of such series shall constitute a quorum.

Except as limited by the proviso to Section 902, any resolution presented to a meeting or adjourned meeting duly reconvened at which a quorum is present as aforesaid may be adopted by the affirmative vote of the Holders of a majority in principal amount of the Outstanding Securities of that series; provided, however, that except as limited by the proviso to Section 902, any resolution with respect to any request, demand, authorization, direction, notice, consent, waiver or other action which this Indenture expressly provides may be made, given or taken by the Holders of a specified percentage which is less than a majority in principal amount of the Outstanding Securities of a series may be adopted at a meeting or an adjourned meeting duly reconvened and at which a quorum is present as aforesaid by the affirmative vote of the Holders of such specified percentage in principal amount of the Outstanding Securities of that series. Any resolution passed or decision taken at any meeting of Holders of Securities of any series duly held in accordance with this Section shall be binding on all the Holders of Securities of such series and the related coupons, whether or not present or represented at the meeting.

SECTION 1305. Determination of Voting Rights; Conduct and Adjournment of Meetings.

(a) Notwithstanding any other provision of this Indenture, the Trustee for any series of Securities that includes Bearer Securities may make such reasonable regulations as it may deem advisable for any meeting of Holders of Securities of such series in regard to proof of

the holding of Securities of such series and of the appointment of proxies and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem appropriate. Except as otherwise permitted or required by any such regulations, the holding of Securities shall be proved in the manner specified in Section 104 and the appointment of any proxy shall be proved in the manner specified in Section 104 or by having the signature of the person executing the proxy witnessed or guaranteed by any trust company, bank or banker authorized by Section 104 to certify to the holding of Bearer Securities. Such regulations may provide that written instruments appointing proxies, regular on their face, may be presumed valid and genuine without the proof specified in Section 104 or other proof.

(b) The Trustee for any series of Securities that includes Bearer Securities shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by Holders of Securities as provided in Section 1302(b), in which case the Company or the Holders of Securities of the series calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the Persons entitled to vote a majority in principal amount of the Outstanding Securities of such series represented at the meeting.

(c) At any meeting each Holder of a Security of such series or proxy shall be entitled to one vote for each $1,000 principal amount of Securities of such series held or represented by him as determined in accordance with Section 115; provided, however, that no vote shall be cast or counted at any meeting in respect of any Security challenged as not Outstanding and ruled by the chairman of the meeting to be not Outstanding. The chairman of the meeting shall have no right to vote, except as a Holder of a Security of such series or proxy.

(d) Any meeting of Holders of Securities of any series duly called pursuant to Section 1302 at which a quorum is present may be adjourned from time to time by Persons entitled to vote a majority in principal amount of the Outstanding Securities of such series represented at the meeting; and the meeting may be held as so adjourned without further notice.

SECTION 1306. Counting Votes and Recording Action of Meetings.

The vote upon any resolution submitted to any meeting of Holders of Securities of any series shall be by written ballots on which shall be subscribed the signatures of the Holders of Securities of such series or of their representatives by proxy and the principal amounts and serial numbers of the Outstanding Securities of such series held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in triplicate of all votes cast at the meeting. A record, at least in duplicate, of the proceedings of each meeting of Holders of Securities of any series shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was given as provided in Section 1302 and, if applicable,

Section 1304. Each copy shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one such copy shall be delivered to the Company, and another to the Trustee for such series of Securities to be preserved by such Trustee, the latter to have attached thereto the ballots voted at the meeting. Any record so signed and verified shall be conclusive evidence of the matters therein stated.

ARTICLE FOURTEEN

GUARANTEES

SECTION 1401. Guarantee.

(a) Subject to this Article 14, Holdings and, to the extent provided for in any supplemental indenture to or series of Securities under the Indenture, each other Guarantor hereby will guarantee, jointly and severally, irrevocably and unconditionally, on a senior unsecured basis, to each Holder and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, such series of Securities and the obligations of the Company hereunder or thereunder, that: (1) the principal, premium, if any, and interest on the Security shall be promptly paid in full when due, whether at Stated Maturity, by acceleration, redemption or otherwise, and interest on the overdue principal and interest on the Securities, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or under the Securities shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (2) in case of any extension of time of payment or renewal of any Securities or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise. Failing payment by the Company when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The Guarantors hereby agree that their obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Securities or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenants that this Guarantee shall not be discharged except by complete performance of the obligations contained in the Securities and this Indenture, or pursuant to Section 1406.

(c) Each of the Guarantors also agrees, jointly and severally, to pay any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee or any Holder in enforcing any rights under this Section 1401.

(d) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to the Company or the Guarantors, any amount paid either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(e) Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (1) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 5 for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (2) in the event of any declaration of acceleration of such obligations as provided in Article 5, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Guarantee. The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Guarantees.

(f) Each Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Securities are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Securities or the Guarantees, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded, reduced, restored or returned, the Securities shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(g) In case any provision of any Guarantee shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(h) Each payment to be made by a Guarantor in respect of its Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

SECTION 1402. Limitation on Guarantor Liability

Each Guarantor, and by its acceptance of Securities, each Holder, hereby confirms that it is the intention of all such parties that the Guarantee of such Guarantor not constitute a fraudulent conveyance or a fraudulent transfer for purposes of bankruptcy law in the United States, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to such Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and each Guarantor hereby irrevocably agree that

the obligations of each Guarantor shall be limited to the maximum amount as will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 14, result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent conveyance or fraudulent transfer under applicable law. Each Guarantor that makes a payment under its Guarantee shall be entitled upon payment in full of all Guaranteed obligations under this Indenture to a contribution from each other Guarantor in an amount equal to such other Guarantor's pro rata portion of such payment based on the respective net assets of all the Guarantors at the time of such payment determined in accordance with generally accepted accounting principles in the United States.

SECTION 1403. Execution and Delivery

(a) To evidence its Guarantee set forth in Section 1401, Holdings hereby agrees that this Indenture shall be executed on behalf of Holdings by an Officer of Holdings or a person holding an equivalent title, and each other Guarantor hereby agrees that a supplemental indenture to this Indenture shall be executed on behalf of such Guarantor by an Officer or person holding an equivalent title.

(b) Holdings hereby agrees that its Guarantee set forth in Section 14.01, and each other Guarantor shall in such supplemental indenture agree that its Guarantee set forth in Section 14.01, shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Securities.

(c) If an Officer whose signature is on this Indenture or a supplemental indenture no longer holds that office at the time the Trustee authenticates the Security, such Guarantees shall be valid nevertheless.

(d) The delivery of any Security by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Guarantee set forth in this Indenture or supplemental indenture on behalf of the Guarantors.

SECTION 1404. Subrogation

Each Guarantor shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by any Guarantor pursuant to the provisions of Section 1401; provided that, if an Event of Default has occurred and is continuing, no Guarantor shall be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under this Indenture or the Securities shall have been paid in full.

SECTION 1405. Benefits Acknowledged

Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Indenture and that the guarantee and waivers made by it pursuant to its Guarantee are knowingly made in contemplation of such benefits.

SECTION 1406. Release of Guarantees

(a) A Guarantee by a Guarantor shall be automatically and unconditionally released and discharged, and no further action by such Guarantor, the Company or the trustee shall be required for the release of such Guarantor's Guarantee, upon:

(1) (A) the Company's exercise of its Legal Defeasance option or, except in the case of a Guarantee of any direct or indirect parent of the Company, Covenant Defeasance option in accordance with Article 4 or the Company's obligations under this Indenture being discharged in accordance with the terms of this Indenture; or

(B) as specified in a supplemental indenture to this Indenture; and

(2) such Guarantor delivering to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in this Indenture relating to such transaction and/or release have been complied with.

At the written request of the Company, the Trustee shall execute and deliver any documents reasonably required in order to evidence such release, discharge and termination in respect of the applicable Guarantee.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, all as of the day and year first above written.

H. J. HEINZ COMPANY

By: /s/ James Liu
Name: James Liu
Title: Global Treasurer

H.J. HEINZ HOLDING CORPORATION

By: /s/ Paulo Basilio
Name: Paulo Basilio
Title: Vice President, Chief Financial Officer
and Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Martin Reed
Name: Martin Reed
Title: Vice President

EXHIBIT A

[FORM OF CERTIFICATE TO BE DELIVERED TO
EUROCLEAR OR CLEARSTREAM BY A
BENEFICIAL OWNER OF SECURITIES, IN ORDER TO
RECEIVE A DEFINITIVE BEARER SECURITY IN EXCHANGE
FOR AN INTEREST IN A TEMPORARY GLOBAL SECURITY OR TO
EXCHANGE AN INTEREST IN A TEMPORARY GLOBAL SECURITY
FOR AN INTEREST IN A PERMANENT GLOBAL SECURITY]

H. J. Heinz Company

[Insert title or description of Securities]

Reference is hereby made to the Indenture, dated as of July 1, 2015 (the "Indenture") between H. J. Heinz Company (the "Company"), H.J. Heinz Holding Corporation and Wells Fargo Bank, National Association, as Trustee. Terms used herein unless otherwise defined shall have the meanings ascribed to them in the Indenture.

This is to certify that as of the date hereof [and except as provided in the fourth paragraph hereof]*, $ principal amount of the above-captioned Securities represented by a temporary Global Security (the "temporary Global Security") held by you for our account is:

(i) beneficially owned by persons that are not United States persons (as defined below);

(ii) owned by United States person(s) that are (a) foreign branches of United States financial institutions (as defined in United States Treasury Regulation Section 1.165-12(c)(1)(iv) ("financial institutions")) purchasing for their own account or for resale, or (b) United States person(s) who acquired the beneficial interest in the temporary Global Security through foreign branches of United States financial institutions and who hold the beneficial interest in the temporary Global Security through such United States financial institutions on the date hereof (and in either case (a) or (b), each such United States financial institution hereby agrees, for the benefit of the Company, that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the United States Internal Revenue Code of 1986, as amended, and the regulations thereunder); or

(iii) owned by financial institution(s) for the purpose of resale during the restricted period (as defined in United States Treasury Regulation Section 1.163-5(c)(2)(i)(D)(7)) and, in addition, financial institution(s) described in this clause (iii) (whether or not also described in clause (i) or (ii)), further certify that they have not acquired the beneficial interest in the temporary Global Security for the purpose of resale directly or indirectly to a United States person or to a person within the United States.

"United States person" means a citizen or resident of the United States or a corporation or partnership created or organized under the laws of the United States or any political subdivision thereof, an estate the income of which is subject to United States federal income taxation regardless of its source, a trust subject to the supervision of a court within the United States and the control of a United States person as described in Section 7701(a)(30) of the Code, or a trust that existed on August 20, 1996, and elected to continue its treatment as a domestic trust. "United States" means the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction (including the Commonwealth of Puerto Rico).

[This certificate excepts and does not relate to $ principal amount of the temporary Global Security held by you for our account as to which we are not able to provide a certificate in this form. We understand that exchange of such portion of the temporary Global Security for [definitive Bearer Securities] [interests in a permanent Global Security] cannot be made until we are able to provide a certificate in this form.]*

We undertake to advise you promptly by tested telex, in writing or electronically on or prior to the date on which you intend to submit your certification relating to the above-captioned Securities held by you for our account if any applicable statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.

We understand that this certificate is required in connection with certain tax laws and regulations in the United States. If administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorize you to produce this certificate or a copy thereof to any interested party in such proceedings.

Dated:

[Name of Person Making Certification]

By:

* Delete if inappropriate.

EXHIBIT B

[FORM OF CERTIFICATE TO BE GIVEN TO THE APPROPRIATE
TRUSTEE BY EUROCLEAR OR CLEARSTREAM REGARDING THE EXCHANGE
OF A TEMPORARY GLOBAL SECURITY FOR DEFINITIVE SECURITIES OR
FOR A PORTION OF A PERMANENT GLOBAL SECURITY]

H. J. Heinz Company

[Insert title or description of Securities]

Reference is hereby made to the Indenture, dated as of July 1, 2015 (the "Indenture") between H. J. Heinz Company (the "Company"), H.J. Heinz Holding Corporation and Wells Fargo Bank, National Association, as Trustee. Terms used herein unless otherwise defined shall have the meanings ascribed to them in the Indenture.

We refer to that portion of the temporary Global Security in respect of the above-captioned Securities which is herewith submitted to be exchanged for [definitive Bearer Securities] [interests in a permanent Global Security] (the "Submitted Portion") as provided in the Prospectus Supplement dated [insert date of Prospectus Supplement] in respect of such issue. This is to certify that (i) we have received in writing or by tested telex or electronically (in accordance with the requirements of United States Treasury Regulation Section 1.163-5(c)(2)(i)(D)(3)(ii)) a certificate or certificates with respect to the entire Submitted Portion, substantially in the form of Exhibit A to the Indenture, and (ii) the Submitted Portion includes no part of the temporary Global Security excepted in such certificates.

We further certify that as of the date hereof we have not received any notification from any of the persons giving such certificates to the effect that the statements made by them with respect to any part of the Submitted Portion are no longer true and cannot be relied on as of the date thereof.

We understand that this certificate is required in connection with certain tax laws and regulations in the United States of America. If administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorize you to produce this certificate or a copy thereof to any interested party in such proceedings.

Submitted Portion:

U.S. $

Dated:

[[ ], as operator of the Euroclear System]*
[Clearstream]*

By:

* Delete if inappropriate.

[FORM OF CERTIFICATE TO BE DELIVERED TO
EUROCLEAR OR CLEARSTREAM BY A
BENEFICIAL OWNER OF SECURITIES, IN ORDER TO
RECEIVE PAYMENT ON A TEMPORARY GLOBAL SECURITY]

H. J. Heinz Company

[Insert title or description of Securities]

Reference is hereby made to the Indenture, dated as of July 1, 2015 (the "Indenture") between H. J. Heinz Company (the "Company"), H.J. Heinz Holding Corporation and Wells Fargo Bank, National Association, as Trustee. Terms used herein unless otherwise defined shall have the meanings ascribed to them in the Indenture.

This is to certify that as of the date hereof [and except as provided in the fourth paragraph hereof]*, $ principal amount of the above-captioned Securities represented by a temporary Global Security (the "temporary Global Security") held by you for our account is:

(i) beneficially owned by persons that are not United States persons (as defined below);

(ii) owned by United States person(s) that are (a) foreign branches of United States financial institutions (as defined in United States Treasury Regulation Section 1.165-12(c)(1)(iv) ("financial institutions")) purchasing for their own account or for resale, or (b) United States person(s) who acquired the beneficial interest in the temporary Global Security through foreign branches of United States financial institutions and who hold the beneficial interest in the temporary Global Security through such United States financial institutions on the date hereof (and in either case (a) or (b), each such United States financial institution hereby agrees, for the benefit of the Company, that it will comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the United States Internal Revenue Code of 1986, as amended, and the regulations thereunder); or

(iii) owned by financial institution(s) for the purpose of resale during the restricted period (as defined in United States Treasury Regulation Section 1.163-5(c)(2)(i)(D)(7)) and, in addition, financial institution(s) described in this clause (iii) (whether or not also described in clause (i) or (ii)), further certify that they have not acquired the beneficial interest in the temporary Global Security for the purpose of resale directly or indirectly to a United States person or to a person within the United States.

"United States person" means a citizen or resident of the United States or a corporation or partnership created or organized under the laws of the United States or any political subdivision thereof, an estate the income of which is subject to United States federal income taxation regardless of its source, a trust subject to the supervision of a court within the United States and the control of a United States person as described in Section 7701(a)(30) of the

Code, or a trust that existed on August 20, 1996, and elected to continue its treatment as a domestic trust. “United States” means the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction (including the Commonwealth of Puerto Rico).

[This certificate excepts and does not relate to $ principal amount of the temporary Global Security held by you for our account as to which we are not able to provide a certificate in this form. We understand that payments, if any, due with respect to such portion of the temporary Global Security cannot be made until we are able to provide a certificate in this form.]*

We undertake to advise you promptly by tested telex, in writing or electronically on or prior to the date on which you intend to submit your certification relating to the above-captioned Securities held by you for our account if any applicable statement herein is not correct on such date, and in the absence of any such notification it may be assumed that this certification applies as of such date.

We understand that this certificate is required in connection with certain tax laws and regulations in the United States. If administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorize you to produce this certificate or a copy thereof to any interested party in such proceedings.

Dated:

[Name of Person Making Certification]

By:

* Delete if inappropriate.

EXHIBIT D

[FORM OF CERTIFICATE TO BE GIVEN TO THE APPROPRIATE
TRUSTEE BY EUROCLEAR OR CLEARSTREAM REGARDING PAYMENT
ON A TEMPORARY GLOBAL SECURITY]

H. J. Heinz Company

[Insert title or description of Securities]

Reference is hereby made to the Indenture, dated as of July 1, 2015 (the "Indenture") between H. J. Heinz Company (the "Company"), H.J. Heinz Holding Corporation and Wells Fargo Bank, National Association, as Trustee. Terms used herein unless otherwise defined shall have the meanings ascribed to them in the Indenture.

We refer to that portion of the temporary Global Security in respect of the above-captioned Securities for which we hereby request that you make payment to us of the amounts payable on the relevant payment date (the "Submitted Portion") as provided in the Prospectus Supplement dated [insert date of Prospectus Supplement] in respect of such issue. This is to certify that (i) we have received in writing or by tested telex or electronically (in accordance with the requirements of United States Treasury Regulation Section 1.163-5(c)(2)(i)(D)(3)(ii)) a certificate or certificates with respect to the entire Submitted Portion, substantially in the form of Exhibit C to the Indenture, and (ii) the Submitted Portion includes no part of the temporary Global Security excepted in such certificates.

We further certify that as of the date hereof we have not received any notification from any of the persons giving such certificates to the effect that the statements made by them with respect to any part of the Submitted Portion are no longer true and cannot be relied on as of the date thereof.

We understand that this certificate is required in connection with certain tax laws and regulations in the United States of America. If administrative or legal proceedings are commenced or threatened in connection with which this certificate is or would be relevant, we irrevocably authorize you to produce this certificate or a copy thereof to any interested party in such proceedings.

Submitted Portion:

U.S. $

Dated:

[[ ], as operator of the Euroclear System]*
[Clearstream]*

By:

* Delete if inappropriate.

EXHIBIT 4.2

EXECUTION VERSION

H. J. HEINZ COMPANY,

as Issuer,

H.J. HEINZ HOLDING CORPORATION,

as Guarantor,

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee,

and

SOCIÉTÉ GÉNÉRALE BANK & TRUST,

as Paying Agent, Security Registrar and Transfer Agent

FIRST SUPPLEMENTAL INDENTURE

Dated as of July 1, 2015

to

INDENTURE

Dated as of July 1, 2015

Relating to

€750,000,000 2.000% Senior Notes due 2023

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE, dated as of July 1, 2015 (the "Supplemental Indenture"), among H. J. Heinz Holding Company (the "Company"), a Pennsylvania corporation, H.J. Heinz Holding Corporation ("Holdings"), a Delaware corporation, Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee"), and Société Générale Bank & Trust, a financial institution incorporated and existing under the laws of the Grand Duchy of Luxembourg, as Paying Agent, Security Registrar and Transfer Agent, to the Base Indenture (as defined below).

RECITALS

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of July 1, 2015 (the "Base Indenture"), providing for the issuance from time to time of its notes and other evidences of senior debt securities, to be issued in one or more series as therein provided;

WHEREAS, pursuant to the terms of the Base Indenture, the Company desires to provide for the establishment of a series of notes to be known as its 2.000% Senior Notes due 2023 (the "Notes"), the form and substance of such Notes and the terms, provisions and conditions thereof to be set forth as provided in the Base Indenture and this Supplemental Indenture (together, the "Indenture");

WHEREAS, pursuant to the Base Indenture, the Notes will be fully and unconditionally guaranteed as to payment of principal, premium, if any, and interest on a senior unsecured basis (the "Guarantee") by Holdings; and

WHEREAS, the Company and Holdings have requested that the Trustee execute and deliver this Supplemental Indenture, and all requirements necessary to make this Supplemental Indenture a legal, valid and binding instrument in accordance with its terms, to make the Notes, when executed by the Company and authenticated and delivered by the Trustee, the legal, valid and binding obligations of the Company, and all acts and things necessary have been done and performed to make this Supplemental Indenture enforceable in accordance with its terms, and the execution and delivery of this Supplemental Indenture has been duly authorized in all respects.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the premises contained herein, each party agrees for the benefit of each other party and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Capitalized terms used but not defined in this Supplemental Indenture shall have the meanings ascribed to them in the Base Indenture.

Section 1.02. References in this Supplemental Indenture to article and section numbers shall be deemed to be references to article and section numbers of this Supplemental Indenture unless otherwise specified.

Section 1.03. For purposes of this Supplemental Indenture, the following terms have the meanings ascribed to them as follows:

"Additional Notes" means any additional Notes that may be issued from time to time pursuant to the second paragraph of Section 2.01.

"Base Indenture" has the meaning provided in the recitals.

"Bund Rate" means, as of any redemption date, the rate per annum equal to the equivalent yield to maturity as of such redemption date of the Comparable German Bund Issue, assuming a price for the Comparable German Bund Issue (expressed as a percentage of its principal amount) equal to the Comparable German Bund Price for such relevant date, where:

(1) "Comparable German Bund Issue" means the German Bundesanleihe security selected by any Reference German Bund Dealer as having a fixed maturity most nearly equal to the period from such redemption date to the Par Call Date of the Notes, and that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of euro-denominated corporate debt securities in a principal amount approximately equal to the then outstanding principal amount of the Notes and of a maturity most nearly equal to the Par Call Date of the Notes; *provided*, *however*, that, if the period from such redemption date to the Par Call Date of the Notes is less than one year, a fixed maturity of one year shall be used;

(2) "Comparable German Bund Price" means, with respect to any relevant date, the average of all Reference German Bund Dealer Quotations for such date (which, in any event, must include at least two such quotations), after excluding the highest and lowest such Reference German Bund Dealer Quotations, or if the Company obtains fewer than four such Reference German Bund Dealer Quotations, the average of all such quotations;

(3) "Reference German Bund Dealer" means any dealer of German Bundesanleihe securities appointed by the Company in good faith; and

(4) "Reference German Bund Dealer Quotations" means, with respect to each Reference German Bund Dealer and any relevant date, the average as determined by the Company of the bid and offered prices for the Comparable German Bund Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference German Bund Dealer at 3:30 p.m., Frankfurt, Germany time, on the third Business Day preceding the relevant date. A "Business Day" for the purposes of this definition means each day that is not a Saturday, a Sunday or a day on which commercial banking institutions are not required to be open in the State of New York, in Ireland or at the place of payment.

"Depositary" has the meaning provided in Section 2.03.

"Indenture" has the meaning provided in the recitals.

"Initial Notes" means the aggregate principal amount of the Notes issued on the date hereof, as specified on the first paragraph of Section 2.01.

"Interest Payment Date" has the meaning provided in Section 2.04.

"Merger Agreement" means the Agreement and Plan of Merger, dated as of March 24, 2015, among Holdings, Kite Merger Sub Corp., Kite Merger Sub LLC and Kraft Foods Group, Inc. ("Kraft"), as may be amended, supplemented or otherwise modified, pursuant to which Kite Merger Sub Corp. will merge with and into Kraft (the "Merger"), with Kraft surviving the Merger as a wholly owned Subsidiary of Holdings. Immediately following the effective time of the Merger, (1) Kraft will be merged with and into Kite Merger Sub LLC, with Kite Merger Sub LLC surviving the merger as a wholly owned subsidiary of Holdings, and (2) Holdings will effect a series of transactions after which Kite Merger Sub LLC will merge with and into the Company, with the Company surviving (the "Final Merger").

"Notes" has the meaning provided in the recitals. For the avoidance of doubt, "Notes" shall include the Additional Notes, if any.

"Par Call Date" means March 30, 2023 (three months prior to the maturity date of the Notes).

"Remaining Scheduled Payments" means the remaining scheduled payments of the principal of and interest on the Notes (excluding accrued but unpaid interest) to the Par Call Date that would be due after the related redemption date but for such redemption; *provided*, *however*, that, if such redemption date is not an interest payment date with respect to the Notes, the amount of the next scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such redemption date.

"Supplemental Indenture" has the meaning provided in the preamble.

"Transfer Agent" has the meaning provided in Section 2.05.

"Trustee" has the meaning provided in the preamble.

ARTICLE TWO

GENERAL TERMS AND CONDITIONS OF THE NOTES

Section 2.01. Designation and Principal Amount.

The Notes are hereby authorized and are designated the 2.000% Senior Notes due 2023, unlimited in aggregate principal amount. The Notes issued on the date hereof pursuant to the terms of the Indenture shall be in an aggregate principal amount of €750,000,000, which amount shall be set forth in the written order of the Company for the authentication and delivery of the Notes pursuant to Section 301 of the Base Indenture.

In addition, without the consent of the Holders of the Notes, the Company may issue, from time to time in accordance with the provisions of the Indenture, Additional Notes having the same ranking and the same interest rate, maturity and other terms as the Notes (except for the issue date, issue price, and, in some cases, the first payment of interest or interest accruing prior

to the issue date of such Additional Notes); *provided* that if such Additional Notes are not fungible with such Notes issued on the date hereof for U.S. federal income tax purposes, the Additional Notes will be issued under a separate ISIN number. Any Additional Notes having such similar terms, together with the Notes issued on the date hereof, shall constitute a single series of notes under the Indenture. No Additional Notes may be issued if an Event of Default has occurred with respect to the Notes.

Section 2.02. Maturity. Unless an earlier redemption has occurred, the principal amount of the Notes shall mature and be due and payable, together with any accrued interest thereon, on June 30, 2023.

Section 2.03. Form and Payment.

The Notes shall be issued as global notes, in fully registered book-entry form without coupons in denominations of €100,000 and integral multiples of €1,000 in excess thereof. The principal of and premium, if any, and interest on the Notes shall be payable in Euros and not in any other currency and Section 311 of the Base Indenture shall not apply with respect to the Notes.

The Notes and the Trustee's Certificates of Authentication to be endorsed thereon are to be substantially in the form of Exhibit A, which form is hereby incorporated in and made a part of this Supplemental Indenture.

The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Supplemental Indenture, and the Company, Holdings and the Trustee, by their execution and delivery of this Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby.

Principal, premium, if any, and/or interest, if any, on the global notes representing the Notes shall be made on the Business Day prior to the relevant payment date to Société Générale Bank and Trust Luxembourg, Common Depositary Account, as common depositary, or its nominee (the "Depositary"), for the accounts of Euroclear and Clearstream. If the Paying Agent determines that the amount received by it is insufficient to make the relevant payment due in respect of the Notes, the Paying Agent shall not be obligated to pay the Holders of the Notes such payment until the Paying Agent has received such full amount.

The global notes representing the Notes shall be deposited with, or on behalf of, the Depositary and shall be registered in the name of the Depositary or a nominee of the Depositary. No global note may be transferred except as a whole by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or by the Depositary or such nominee to a successor of the Depositary or a nominee of such successor.

Additional provisions relating to the Initial Notes and Additional Notes are set forth in Appendix A, which is hereby incorporated in and made a part of this Supplemental Indenture.

Section 2.04. Interest.

Interest on the Notes shall accrue at the rate of 2.000% per annum. Interest on the Notes shall accrue from July 1, 2015 or the most recent interest payment date on which interest was paid. Interest on the Notes shall be payable annually in arrears on June 30 of each year, beginning on June 30, 2016 (each an "Interest Payment Date"). Interest on the Notes shall be payable to the Holders in whose names the Notes are registered at the close of business on the preceding June 15 (each a "Record Date"). Interest on the Notes shall be computed on the basis of the actual number of days from and including the last date on which interest was paid on the Notes (or July 1, 2015 if no interest has been paid on the Notes), to but excluding the next interest payment date. This payment convention is referred to as Actual/Actual (ICMA) as defined in the rulebook of the International Capital Markets Association.

Section 2.05. Paying Agent, Security Registrar and Transfer Agent.

For so long as the Notes remain outstanding, the Company shall, to the extent reasonably practicable and permitted as a matter of law, ensure that there is a Paying Agent for the Notes in a member state of the European Union (if such a state exists) that will not be obligated to withhold or deduct tax (1) pursuant to U.S. law in the event definitive registered Notes are issued or (2) pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of November 26-27, 2000 on the taxation of savings income or any law implementing or complying with or introduced in order to conform to any such Directive.

The Company shall also maintain one or more Security Registrars and a transfer agent (the "Transfer Agent"). Any right, protection or indemnity provided to the Trustee, the Paying Agent or the Security Registrar under the Indenture shall also be afforded to the Paying Agent, the Security Registrar and the Transfer Agent under this Supplemental Indenture. The Security Registrar and the Transfer Agent will maintain a register reflecting ownership of definitive registered Notes outstanding from time to time and will facilitate the transfer of definitive registered Notes on behalf of the Company.

The Company may change the Paying Agent, the Security Registrar or the Transfer Agent without prior notice to the Holders of the Notes. For so long as the Notes are listed on the Official List of the Irish Stock Exchange and admitted for trading on the Global Exchange Market, the Company will publish a notice of any change of Paying Agent, Registrar or Transfer Agent in a newspaper having a general circulation in Ireland or, to the extent and in the manner permitted by such rules, post such notice on the official website of the Irish Stock Exchange (www.ise.ie).

Société Générale Bank & Trust will be the initial Paying Agent, Security Registrar and Transfer Agent for the Notes.

ARTICLE THREE

REDEMPTION

Section 3.01. Optional Redemption.

At any time and from time to time, the Company may at its option redeem the Notes, in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the greater of (1) 100% of the aggregate principal amount of the Notes to be redeemed and (2)

the sum of the present values of the Remaining Scheduled Payments, plus, in each case, accrued and unpaid interest thereon to, but excluding, the redemption date, subject to the rights of Holders of the Notes to be redeemed on the relevant Record Date to receive interest due on an Interest Payment Date that is on or prior to such redemption date; *provided* that if the Company redeems any Notes on or after the Par Call Date, the redemption price for such Notes to be redeemed will equal 100% of the aggregate principal amount of such Notes redeemed, plus accrued and unpaid interest thereon to, but not including, the redemption date.

In determining the present values of the Remaining Scheduled Payments, the Company will discount such payments to the redemption date on an annual basis (Actual/Actual (ICMA)) using a discount rate equal to the Bund Rate plus 25 basis points.

Notice of any redemption of Notes in connection with a corporate transaction (including any equity offering, an incurrence of indebtedness or a change of control) may, at the Company's discretion, be given prior to the completion thereof and any such redemption or notice may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related transaction. If such redemption or purchase is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date. In addition, the Company may provide in such notice that payment of the redemption price and performance of the Company's obligations with respect to such redemption may be performed by another Person.

Section 3.02. Selection and Notice of Redemption.

If less than all of the Notes are to be redeemed at any time, the Paying Agent will select the Notes for redemption (a) on a *pro rata* basis (or as nearly as practicable) if the Notes are represented by physical certificates or (b) by lot or such other similar method in accordance with the procedures of Euroclear and Clearstream if the Notes are represented by global certificates.

Notes of €100,000 or less will be redeemed in whole and not in part. Notices of redemption will be mailed by first-class mail to each Holder of Notes to be redeemed at its registered address, or delivered electronically, at least 30 but not more than 60 days before the redemption date, except that redemption notices may be mailed more than 60 days prior to the redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture. Any inadvertent defect in the notice of redemption, including an inadvertent failure to give notice, to any Holder selected for redemption will not impair or affect the validity of the redemption of any other Note redeemed in accordance with provisions of the Indenture.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount thereof to be redeemed. The Company will issue a new Note in a principal amount equal to the unredeemed portion of the original Note in the name of the Holder upon cancelation of the original Note. In the case of a global note, an appropriate notation will be made on such Note to decrease the principal amount thereof to an amount equal to the unredeemed portion thereof. Subject to the terms of the applicable redemption notice (including any conditions contained therein), Notes called for redemption shall become due on the date fixed for redemption. On and after the redemption date, interest shall cease to accrue on Notes or portions of them called for redemption.

If the Company effects an optional redemption of Notes, it will, for so long as the Notes are listed on the Irish Stock Exchange and the rules of the Irish Stock Exchange so require, inform the Irish Stock Exchange of such optional redemption and confirm the aggregate principal amount of the Notes that will remain outstanding immediately after such redemption.

For Notes that are represented by global certificates held on behalf of Euroclear or Clearstream, notices may be given by delivery of the relevant notices to Euroclear and Clearstream, as applicable, for communication to entitled account holders in substitution of any mailing. So long as any Notes are listed on the Irish Stock Exchange or any other securities exchange and admitted for trading on the Global Exchange Market of the Irish Stock Exchange, and to the extent required by the Irish Stock Exchange or such other securities exchange, the Company will provide a copy of all notices to the Irish Stock Exchange or such other securities exchange, as applicable, and will publish such notices in a newspaper having general circulation in Ireland or, to the extent and in the manner permitted by such rules, posted on the official website of the Irish Stock Exchange (www.ise.ie) or through other methods permitted by such rules.

Section 3.03. Special Mandatory Redemption.

The Notes will be redeemed (the "Special Mandatory Redemption") in whole at a special mandatory redemption price (the "Special Mandatory Redemption Price") equal to 101% of the aggregate principal amount of the Notes, plus accrued but unpaid interest on the principal amount of the Notes to, but not including, the Special Mandatory Redemption Date (as defined below), if the Final Merger is not consummated on or prior to March 31, 2016 or if, prior to such date, the Merger Agreement is terminated (each a "Special Mandatory Redemption Event").

Upon the occurrence of a Special Mandatory Redemption Event, the Company shall promptly (but in no event later than 3 Business Days following such Special Mandatory Redemption Event) notify the Trustee and the Paying Agent in writing (such date of notification, the "Redemption Notice Date"), that the Notes are to be redeemed on the 30th day following the Redemption Notice Date (such date, the "Special Mandatory Redemption Date"), in each case in accordance with the applicable provisions of the Indenture. The Paying Agent, upon receipt of the notice specified above, shall notify each Holder in accordance with the applicable provisions of the Indenture that all of the outstanding notes shall be redeemed at the Special Mandatory Redemption Price on the Special Mandatory Redemption Date automatically and without any further action by the Holders of the Notes. At or prior to 12:00 p.m. (Luxembourg time) on the Special Mandatory Redemption Date, the Company shall deposit funds with the Paying Agent sufficient to pay the Special Mandatory Redemption Price for the Notes on such date. If such deposit is made as provided above, the Notes will cease to bear interest on and after the Special Mandatory Redemption Date.

Notwithstanding anything to the contrary in Article Nine of the Base Indenture, this Section 3.03 and the related definitions may not be waived or modified without the written consent of each Holder of the Notes. Failure to make the Special Mandatory Redemption, if required, in accordance with this Section 3.03 will constitute an Event of Default with respect to the Notes.

ARTICLE FOUR

MISCELLANEOUS

Section 4.01. Application of Supplemental Indenture.

The Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed. This Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided.

Section 4.02. Trust Indenture Act.

The Trust Indenture Act shall not apply to or govern the Notes. For the avoidance of doubt, any references to the Trust Indenture Act in the Base Indenture shall not apply to the Notes.

Section 4.03. Conflict with Base Indenture.

To the extent not expressly amended or modified by this Supplemental Indenture, the Base Indenture shall remain in full force and effect. If any provision of this Supplemental Indenture relating to the Notes is inconsistent with any provision of the Base Indenture, the provision of this Supplemental Indenture shall control.

Section 4.04. Notices.

In addition to the notice requirements set forth in the Base Indenture, if and for so long as any of the Notes are listed on the Irish Stock Exchange and the rules of the Irish Stock Exchange so require, notices with respect to the Notes listed on the Irish Stock Exchange will be published on the official website of the Irish Stock Exchange or in a leading newspaper having general circulation in Ireland or, to the extent and in the manner permitted by such rules, posted on the official website of the Irish Stock Exchange, or if such publication is not practicable, published in an English language newspaper having general circulation in Europe.

For so long as any Notes are represented by global Notes, all notices to Holders of the Notes will be delivered to Euroclear and Clearstream, each of which will give such notices to the Holders of book-entry interests in the Notes.

Section 4.05. Governing Law; Waiver of Jury Trial.

THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

EACH OF THE COMPANY, HOLDINGS, THE TRUSTEE AND SOCIÉTÉ GÉNÉRALE BANK & TRUST HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 4.06. Successors.

All agreements of the Company and Holdings in the Base Indenture, this Supplemental Indenture and the Notes shall bind their successors. All agreements of the Trustee in the Base Indenture and this Supplemental Indenture shall bind its successors. All agreements of the Paying Agent, Security Registrar and Transfer Agent in this Supplemental Indenture shall bind its successors.

Section 4.07. Counterparts.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 4.08. Trustee Disclaimer.

The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture and the Notes other than as to the validity of its execution and delivery by the Trustee. The recitals and statements herein and in the Notes are deemed to be those of the Company and Holdings and not the Trustee and the Trustee assumes no responsibility for the same. The Trustee or any Authenticating Agent shall not be accountable for the use or application by the Company of Notes or the proceeds thereof.

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IN WITNESS WHEREOF, the parties to this Supplemental Indenture have caused it to be duly executed as of the day and year first above written.

H. J. HEINZ COMPANY

By: /s/ James Liu
Name: James Liu
Title: Global Treasurer

H.J. HEINZ HOLDING CORPORATION

By: /s/ Paulo Basilio
Name: Paulo Basilio
Title: Vice President, Chief Financial Officer and Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Martin Reed
Name: Martin Reed
Title: Vice President

SOCIÉTÉ GÉNÉRALE BANK & TRUST,
as Paying Agent, Security Registrar and Transfer Agent

By: /s/ Benoit WILLERS
Name: Benoit WILLERS
Title: Head of Custody and Issuer Services

Appendix A

PROVISIONS RELATING TO INITIAL NOTES AND
ADDITIONAL NOTES

Section 1.1 Definitions.

(a) Capitalized Terms.

Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Indenture. The following capitalized terms have the following meanings:

"*Applicable Procedures*" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Global Note, Euroclear or Clearstream, in each case to the extent applicable to such transaction and as in effect from time to time.

"*Clearstream*" means Clearstream Banking, Société Anonyme, or any successor securities clearing agency.

"*Custodian*" means the Depositary, as custodian with respect to the Notes in global form, or any successor entity thereto.

"*Definitive Note*" means a certificated Initial Note or Additional Note issued pursuant to the Indenture (bearing the Restricted Notes Legend if the transfer of such Note is restricted by applicable law) that does not include the Global Notes Legend.

"*Distribution Compliance Period*," with respect to any Note, means the period of 40 consecutive days beginning on and including the later of (a) the day on which such Note is first offered to persons other than distributors (as defined in Regulation S) in reliance on Regulation S, notice of which day shall be promptly given by the Company to the Trustee, and (b) the date of issuance with respect to such Note or any predecessor of such Note.

"*Euroclear*" means Euroclear Bank S.A./N.Y., as operator of Euroclear systems Clearance System or any successor securities clearing agency.

"*Regulation S*" means Regulation S promulgated under the Securities Act of 1933, as amended.

"*Transfer Restricted Notes*" means Definitive Notes and any Notes in global form that bear or are required to bear the Restricted Notes Legend.

"*Unrestricted Global Note*" means any Note in global form that does not bear or is not required to bear the Restricted Notes Legend.

"*U.S. person*" means a "U.S. person" as defined in Regulation S.

(b) Other Definitions.

Term:	Defined in Section:
"Agent Members"	2.1(c)
"Definitive Notes Legend"	2.2(e)
"ERISA Legend"	2.2(b)
"Global Note"	2.1(b)
"Global Notes Legend"	2.2(e)
"Regulation S Global Note"	2.1(b)
"Regulation S Notes"	2.1(a)
"Restricted Notes Legend"	2.3(e)

Section 2.1 Form and Dating.

(a) The Initial Notes issued on the date hereof shall be (i) offered and sold by the Company to the initial purchasers thereof and (ii) resold, initially only to Persons other than U.S. persons in reliance on Regulation S ("*Regulation S Notes*").

(b) *Global Notes*. Regulation S Notes shall be issued initially in the form of one or more global Notes, numbered RS-1 upward (collectively, the "*Regulation S Global Note*"), without interest coupons and bearing the Global Notes Legend and Restricted Notes Legend, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Custodian, and registered in the name of the Depositary or a nominee of the Depositary, duly executed by the Company and authenticated by the Trustee or its Authenticating Agent as provided in the Indenture. The Regulation S Global Note and any Unrestricted Global Note are each referred to herein as a "*Global Note*" and are collectively referred to herein as "*Global Notes*." Each Global Note shall represent such of the outstanding Notes as shall be specified in the "Schedule of Exchanges of Interests in the Global Note" attached thereto and each shall provide that it shall represent the aggregate principal amount of Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as applicable, to reflect exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Sections 304 and 305 of the Base Indenture and Section 2.2(c) of this Appendix A.

(c) *Book-Entry Provisions*. This Section 2.1(c) shall apply only to a Global Note deposited with or on behalf of the Depositary.

The Company shall execute and the Trustee or its Authenticating Agent shall, in accordance with this Section 2.1(c) and Section 303 of the Base Indenture and pursuant to a Company Order signed by one authorized officer of the Company, authenticate and deliver initially one or more Global Notes that (i) shall be registered in the name of the Depositary for such Global Note or Global Notes or the nominee of such Depositary and (ii) shall be delivered by the Trustee to such Depositary or pursuant to such Depositary's instructions or held by the Custodian.

Members of, or participants in, the Depositary ("*Agent Members*") shall have no rights under the Indenture with respect to any Global Note held on their behalf by the Depositary or by the Custodian or under such Global Note, and the Depositary may be treated by the Company,

the Trustee and any agent of the Company or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of such Depositary governing the exercise of the rights of a holder of a beneficial interest in any Global Note.

(d) *Definitive Notes*. Except as provided in Section 2.2 or Section 2.3 of this Appendix A, owners of beneficial interests in Global Notes shall not be entitled to receive physical delivery of Definitive Notes.

Section 2.2 Transfer and Exchange.

(a) *Transfer and Exchange of Definitive Notes for Definitive Notes*. When Definitive Notes are presented to the Security Registrar with a written request:

(i) to register the transfer of such Definitive Notes; or

(ii) to exchange such Definitive Notes for an equal principal amount of Definitive Notes of other authorized denominations,

the Security Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; provided, however, that the Definitive Notes surrendered for transfer or exchange:

(1) shall be duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Company and the Security Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing; and

(2) in the case of Transfer Restricted Notes, they are being transferred or exchanged pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), or pursuant to Section 2.2(b) of this Appendix A or otherwise in accordance with the Restricted Notes Legend, and are accompanied by a certification from the transferor in the form provided on the reverse side of the Form of Note in Exhibit A to the Supplemental Indenture for exchange or registration of transfers and, as applicable, delivery of such legal opinions, certifications and other information as may be requested pursuant thereto.

(b) *Restrictions on Transfer of a Definitive Note for a Beneficial Interest in a Global Note*. A Definitive Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a Definitive Note, duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Company and the Security Registrar, together with:

(i) a certification from the transferor in the form provided on the reverse side of the Form of Note in Exhibit A to the Supplemental Indenture for exchange or registration of transfers and, as applicable, delivery of such legal opinions, certifications and other information as may be requested pursuant thereto; and

(ii) written instructions directing the Trustee to make, or to direct the Custodian to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

the Paying Agent shall cancel such Definitive Note and cause, or direct the Custodian to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Custodian, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Definitive Note to be exchanged and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Definitive Note so canceled. If the applicable Global Note is not then outstanding, the Company shall issue and the Trustee or its Authenticating Agent shall authenticate, upon written order of the Company in the form of an Officer's Certificate, a new applicable Global Note in the appropriate principal amount.

(c) *Transfer and Exchange of Global Notes*.

(i) The transfer and exchange of Global Notes or beneficial interests therein shall be effected through the Depositary, in accordance with the Indenture (including applicable restrictions on transfer set forth in Section 2.2(d) of this Appendix A, if any) and the procedures of the Depositary therefor. A transferor of a beneficial interest in a Global Note shall deliver to the Security Registrar a written order given in accordance with the Depositary's procedures containing information regarding the participant account of the Depositary to be credited with a beneficial interest in such Global Note, or another Global Note, and such account shall be credited in accordance with such order with a beneficial interest in the applicable Global Note and the account of the Person making the transfer shall be debited by an amount equal to the beneficial interest in the Global Note being transferred.

(ii) If the proposed transfer is a transfer of a beneficial interest in one Global Note to a beneficial interest in another Global Note, the Security Registrar shall reflect on its books and records the date and an increase in the principal amount of the Global Note to which such interest is being transferred in an amount equal to the principal amount of the interest to be so transferred, and the Security Registrar shall reflect on its books and records the date and a corresponding decrease in the principal amount of the Global Note from which such interest is being transferred.

(iii) Notwithstanding any other provisions of this Appendix A (other than the provisions set forth in Section 2.3 of this Appendix A), a Global Note may not be transferred except as a whole and not in part if the transfer is by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(d) *Restrictions on Transfer of Global Notes; Voluntary Exchange of Interests in Transfer Restricted Global Notes for Interests in Unrestricted Global Notes*.

(i) During the Distribution Compliance Period, beneficial ownership interests in the Regulation S Global Note may only be sold, pledged or transferred through Euroclear or Clearstream in accordance with the Applicable Procedures, the Restricted Notes Legend on such Regulation S Global Note and any applicable securities laws of any state of the United States of America. Prior to the expiration of the Distribution Compliance Period, transfers by an owner of a beneficial interest in the Regulation S Global Note shall be made only in accordance with the Applicable Procedures and the Restricted Notes Legend and upon receipt by the Trustee of a written certification from the transferor of the beneficial interest in the form provided on the reverse side of the Form of Note in Exhibit A to the Supplemental Indenture for exchange or registration of transfers. Such written certifications or letter shall no longer be required after the expiration of the Distribution Compliance Period. Upon the expiration of the Distribution Compliance Period, beneficial ownership interests in the Regulation S Global Note shall be transferable in accordance with applicable law and the other terms of the Indenture.

(ii) Upon the expiration of the Distribution Compliance Period, beneficial interests in the Regulation S Global Note may be exchanged for beneficial interests in an Unrestricted Global Note upon certification in the form provided on the reverse side of the Form of Note in Exhibit A to the Supplemental Indenture for an exchange from a Regulation S Global Note to an Unrestricted Global Note.

(iii) If no Unrestricted Global Note is outstanding at the time of a transfer contemplated by the preceding clause (ii), the Company shall issue and the Trustee or its Authenticating Agent shall authenticate, upon written order of the Company in the form of an Officer's Certificate, a new Unrestricted Global Note in the appropriate principal amount.

(e) *Legends*.

(i) Except as permitted by Section 2.2(d) and this Section 2.2(e) of this Appendix A, each Note certificate evidencing the Global Notes and the Definitive Notes (and all Notes issued in exchange therefor or in substitution thereof) shall bear a legend in substantially the following form (each defined term in the legend being defined as such for purposes of the legend only) ("*Restricted Notes Legend*"):

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH NOTE, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH H. J. HEINZ COMPANY (THE "COMPANY") OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF THIS NOTE) ONLY (A) TO THE COMPANY, H.J. HEINZ HOLDING CORPORATION OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES TO NON U.S. PERSONS IN OFFSHORE TRANSACTIONS IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT OR (D) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND TO COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, AND ANY APPLICABLE LOCAL LAWS AND REGULATIONS AND FURTHER SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHTS PURSUANT TO THE INDENTURE PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (I) PURSUANT TO CLAUSE (D) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM AND (II) IN EACH OF THE FOREGOING CASES, TO REQUIRE THAT A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS NOTE IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE, AND THE HOLDER AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS NOTE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

Each Definitive Note shall bear the following additional legend ("*Definitive Notes Legend*"):

> IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE SECURITY REGISTRAR AND TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH SECURITY REGISTRAR AND TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

Each Global Note shall bear the following additional legend ("*Global Notes Legend*"):

> UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF THE DEPOSITARY OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO THE DEPOSITARY, OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, THE DEPOSITARY, HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO THE DEPOSITARY, TO NOMINEES OF THE DEPOSITARY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

Each Note shall bear the following additional legend ("*ERISA Legend*"):

BY ITS ACQUISITION OF THIS SECURITY OR ANY INTEREST HEREIN, THE HOLDER THEREOF WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED BY SUCH HOLDER TO ACQUIRE OR HOLD THIS SECURITY OR ANY INTEREST HEREIN CONSTITUTES THE ASSETS OF AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OF A PLAN, INDIVIDUAL RETIREMENT ACCOUNT OR OTHER ARRANGEMENT THAT IS SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") OR PROVISIONS UNDER ANY OTHER FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE ("SIMILAR LAWS"), OR OF AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE "PLAN ASSETS" OF ANY SUCH PLAN, ACCOUNT OR ARRANGEMENT, OR (2) THE ACQUISITION AND HOLDING OF THIS SECURITY OR ANY INTEREST HEREIN WILL NOT CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A SIMILAR VIOLATION UNDER ANY APPLICABLE SIMILAR LAWS.

(ii) Upon any sale or transfer of a Transfer Restricted Note that is a Definitive Note, the Security Registrar shall permit the Holder thereof to exchange such Transfer Restricted Note for a Definitive Note that does not bear the Restricted Notes Legend and the Definitive Notes Legend and rescind any restriction on the transfer of such Transfer Restricted Note if the Holder certifies in writing to the Security Registrar that its request for such exchange is in respect of a transfer made in reliance on Rule 144 under the Securities Act and provides such legal opinions, certifications and other information as the Company or the Trustee may reasonably request.

(iii) Any Additional Notes sold in a registered offering shall not be required to bear the Restricted Notes Legend.

(f) *Cancellation or Adjustment of Global Note*. At such time as all beneficial interests in a Global Note have either been exchanged for Definitive Notes, transferred in exchange for an interest in another Global Note, redeemed, repurchased or canceled, such Global Note shall be returned by the Depositary to the Security Registrar for cancellation or retained and canceled by the Security Registrar. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for Definitive Notes, transferred in exchange for an interest in another Global Note, redeemed, repurchased or canceled, the principal amount of Notes represented by such Global Note shall be reduced and an adjustment shall be made on the books and records of the Trustee (if it is then the Custodian for such Global Note) with respect to such Global Note, by the Trustee or the Custodian, to reflect such reduction.

(g) *Obligations with Respect to Transfers and Exchanges of Notes*.

(i) To permit registrations of transfers and exchanges, the Company shall execute and the Trustee shall authenticate, Definitive Notes and Global Notes at the Security Registrar's request.

(ii) No service charge shall be made for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charge payable upon exchanges pursuant to Sections 304, 305, 306, 906 and 1107 of the Base Indenture).

(iii) Prior to the due presentation for registration of transfer of any Note, the Company, the Trustee, the Paying Agent or the Security Registrar may deem and treat the person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal, premium, if any, and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Company, the Trustee, the Paying Agent or the Security Registrar shall be affected by notice to the contrary.

(iv) All Notes issued upon any transfer or exchange pursuant to the terms of the Indenture shall evidence the same debt and shall be entitled to the same benefits under the Indenture as the Notes surrendered upon such transfer or exchange.

(v) In order to effect any transfer or exchange of an interest in any Transfer Restricted Note for an interest in a Note that does not bear the Restricted Notes Legend and has not been registered under the Securities Act, if the Security Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel, in form reasonably acceptable to the Security Registrar to the effect that no registration under the Securities Act is required in respect of such exchange or transfer or the re-sale of such interest by the beneficial holder thereof, shall be required to be delivered to the Security Registrar and the Trustee.

(h) *No Obligation of the Trustee*.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in the Depositary or any other Person with respect to the accuracy of the records of the Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depositary) of any notice (including any notice of redemption or repurchase) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders under the Notes shall be given or made only to the registered Holders (which shall be the Depositary or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through the Depositary subject to the applicable rules and procedures of the Depositary. The Trustee may conclusively rely and shall be fully protected in conclusively relying upon information furnished by the Depositary with respect to its members, participants and any beneficial owners.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under the Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Depositary participants, members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of the Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(iii) Neither the Trustee nor any Agent shall have any responsibility or liability for any actions taken or not taken by the Depositary.

Section 2.3 Definitive Notes.

(a) A Global Note deposited with the Depositary or with the Custodian pursuant to Section 2.1 may be transferred to the beneficial owners thereof in the form of Definitive Notes in an aggregate principal amount equal to the principal amount of such Global Note, in exchange for such Global Note, only if such transfer complies with Section 2.2 of this Appendix A and (i) the Depositary notifies the Company that it is unwilling or unable to continue as a Depositary for such Global Note and a successor depositary is not appointed by the Company within 90 days of such notice, (ii) the Company, at its option, notifies the Trustee in writing that it elects to exchange in whole, but not in part, the Global Note for Definitive Notes, or (ii) an Event of Default has occurred and is continuing and Euroclear or Clearstream have received a request from a beneficial owner thereof. In addition, any Affiliate of the Company or any Guarantor that is a beneficial owner of all or part of a Global Note may have such Affiliate's beneficial interest transferred to such Affiliate in the form of a Definitive Note by providing a written request to the Company and the Trustee and such Opinions of Counsel, certificates or other information as may be required by the Indenture or the Company or Trustee.

(b) Any Global Note that is transferable to the beneficial owners thereof pursuant to this Section 2.3 shall be surrendered by the Depositary to the Trustee, to be so transferred, in whole or from time to time in part, without charge, and the Trustee or its Authenticating Agent shall authenticate and deliver, upon such transfer of each portion of such Global Note, an equal aggregate principal amount of Definitive Notes of authorized denominations. Any portion of a

Global Note transferred pursuant to this Section 2.3 shall be executed, authenticated and delivered only in denominations of €100,000 and integral multiples of €1,000 in excess thereof and registered in such names as the Depositary shall direct. Any Definitive Note delivered in exchange for an interest in a Global Note that is a Transfer Restricted Note shall, except as otherwise provided by Section 2.2(e) of this Appendix A, bear the Restricted Notes Legend.

(c) The registered Holder of a Global Note may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(d) In the event of the occurrence of any of the events specified in Section 2.3(a) of this Appendix A, the Company shall promptly make available to the Trustee a reasonable supply of Definitive Notes in fully registered form without interest coupons.

Exhibit A

Form of Global Note representing the Notes

[Insert the Restricted Notes Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Global Notes Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the ERISA Legend, if applicable pursuant to the provisions of the Indenture]

No. RS-[ ]

H. J. HEINZ COMPANY

2.000% SENIOR NOTE DUE 2023

representing

€

Common Code:

ISIN:

H. J. Heinz Company, a Pennsylvania corporation (hereinafter called the "Company" or the "Issuer", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to Société Générale Bank and Trust Luxembourg, Common Depositary Account, or registered assigns, the principal sum of € on June 30, 2023, and to pay interest thereon from July 1, 2015 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, annually on June 30 in each year, commencing June 30, 2016, at the rate of 2.000% per annum until the principal hereof is paid or made available for payment.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be June 15 (whether or not a Business Day) next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holders on such Regular Record Date and may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee for the Notes, notice whereof shall be given to Holders of Notes not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of and interest on this Note will be made at the office or agency of the Company maintained for that purpose (initially the principal corporate trust office of the Paying Agent in Luxembourg), in Euros. All payments of principal and interest in respect of this Note will be made by the Company in immediately available funds.

Additional provisions of this Note are contained on the reverse hereof, and such provisions shall have the same effect as though fully set forth in this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee for the Notes by manual signature, this Note shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

Signature Page Follows

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

H. J. HEINZ COMPANY

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein described in the within-mentioned Indenture.

Dated:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By:

SOCIÉTÉ GÉNÉRALE BANK & TRUST,
as Authenticating Agent

By: _____
Name:
Title:

This Note is one of a duly authorized issue of debentures, notes or other evidences of indebtedness (hereinafter called the "Securities") of the Company of the series hereinafter specified, which series is limited in aggregate principal amount to €750,000,000 (except as provided in the Indenture hereinafter mentioned), all such Securities issued and to be issued under an Indenture dated as of July 1, 2015 between the Company, as issuer, H.J. Heinz Holding Corporation, as guarantor ("Holdings"), and Wells Fargo Bank, National Association, as Trustee (the "Base Indenture"), as supplemented by the First Supplemental Indenture, dated as of July 1, 2015, among the Company, Holdings, the Trustee and Société Générale Bank & Trust, as Paying Agent, Security Registrar and Transfer Agent (the "Supplemental Indenture" and together with the Base Indenture, herein called the "Indenture"), to which Indenture and all other indentures supplemental thereto reference is hereby made for a statement of the rights and limitations of rights thereunder of the Holders of the Securities and of the rights, obligations, duties and immunities of the Trustee for each series of Securities and of the Company, and the terms upon which the Securities are and are to be authenticated and delivered. As provided in the Indenture, the Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different sinking, purchase or analogous funds, if any, may be subject to different covenants and Events of Default and may otherwise vary as in the Indenture provided or permitted. This Note is one of a series of the Securities designated therein as 2.000% Senior Notes due 2023 (the "Notes").

The Company may, without the consent of the Holders of the Notes, issue additional notes having the same ranking and the same interest rate, maturity and other terms as the Notes, except for the issue price, issue date and, in some cases, the first payment of interest or interest accruing prior to the issue date of such additional notes. Any additional notes having such similar terms, together with the Notes, shall constitute a single series of notes under the Indenture. No additional notes may be issued if an Event of Default has occurred with respect to the Notes.

Guarantee

Pursuant to Article Fourteen of the Base Indenture, the Company's obligations under the Indenture with respect to the Notes shall be guaranteed on a senior unsecured basis by Holdings. Holdings shall be automatically and unconditionally released and discharged from all obligations under the Indenture and the Guarantee without any action required on the part of the Trustee or any Holder pursuant to Section 1406 of the Base Indenture.

Change of Control Triggering Event

If a Change of Control Triggering Event (as defined below) occurs, unless the Company has previously or concurrently exercised its right to redeem the Notes upon the occurrence of specified events involving taxation as described in Section 1108 of the Base Indenture or the Company has previously or concurrently delivered an unconditional (or conditional solely with respect to the applicable Change of Control Triggering Event) redemption notice with respect to all of the outstanding Notes as described in Section 3.01 of the Supplemental Indenture, Holders may require the Company to repurchase all or any part (equal to €100,000 or an integral multiple of €1,000 in excess thereof) of their Notes pursuant to an offer (the "Change of Control Offer") of payment in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued but unpaid interest, if any, on the Notes repurchased, to, but excluding, the date of repurchase (the "Change of Control Payment"). Within 30 days following any Change of Control Triggering Event, the Company will (i) deliver a notice to each Holder of the Notes, electronically or by first class mail at the address of such Holder appearing in the security register or otherwise in accordance with the procedures of Euroclear or Clearstream, describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is delivered (the "Change of Control Payment Date"), pursuant to the procedures required by the Indenture and described in such notice and (ii) if at the time of such notice the Notes are listed on the Irish Stock Exchange, or any other securities exchange, and admitted for trading on the Global Exchange Market of the Irish Stock Exchange, to the extent the rules of the Irish Stock Exchange or such other securities exchange so require, cause a notice of the Change of Control Offer to be published in a leading newspaper of general circulation in Ireland or, to the extent and in a manner permitted by such rules, post such notice on the official website of the Irish Stock Exchange (www.ise.ie) or through other methods permitted by such rules. The Company must comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any other securities laws, rules and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Triggering Event provisions of the Notes by virtue of such conflicts.

On the Change of Control Payment Date, the Company will, to the extent lawful:

- accept for payment all Notes or portions of Notes validly tendered pursuant to the Change of Control Offer;
- deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes validly tendered; and
- deliver or cause to be delivered to the Trustee the Notes properly accepted together with an officer's certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent will promptly deliver to each Holder of Notes properly tendered the purchase price for the Notes, and the Trustee or its Authenticating Agent will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new note equal in principal amount to any unpurchased portion of any Notes surrendered, if any; *provided* that each such new note will be in a principal amount of €100,000 or an integral multiple of €1,000 in excess thereof.

The Company will not be required to make Change of Control Offer with respect to the Notes upon a Change of Control Triggering Event if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements for a Change of Control Offer made by the Company and such third party purchases all Notes validly tendered and not validly withdrawn pursuant to such Change of Control Offer or (2) a notice of redemption of all outstanding Notes has, prior to or concurrently with such Change of Control Triggering Event, been given pursuant to the Indenture as described in Section 1108 of the Base Indenture or Section 3.01 of the Supplemental Indenture, unless and until there is a default in the payment of the redemption price on the applicable redemption date or the redemption is not consummated due to the failure of a condition precedent contained in the applicable redemption notice to be satisfied. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control Triggering Event, conditional upon such Change of Control Triggering Event, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

Notwithstanding the provisions set forth in Section 902 of the Base Indenture, the provisions of this Note relating to the Company's obligation to make an offer to repurchase the Notes as a result of a Change of Control Triggering Event may be waived or modified prior to the occurrence of a Change of Control Triggering Event with the written consent of the Holders of a majority in principal amount of the Notes then outstanding.

If at the time of any such Change of Control Triggering Event, the Notes are listed on the Irish Stock Exchange or any other securities exchange, to the extent required by the Irish Stock Exchange or such other securities exchange, the Company will notify the Irish Stock Exchange or such other securities exchange, as applicable, that a Change of Control Triggering Event has occurred and any relevant details relating to such Change of Control Triggering Event.

For purposes of the foregoing discussion of a repurchase at the option of Holders, the following definitions are applicable:

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Below Investment Grade Rating Event" means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies (as defined below) on any date from the date of the public notice of an arrangement that could result in a Change of Control (as defined below) until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); *provided* that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred with respect to a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not announce or

publicly confirm or inform the Trustee and the Paying Agent in writing at their request that the reduction was the result, in whole or in part, of any event or circumstance comprising or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

"Change of Control" means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger, amalgamation, consolidation or other business combination transaction), in one or a series of related transactions, of all or substantially all of the properties or assets of Holdings and its Subsidiaries taken as a whole to any Person (as defined below) or group of related Persons for purposes of Section 13(d) of the Exchange Act other than to the Company or one of its wholly owned Subsidiaries or one or more Permitted Holders; (2) the approval by the holders of the common stock of Holdings of any plan or proposal for the liquidation or dissolution of Holdings (whether or not otherwise in compliance with the provisions of the Indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or Group becomes the beneficial owner (as defined in Rules 13d-3 (without giving effect to the proviso in clause (d)(1)(i) thereof) and 13d-5 under the Exchange Act as in effect on the original issuance date of the Notes), directly or indirectly, of more than 50% of the then-outstanding number of shares of the voting stock of Holdings; or (4) Holdings ceasing to own, directly or indirectly, 100% of the issued and outstanding shares of voting stock of the Company.

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P.

"Moody's" means Moody's Investors Service, Inc. and its successors.

"Permitted Holders" means, collectively, (1) 3G Capital, Inc., and each of its Affiliates but not including, however, any portfolio companies of any of the foregoing, (2) Berkshire Hathaway, Inc., and each of its Affiliates but not including, however, any portfolio companies of any of the foregoing, (3) any one or more Persons, together with such Persons' Affiliates, whose beneficial ownership constitutes or results in a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of the Indenture, (4) the members of management of Holdings (or any parent entity of Holdings) or its Subsidiaries who are holders of capital stock of Holdings or of any parent entity of Holdings on the original issuance date of the Notes, (5) any Person who is acting solely as an underwriter in connection with a public or private offering of capital stock of any parent entity of Holdings or Holdings, acting in such capacity, and (6) any Group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; provided that, in the case of such Group and without giving effect to the existence of such Group or any other Group, the Persons referred to in clauses (1) through (4) above collectively have beneficial ownership of more than 50% of the total voting power of the voting stock of Holdings or any of its direct or indirect parent entities held by such Group.

"Person" has the meaning set forth in the Indenture and includes a "person" as used in Section 13(d)(3) of the Exchange Act.

"Rating Agencies" means (1) each of Moody's and S&P; and (2) if either of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company (as certified by a resolution of the Company's Board of Directors) as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

Payment of Additional Amounts

Section 1010 of the Base Indenture shall be applicable to the Notes.

Redemption for Tax Reasons

The Company may, at its option, redeem the Notes at any time, in whole but not in part, at a redemption price equal to the principal amount thereof together with accrued and unpaid interest to, but not including, the date fixed for redemption, upon the giving of a notice as described below, if as a result of any change in, or amendment to, applicable laws (or any regulations or rulings promulgated under applicable laws), or any change in, or amendment to, an official position regarding the application or interpretation of such laws, regulations or rulings (including a holding by a court of competent jurisdiction), which change or amendment is announced or becomes effective on or after June 24, 2015, the Company has or will become obligated to pay Additional Amounts (based on a written opinion of independent counsel selected by the Company) as described in Section 1010 of the Base Indenture.

If the Company elects to redeem the Notes pursuant to the provisions set forth in the preceding paragraph, it will deliver to the Trustee no later than 15 days prior to the date fixed for redemption a certificate, signed by an authorized officer, specifying the date fixed for such redemption.

Optional Redemption

The Notes are subject to redemption at the option of the Company as described in Section 3.01 of the Supplemental Indenture.

Special Mandatory Redemption

The Notes are subject to Special Mandatory Redemption as described in Section 3.03 of the Supplemental Indenture.

Defeasance; Satisfaction and Discharge

The Indenture contains provisions for discharge or defeasance at any time of the entire principal of all the Securities of any series upon compliance by the Company with certain conditions set forth therein.

The Company's obligations under the Indenture with respect to Notes may be terminated if the Company irrevocably deposits with the Trustee money or Government Obligations sufficient to pay and discharge the entire indebtedness on the Indenture.

Events of Default

If an Event of Default (other than an Event of Default described in Section 501(4) or 501(5) of the Base Indenture) with respect to the Notes shall occur and be continuing, then either the Trustee or the Holders of not less than 25% in principal amount of the Notes of this series then Outstanding may declare the entire principal amount of the Notes of this series due and payable in the manner and with effect provided in the Indenture. If an Event of Default specified in Section 501(4) or 501(5) occurs with respect to the Company or Holdings, all of the unpaid principal amount and accrued interest then outstanding shall *ipso facto* become and be immediately due and payable in the manner and with the effect provided in the Indenture without any declaration or other act by the Trustee or any Holder.

Amendments

Without notice to or the consent of the Holders of the Notes, the Indenture and the Notes may be amended, supplemented or otherwise modified by the Company, the Guarantors, as applicable, and the Trustee as provided in the Indenture. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities under the Indenture at any time by the Company with the consent of the Holders of more than 50% in aggregate principal amount of the Securities at the time Outstanding of each series issued under the Indenture to be affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities of that series at the time Outstanding, on behalf of the Holders of all the Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences with respect to such series. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the transfer hereof or in exchange or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

Payment

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein and in the Indenture prescribed.

Transfer, Registration and Exchange

As provided in the Indenture and subject to certain limitations therein set forth, this Note is transferable on the Security Register of the Company, upon surrender of this Note for registration of transfer at the office or agency of the Company to be maintained for that purpose in the Grand Duchy of Luxembourg, or at any other office or agency of the Company maintained for that purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by the Holder hereof or his attorney duly authorized in writing, and thereupon due or one or more new notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of €100,000 and any multiple of €1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a like tenor and of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Company, the Trustee for the Notes and any agent of the Company or such Trustee may treat the Person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note be overdue, and neither the Company, such Trustee nor any such agent shall be affected by notice to the contrary.

The Notes are not subject to a sinking fund.

This Note shall for all purposes be governed by, and construed in accordance with, the laws of the State of New York.

Certain terms used in this Note which are defined in the Indenture have the meanings set forth therein. In the event of a conflict between the terms of the Notes and the terms of the Indenture, the terms of the Indenture shall prevail.

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Name and address of Assignee, including zip code, must be printed or typewritten)

the within Note, and all rights thereunder, hereby irrevocably, constituting and appointing

to transfer the said Note on the books of H. J. Heinz Company with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR
REGISTRATION OF TRANSFERS OF TRANSFER RESTRICTED NOTES

This certificate relates to € principal amount of Notes held in (check applicable space) book-entry or definitive form by the undersigned.

The undersigned (check one box below):

☐ has requested the Trustee or its agent by written order to deliver in exchange for its beneficial interest in a Global Note held by the Depositary a Note or Notes in definitive, registered form of authorized denominations and an aggregate principal amount equal to its beneficial interest in such Global Note (or the portion thereof indicated above) in accordance with the Indenture; or

☐ has requested the Trustee or its agent by written order to exchange or register the transfer of a Note or Notes.

In connection with any transfer of any of the Notes evidenced by this certificate, the undersigned confirms that such Notes are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

(1) ☐ to the Company, Holdings or any subsidiary thereof; or

(2) ☐ to the Registrar for registration in the name of the Holder, without transfer; or

(3) ☐ pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "*Securities Act*"); or

(4) ☐ pursuant to offers and sales to non-U.S. persons that occur outside the United States of America within the meaning of Regulation S under the Securities Act (and if the transfer is being made prior to the expiration of the Distribution Compliance Period, the Notes shall be held immediately thereafter through Euroclear or Clearstream); or

(5) ☐ pursuant to another available exemption from registration under the Securities Act.

Unless one of the boxes is checked, the Trustee or its agent will refuse to register any of the Notes evidenced by this certificate in the name of any Person other than the registered Holder thereof; *provided*, *however*, that if box (5) is checked, the Company or the Trustee or its agent may require, prior to registering any such transfer of the Notes, such legal opinions, certifications and other information as the Company or the Trustee has reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

_____
Your Signature

Date: _____

_____
Signature of Signature Guarantor

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have all or part of this Note purchased by the Company pursuant to Change of Control, state the amount you elect to have purchased:

€_____ (integral multiples of €1,000, *provided* that the unpurchased portion must be in a minimum principal amount of €100,000)

Date: _____

Your Signature:

_____

(Sign exactly as your name appears on the face of this Note)

Tax Identification No.:

_____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee or its agent).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The initial outstanding principal amount of this Global Note is € .. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee, Depositary or Custodian

EXHIBIT 4.4

EXECUTION VERSION

H. J. HEINZ COMPANY,

as Issuer,

H.J. HEINZ HOLDING CORPORATION,

as Guarantor,

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee,

and

SOCIÉTÉ GÉNÉRALE BANK & TRUST,

as Paying Agent, Security Registrar and Transfer Agent

SECOND SUPPLEMENTAL INDENTURE

Dated as of July 1, 2015

to

INDENTURE

Dated as of July 1, 2015

Relating to

£400,000,000 4.125% Senior Notes due 2027

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE, dated as of July 1, 2015 (the "Supplemental Indenture"), among H. J. Heinz Holding Company (the "Company"), a Pennsylvania corporation, H.J. Heinz Holding Corporation ("Holdings"), a Delaware corporation, Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee"), and Société Générale Bank & Trust, a financial institution incorporated and existing under the laws of the Grand Duchy of Luxembourg, as Paying Agent, Security Registrar and Transfer Agent, to the Base Indenture (as defined below).

RECITALS

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of July 1, 2015 (the "Base Indenture"), providing for the issuance from time to time of its notes and other evidences of senior debt securities, to be issued in one or more series as therein provided;

WHEREAS, pursuant to the terms of the Base Indenture, the Company desires to provide for the establishment of a series of notes to be known as its 4.125% Senior Notes due 2027 (the "Notes"), the form and substance of such Notes and the terms, provisions and conditions thereof to be set forth as provided in the Base Indenture and this Supplemental Indenture (together, the "Indenture");

WHEREAS, pursuant to the Base Indenture, the Notes will be fully and unconditionally guaranteed as to payment of principal, premium, if any, and interest on a senior unsecured basis (the "Guarantee") by Holdings; and

WHEREAS, the Company and Holdings have requested that the Trustee execute and deliver this Supplemental Indenture, and all requirements necessary to make this Supplemental Indenture a legal, valid and binding instrument in accordance with its terms, to make the Notes, when executed by the Company and authenticated and delivered by the Trustee, the legal, valid and binding obligations of the Company, and all acts and things necessary have been done and performed to make this Supplemental Indenture enforceable in accordance with its terms, and the execution and delivery of this Supplemental Indenture has been duly authorized in all respects.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the premises contained herein, each party agrees for the benefit of each other party and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Capitalized terms used but not defined in this Supplemental Indenture shall have the meanings ascribed to them in the Base Indenture.

Section 1.02. References in this Supplemental Indenture to article and section numbers shall be deemed to be references to article and section numbers of this Supplemental Indenture unless otherwise specified.

Section 1.03. For purposes of this Supplemental Indenture, the following terms have the meanings ascribed to them as follows:

"Additional Notes" means any additional Notes that may be issued from time to time pursuant to the second paragraph of Section 2.01.

"Base Indenture" has the meaning provided in the recitals.

"Gilt Rate" means, with respect to any redemption date, the yield to maturity as of such redemption date of U.K. Government Securities with a fixed maturity (as compiled by the Office for National Statistics and published in the most recent Financial Statistics that have become publicly available at least two business days prior to such redemption date (or, if such Financial Statistics are no longer published, any publicly available source of similar market data)) most nearly equal to the period from such redemption date to the Par Call Date; provided, however, that if the period from such redemption date to the Par Call Date is less than one year, the weekly average yield on actually traded U.K. Government Securities denominated in sterling adjusted to a fixed maturity of one year shall be used.

"Depositary" has the meaning provided in Section 2.03.

"Indenture" has the meaning provided in the recitals.

"Initial Notes" means the aggregate principal amount of the Notes issued on the date hereof, as specified on the first paragraph of Section 2.01.

"Interest Payment Date" has the meaning provided in Section 2.04.

"Merger Agreement" means the Agreement and Plan of Merger, dated as of March 24, 2015, among Holdings, Kite Merger Sub Corp., Kite Merger Sub LLC and Kraft Foods Group, Inc. ("Kraft"), as may be amended, supplemented or otherwise modified, pursuant to which Kite Merger Sub Corp. will merge with and into Kraft (the "Merger"), with Kraft surviving the Merger as a wholly owned Subsidiary of Holdings. Immediately following the effective time of the Merger, (1) Kraft will be merged with and into Kite Merger Sub LLC, with Kite Merger Sub LLC surviving the merger as a wholly owned subsidiary of Holdings, and (2) Holdings will effect a series of transactions after which Kite Merger Sub LLC will merge with and into the Company, with the Company surviving (the "Final Merger").

"Notes" has the meaning provided in the recitals. For the avoidance of doubt, "Notes" shall include the Additional Notes, if any.

"Par Call Date" means April 1, 2027 (three months prior to the maturity date of the Notes).

"Remaining Scheduled Payments" means the remaining scheduled payments of the principal of and interest on the Notes (excluding accrued but unpaid interest) to the Par Call Date that would be due after the related redemption date but for such redemption; *provided*, *however*, that, if such redemption date is not an interest payment date with respect to the Notes, the amount of the next scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such redemption date.

"Supplemental Indenture" has the meaning provided in the preamble.

"Transfer Agent" has the meaning provided in Section 2.05.

"Trustee" has the meaning provided in the preamble.

"U.K. Government Securities" means direct obligations of, or obligations guaranteed by, the United Kingdom, and the payment for which the United Kingdom pledges its full faith and credit.

ARTICLE TWO

GENERAL TERMS AND CONDITIONS OF THE NOTES

Section 2.01. Designation and Principal Amount.

The Notes are hereby authorized and are designated the 4.125% Senior Notes due 2027, unlimited in aggregate principal amount. The Notes issued on the date hereof pursuant to the terms of the Indenture shall be in an aggregate principal amount of £400,000,000, which amount shall be set forth in the written order of the Company for the authentication and delivery of the Notes pursuant to Section 301 of the Base Indenture.

In addition, without the consent of the Holders of the Notes, the Company may issue, from time to time in accordance with the provisions of the Indenture, Additional Notes having the same ranking and the same interest rate, maturity and other terms as the Notes (except for the issue date, issue price, and, in some cases, the first payment of interest or interest accruing prior to the issue date of such Additional Notes); *provided* that if such Additional Notes are not fungible with such Notes issued on the date hereof for U.S. federal income tax purposes, the Additional Notes will be issued under a separate ISIN number. Any Additional Notes having such similar terms, together with the Notes issued on the date hereof, shall constitute a single series of notes under the Indenture. No Additional Notes may be issued if an Event of Default has occurred with respect to the Notes.

Section 2.02. Maturity. Unless an earlier redemption has occurred, the principal amount of the Notes shall mature and be due and payable, together with any accrued interest thereon, on July 1, 2027.

Section 2.03. Form and Payment.

The Notes shall be issued as global notes, in fully registered book-entry form without coupons in denominations of £100,000 and integral multiples of £1,000 in excess thereof. The principal of and premium, if any, and interest on the Notes shall be payable in pounds sterling and not in any other currency and Section 311 of the Base Indenture shall not apply with respect to the Notes.

The Notes and the Trustee's Certificates of Authentication to be endorsed thereon are to be substantially in the form of Exhibit A, which form is hereby incorporated in and made a part of this Supplemental Indenture.

The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Supplemental Indenture, and the Company, Holdings and the Trustee, by their execution and delivery of this Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby.

Principal, premium, if any, and/or interest, if any, on the global notes representing the Notes shall be made on the Business Day prior to the relevant payment date to Société Générale Bank and Trust Luxembourg, Common Depositary Account, as common depositary, or its nominee (the "Depositary"), for the accounts of Euroclear and Clearstream. If the Paying Agent determines that the amount received by it is insufficient to make the relevant payment due in respect of the Notes, the Paying Agent shall not be obligated to pay the Holders of the Notes such payment until the Paying Agent has received such full amount.

The global notes representing the Notes shall be deposited with, or on behalf of, the Depositary and shall be registered in the name of the Depositary or a nominee of the Depositary. No global note may be transferred except as a whole by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or by the Depositary or such nominee to a successor of the Depositary or a nominee of such successor.

Additional provisions relating to the Initial Notes and Additional Notes are set forth in Appendix A, which is hereby incorporated in and made a part of this Supplemental Indenture.

Section 2.04. Interest.

Interest on the Notes shall accrue at the rate of 4.125% per annum. Interest on the Notes shall accrue from July 1, 2015 or the most recent interest payment date on which interest was paid. Interest on the Notes shall be payable annually in arrears on July 1 of each year, beginning on July 1, 2016 (each an "Interest Payment Date"). Interest on the Notes shall be payable to the Holders in whose names the Notes are registered at the close of business on the preceding June 15 (each a "Record Date"). Interest on the Notes shall be computed on the basis of the actual number of days from and including the last date on which interest was paid on the Notes (or July 1, 2015 if no interest has been paid on the Notes), to but excluding the next interest payment date. This payment convention is referred to as Actual/Actual (ICMA) as defined in the rulebook of the International Capital Markets Association.

Section 2.05. Paying Agent, Security Registrar and Transfer Agent.

For so long as the Notes remain outstanding, the Company shall, to the extent reasonably practicable and permitted as a matter of law, ensure that there is a Paying Agent for the Notes in a member state of the European Union (if such a state exists) that will not be obligated to withhold or deduct tax (1) pursuant to U.S. law in the event definitive registered Notes are issued or (2) pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of November 26-27, 2000 on the taxation of savings income or any law implementing or complying with or introduced in order to conform to any such Directive.

The Company shall also maintain one or more Security Registrars and a transfer agent (the "Transfer Agent"). Any right, protection or indemnity provided to the Trustee, the Paying Agent or the Security Registrar under the Indenture shall also be afforded to the Paying Agent, the Security Registrar and the Transfer Agent under this Supplemental Indenture. The Security Registrar and the Transfer Agent will maintain a register reflecting ownership of definitive registered Notes outstanding from time to time and will facilitate the transfer of definitive registered Notes on behalf of the Company.

The Company may change the Paying Agent, the Security Registrar or the Transfer Agent without prior notice to the Holders of the Notes. For so long as the Notes are listed on the Official List of the Irish Stock Exchange and admitted for trading on the Global Exchange Market, the Company will publish a notice of any change of Paying Agent, Registrar or Transfer Agent in a newspaper having a general circulation in Ireland or, to the extent and in the manner permitted by such rules, post such notice on the official website of the Irish Stock Exchange (www.ise.ie).

Société Générale Bank & Trust will be the initial Paying Agent, Security Registrar and Transfer Agent for the Notes.

ARTICLE THREE

REDEMPTION

Section 3.01. Optional Redemption.

At any time and from time to time, the Company may at its option redeem the Notes, in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the greater of (1) 100% of the aggregate principal amount of the Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments, plus, in each case, accrued and unpaid interest thereon to, but excluding, the redemption date, subject to the rights of Holders of the Notes to be redeemed on the relevant Record Date to receive interest due on an Interest Payment Date that is on or prior to such redemption date; *provided* that if the Company redeems any Notes on or after the Par Call Date, the redemption price for such Notes to be redeemed will equal 100% of the aggregate principal amount of such Notes redeemed, plus accrued and unpaid interest thereon to, but not including, the redemption date.

In determining the present values of the Remaining Scheduled Payments, the Company will discount such payments to the redemption date on an annual basis (Actual/Actual (ICMA)) using a discount rate equal to the Gilt Rate plus 30 basis points.

Notice of any redemption of Notes in connection with a corporate transaction (including any equity offering, an incurrence of indebtedness or a change of control) may, at the Company's discretion, be given prior to the completion thereof and any such redemption or notice may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related transaction. If such redemption or purchase is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date. In addition, the Company may provide in such notice that payment of the redemption price and performance of the Company's obligations with respect to such redemption may be performed by another Person.

Section 3.02. Selection and Notice of Redemption.

If less than all of the Notes are to be redeemed at any time, the Paying Agent will select the Notes for redemption (a) on a *pro rata* basis (or as nearly as practicable) if the Notes are represented by physical certificates or (b) by lot or such other similar method in accordance with the procedures of Euroclear and Clearstream if the Notes are represented by global certificates.

Notes of £100,000 or less will be redeemed in whole and not in part. Notices of redemption will be mailed by first-class mail to each Holder of Notes to be redeemed at its registered address, or delivered electronically, at least 30 but not more than 60 days before the redemption date, except that redemption notices may be mailed more than 60 days prior to the redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture. Any inadvertent defect in the notice of redemption, including an inadvertent failure to give notice, to any Holder selected for redemption will not impair or affect the validity of the redemption of any other Note redeemed in accordance with provisions of the Indenture.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount thereof to be redeemed. The Company will issue a new Note in a principal amount equal to the unredeemed portion of the original Note in the name of the Holder upon cancelation of the original Note. In the case of a global note, an appropriate notation will be made on such Note to decrease the principal amount thereof to an amount equal to the unredeemed portion thereof. Subject to the terms of the applicable redemption notice (including any conditions contained therein), Notes called for redemption shall become due on the date fixed for redemption. On and after the redemption date, interest shall cease to accrue on Notes or portions of them called for redemption.

If the Company effects an optional redemption of Notes, it will, for so long as the Notes are listed on the Irish Stock Exchange and the rules of the Irish Stock Exchange so require, inform the Irish Stock Exchange of such optional redemption and confirm the aggregate principal amount of the Notes that will remain outstanding immediately after such redemption.

For Notes that are represented by global certificates held on behalf of Euroclear or Clearstream, notices may be given by delivery of the relevant notices to Euroclear and Clearstream, as applicable, for communication to entitled account holders in substitution of any mailing. So long as any Notes are listed on the Irish Stock Exchange or any other securities exchange and admitted for trading on the Global Exchange Market of the Irish Stock Exchange, and to the extent required by the Irish Stock Exchange or such other securities exchange, the Company will provide a copy of all notices to the Irish Stock Exchange or such other securities exchange, as applicable, and will publish such notices in a newspaper having general circulation in Ireland or, to the extent and in the manner permitted by such rules, posted on the official website of the Irish Stock Exchange (www.ise.ie) or through other methods permitted by such rules.

Section 3.03. Special Mandatory Redemption.

The Notes will be redeemed (the "Special Mandatory Redemption") in whole at a special mandatory redemption price (the "Special Mandatory Redemption Price") equal to 101% of the aggregate principal amount of the Notes, plus accrued but unpaid interest on the principal amount of the Notes to, but not including, the Special Mandatory Redemption Date (as defined below), if the Final Merger is not consummated on or prior to March 31, 2016 or if, prior to such date, the Merger Agreement is terminated (each a "Special Mandatory Redemption Event").

Upon the occurrence of a Special Mandatory Redemption Event, the Company shall promptly (but in no event later than 3 Business Days following such Special Mandatory Redemption Event) notify the Trustee and the Paying Agent in writing (such date of notification, the "Redemption Notice Date"), that the Notes are to be redeemed on the 30th day following the Redemption Notice Date (such date, the "Special Mandatory Redemption Date"), in each case in accordance with the applicable provisions of the Indenture. The Paying Agent, upon receipt of the notice specified above, shall notify each Holder in accordance with the applicable provisions of the Indenture that all of the outstanding notes shall be redeemed at the Special Mandatory Redemption Price on the Special Mandatory Redemption Date automatically and without any further action by the Holders of the Notes. At or prior to 12:00 p.m. (Luxembourg time) on the Special Mandatory Redemption Date, the Company shall deposit funds with the Paying Agent sufficient to pay the Special Mandatory Redemption Price for the Notes on such date. If such deposit is made as provided above, the Notes will cease to bear interest on and after the Special Mandatory Redemption Date.

Notwithstanding anything to the contrary in Article Nine of the Base Indenture, this Section 3.03 and the related definitions may not be waived or modified without the written consent of each Holder of the Notes. Failure to make the Special Mandatory Redemption, if required, in accordance with this Section 3.03 will constitute an Event of Default with respect to the Notes.

ARTICLE FOUR

MISCELLANEOUS

Section 4.01. Application of Supplemental Indenture.

The Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed. This Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided.

Section 4.02. Trust Indenture Act.

The Trust Indenture Act shall not apply to or govern the Notes. For the avoidance of doubt, any references to the Trust Indenture Act in the Base Indenture shall not apply to the Notes.

Section 4.03. Conflict with Base Indenture.

To the extent not expressly amended or modified by this Supplemental Indenture, the Base Indenture shall remain in full force and effect. If any provision of this Supplemental Indenture relating to the Notes is inconsistent with any provision of the Base Indenture, the provision of this Supplemental Indenture shall control.

Section 4.04. Notices.

In addition to the notice requirements set forth in the Base Indenture, if and for so long as any of the Notes are listed on the Irish Stock Exchange and the rules of the Irish Stock Exchange so require, notices with respect to the Notes listed on the Irish Stock Exchange will be published on the official website of the Irish Stock Exchange or in a leading newspaper having general circulation in Ireland or, to the extent and in the manner permitted by such rules, posted on the official website of the Irish Stock Exchange, or if such publication is not practicable, published in an English language newspaper having general circulation in Europe.

For so long as any Notes are represented by global Notes, all notices to Holders of the Notes will be delivered to Euroclear and Clearstream, each of which will give such notices to the Holders of book-entry interests in the Notes.

Section 4.05. Governing Law; Waiver of Jury Trial.

THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

EACH OF THE COMPANY, HOLDINGS, THE TRUSTEE AND SOCIÉTÉ GÉNÉRALE BANK & TRUST HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 4.06. Successors.

All agreements of the Company and Holdings in the Base Indenture, this Supplemental Indenture and the Notes shall bind their successors. All agreements of the Trustee in the Base Indenture and this Supplemental Indenture shall bind its successors. All agreements of the Paying Agent, Security Registrar and Transfer Agent in this Supplemental Indenture shall bind its successors.

Section 4.07. Counterparts.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 4.08. Trustee Disclaimer.

The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture and the Notes other than as to the validity of its execution and delivery by the Trustee. The recitals and statements herein and in the Notes are deemed to be those of the Company and Holdings and not the Trustee and the Trustee assumes no responsibility for the same. The Trustee or any Authenticating Agent shall not be accountable for the use or application by the Company of Notes or the proceeds thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Supplemental Indenture have caused it to be duly executed as of the day and year first above written.

H. J. HEINZ COMPANY

By: /s/ James Liu
Name: James Liu
Title: Global Treasurer

H.J. HEINZ HOLDING CORPORATION

By: /s/ Paulo Basilio
Name: Paulo Basilio
Title: Vice President, Chief Financial Officer and Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Martin Reed
Name: Martin Reed
Title: Vice President

SOCIÉTÉ GÉNÉRALE BANK & TRUST,
as Paying Agent, Security Registrar and Transfer Agent

By: /s/ Benoit WILLERS
Name: Benoit WILLERS
Title: Head of Custody and Issuer Services

[Signature Page to Second Supplemental Indenture]

Appendix A

PROVISIONS RELATING TO INITIAL NOTES AND
ADDITIONAL NOTES

Section 1.1 Definitions.

(a) Capitalized Terms.

Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Indenture. The following capitalized terms have the following meanings:

"*Applicable Procedures*" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Global Note, Euroclear or Clearstream, in each case to the extent applicable to such transaction and as in effect from time to time.

"*Clearstream*" means Clearstream Banking, Société Anonyme, or any successor securities clearing agency.

"*Custodian*" means the Depositary, as custodian with respect to the Notes in global form, or any successor entity thereto.

"*Definitive Note*" means a certificated Initial Note or Additional Note issued pursuant to the Indenture (bearing the Restricted Notes Legend if the transfer of such Note is restricted by applicable law) that does not include the Global Notes Legend.

"*Distribution Compliance Period*," with respect to any Note, means the period of 40 consecutive days beginning on and including the later of (a) the day on which such Note is first offered to persons other than distributors (as defined in Regulation S) in reliance on Regulation S, notice of which day shall be promptly given by the Company to the Trustee, and (b) the date of issuance with respect to such Note or any predecessor of such Note.

"*Euroclear*" means Euroclear Bank S.A./N.Y., as operator of Euroclear systems Clearance System or any successor securities clearing agency.

"*Regulation S*" means Regulation S promulgated under the Securities Act of 1933, as amended.

"*Transfer Restricted Notes*" means Definitive Notes and any Notes in global form that bear or are required to bear the Restricted Notes Legend.

"*Unrestricted Global Note*" means any Note in global form that does not bear or is not required to bear the Restricted Notes Legend.

"*U.S. person*" means a "U.S. person" as defined in Regulation S.

(b) Other Definitions.

Term:	Defined in Section:
"Agent Members"	2.1(c)
"Definitive Notes Legend"	2.2(e)
"ERISA Legend"	2.2(b)
"Global Note"	2.1(b)
"Global Notes Legend"	2.2(e)
"Regulation S Global Note"	2.1(b)
"Regulation S Notes"	2.1(a)
"Restricted Notes Legend"	2.3(e)

Section 2.1 Form and Dating.

(a) The Initial Notes issued on the date hereof shall be (i) offered and sold by the Company to the initial purchasers thereof and (ii) resold, initially only to Persons other than U.S. persons in reliance on Regulation S ("*Regulation S Notes*").

(b) *Global Notes*. Regulation S Notes shall be issued initially in the form of one or more global Notes, numbered RS-1 upward (collectively, the "*Regulation S Global Note*"), without interest coupons and bearing the Global Notes Legend and Restricted Notes Legend, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Custodian, and registered in the name of the Depositary or a nominee of the Depositary, duly executed by the Company and authenticated by the Trustee or its Authenticating Agent as provided in the Indenture. The Regulation S Global Note and any Unrestricted Global Note are each referred to herein as a "*Global Note*" and are collectively referred to herein as "*Global Notes*." Each Global Note shall represent such of the outstanding Notes as shall be specified in the "Schedule of Exchanges of Interests in the Global Note" attached thereto and each shall provide that it shall represent the aggregate principal amount of Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as applicable, to reflect exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Sections 304 and 305 of the Base Indenture and Section 2.2(c) of this Appendix A.

(c) *Book-Entry Provisions*. This Section 2.1(c) shall apply only to a Global Note deposited with or on behalf of the Depositary.

The Company shall execute and the Trustee or its Authenticating Agent shall, in accordance with this Section 2.1(c) and Section 303 of the Base Indenture and pursuant to a Company Order signed by one authorized officer of the Company, authenticate and deliver initially one or more Global Notes that (i) shall be registered in the name of the Depositary for such Global Note or Global Notes or the nominee of such Depositary and (ii) shall be delivered by the Trustee to such Depositary or pursuant to such Depositary's instructions or held by the Custodian.

Members of, or participants in, the Depositary ("*Agent Members*") shall have no rights under the Indenture with respect to any Global Note held on their behalf by the Depositary or by the Custodian or under such Global Note, and the Depositary may be treated by the Company,

the Trustee and any agent of the Company or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of such Depositary governing the exercise of the rights of a holder of a beneficial interest in any Global Note.

(d) *Definitive Notes*. Except as provided in Section 2.2 or Section 2.3 of this Appendix A, owners of beneficial interests in Global Notes shall not be entitled to receive physical delivery of Definitive Notes.

Section 2.2 Transfer and Exchange.

(a) *Transfer and Exchange of Definitive Notes for Definitive Notes*. When Definitive Notes are presented to the Security Registrar with a written request:

(i) to register the transfer of such Definitive Notes; or

(ii) to exchange such Definitive Notes for an equal principal amount of Definitive Notes of other authorized denominations,

the Security Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; *provided, however*, that the Definitive Notes surrendered for transfer or exchange:

(1) shall be duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Company and the Security Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing; and

(2) in the case of Transfer Restricted Notes, they are being transferred or exchanged pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), or pursuant to Section 2.2(b) of this Appendix A or otherwise in accordance with the Restricted Notes Legend, and are accompanied by a certification from the transferor in the form provided on the reverse side of the Form of Note in Exhibit A to the Supplemental Indenture for exchange or registration of transfers and, as applicable, delivery of such legal opinions, certifications and other information as may be requested pursuant thereto.

(b) *Restrictions on Transfer of a Definitive Note for a Beneficial Interest in a Global Note*. A Definitive Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a Definitive Note, duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Company and the Security Registrar, together with:

(i) a certification from the transferor in the form provided on the reverse side of the Form of Note in Exhibit A to the Supplemental Indenture for exchange or registration of transfers and, as applicable, delivery of such legal opinions, certifications and other information as may be requested pursuant thereto; and

(ii) written instructions directing the Trustee to make, or to direct the Custodian to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

the Paying Agent shall cancel such Definitive Note and cause, or direct the Custodian to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Custodian, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Definitive Note to be exchanged and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Definitive Note so canceled. If the applicable Global Note is not then outstanding, the Company shall issue and the Trustee or its Authenticating Agent shall authenticate, upon written order of the Company in the form of an Officer's Certificate, a new applicable Global Note in the appropriate principal amount.

(c) *Transfer and Exchange of Global Notes*.

(i) The transfer and exchange of Global Notes or beneficial interests therein shall be effected through the Depositary, in accordance with the Indenture (including applicable restrictions on transfer set forth in Section 2.2(d) of this Appendix A, if any) and the procedures of the Depositary therefor. A transferor of a beneficial interest in a Global Note shall deliver to the Security Registrar a written order given in accordance with the Depositary's procedures containing information regarding the participant account of the Depositary to be credited with a beneficial interest in such Global Note, or another Global Note, and such account shall be credited in accordance with such order with a beneficial interest in the applicable Global Note and the account of the Person making the transfer shall be debited by an amount equal to the beneficial interest in the Global Note being transferred.

(ii) If the proposed transfer is a transfer of a beneficial interest in one Global Note to a beneficial interest in another Global Note, the Security Registrar shall reflect on its books and records the date and an increase in the principal amount of the Global Note to which such interest is being transferred in an amount equal to the principal amount of the interest to be so transferred, and the Security Registrar shall reflect on its books and records the date and a corresponding decrease in the principal amount of the Global Note from which such interest is being transferred.

(iii) Notwithstanding any other provisions of this Appendix A (other than the provisions set forth in Section 2.3 of this Appendix A), a Global Note may not be transferred except as a whole and not in part if the transfer is by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(d) *Restrictions on Transfer of Global Notes; Voluntary Exchange of Interests in Transfer Restricted Global Notes for Interests in Unrestricted Global Notes*.

(i) During the Distribution Compliance Period, beneficial ownership interests in the Regulation S Global Note may only be sold, pledged or transferred through Euroclear or Clearstream in accordance with the Applicable Procedures, the Restricted Notes Legend on such Regulation S Global Note and any applicable securities laws of any state of the United States of America. Prior to the expiration of the Distribution Compliance Period, transfers by an owner of a beneficial interest in the Regulation S Global Note shall be made only in accordance with the Applicable Procedures and the Restricted Notes Legend and upon receipt by the Trustee of a written certification from the transferor of the beneficial interest in the form provided on the reverse side of the Form of Note in Exhibit A to the Supplemental Indenture for exchange or registration of transfers. Such written certifications or letter shall no longer be required after the expiration of the Distribution Compliance Period. Upon the expiration of the Distribution Compliance Period, beneficial ownership interests in the Regulation S Global Note shall be transferable in accordance with applicable law and the other terms of the Indenture.

(ii) Upon the expiration of the Distribution Compliance Period, beneficial interests in the Regulation S Global Note may be exchanged for beneficial interests in an Unrestricted Global Note upon certification in the form provided on the reverse side of the Form of Note in Exhibit A to the Supplemental Indenture for an exchange from a Regulation S Global Note to an Unrestricted Global Note.

(iii) If no Unrestricted Global Note is outstanding at the time of a transfer contemplated by the preceding clause (ii), the Company shall issue and the Trustee or its Authenticating Agent shall authenticate, upon written order of the Company in the form of an Officer's Certificate, a new Unrestricted Global Note in the appropriate principal amount.

(e) *Legends*.

(i) Except as permitted by Section 2.2(d) and this Section 2.2(e) of this Appendix A, each Note certificate evidencing the Global Notes and the Definitive Notes (and all Notes issued in exchange therefor or in substitution thereof) shall bear a legend in substantially the following form (each defined term in the legend being defined as such for purposes of the legend only) ("Restricted Notes Legend"):

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH NOTE, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH H. J. HEINZ COMPANY (THE "COMPANY") OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF THIS NOTE) ONLY (A) TO THE COMPANY, H.J. HEINZ HOLDING CORPORATION OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES TO NON U.S. PERSONS IN OFFSHORE TRANSACTIONS IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT OR (D) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND TO COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, AND ANY APPLICABLE LOCAL LAWS AND REGULATIONS AND FURTHER SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHTS PURSUANT TO THE INDENTURE PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (I) PURSUANT TO CLAUSE (D) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM AND (II) IN EACH OF THE FOREGOING CASES, TO REQUIRE THAT A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS NOTE IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE, AND THE HOLDER AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS NOTE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

Each Definitive Note shall bear the following additional legend ("*Definitive Notes Legend*"):

> IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE SECURITY REGISTRAR AND TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH SECURITY REGISTRAR AND TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

Each Global Note shall bear the following additional legend ("*Global Notes Legend*"):

> UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF THE DEPOSITARY OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY (AND ANY PAYMENT IS MADE TO THE DEPOSITARY, OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, THE DEPOSITARY, HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO THE DEPOSITARY, TO NOMINEES OF THE DEPOSITARY OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

Each Note shall bear the following additional legend ("*ERISA Legend*"):

BY ITS ACQUISITION OF THIS SECURITY OR ANY INTEREST HEREIN, THE HOLDER THEREOF WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED BY SUCH HOLDER TO ACQUIRE OR HOLD THIS SECURITY OR ANY INTEREST HEREIN CONSTITUTES THE ASSETS OF AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OF A PLAN, INDIVIDUAL RETIREMENT ACCOUNT OR OTHER ARRANGEMENT THAT IS SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") OR PROVISIONS UNDER ANY OTHER FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE ("SIMILAR LAWS"), OR OF AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE "PLAN ASSETS" OF ANY SUCH PLAN, ACCOUNT OR ARRANGEMENT, OR (2) THE ACQUISITION AND HOLDING OF THIS SECURITY OR ANY INTEREST HEREIN WILL NOT CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A SIMILAR VIOLATION UNDER ANY APPLICABLE SIMILAR LAWS.

(ii) Upon any sale or transfer of a Transfer Restricted Note that is a Definitive Note, the Security Registrar shall permit the Holder thereof to exchange such Transfer Restricted Note for a Definitive Note that does not bear the Restricted Notes Legend and the Definitive Notes Legend and rescind any restriction on the transfer of such Transfer Restricted Note if the Holder certifies in writing to the Security Registrar that its request for such exchange is in respect of a transfer made in reliance on Rule 144 under the Securities Act and provides such legal opinions, certifications and other information as the Company or the Trustee may reasonably request.

(iii) Any Additional Notes sold in a registered offering shall not be required to bear the Restricted Notes Legend.

(f) *Cancellation or Adjustment of Global Note*. At such time as all beneficial interests in a Global Note have either been exchanged for Definitive Notes, transferred in exchange for an interest in another Global Note, redeemed, repurchased or canceled, such Global Note shall be returned by the Depositary to the Security Registrar for cancellation or retained and canceled by the Security Registrar. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for Definitive Notes, transferred in exchange for an interest in another Global Note, redeemed, repurchased or canceled, the principal amount of Notes represented by such Global Note shall be reduced and an adjustment shall be made on the books and records of the Trustee (if it is then the Custodian for such Global Note) with respect to such Global Note, by the Trustee or the Custodian, to reflect such reduction.

(g) *Obligations with Respect to Transfers and Exchanges of Notes*.

(i) To permit registrations of transfers and exchanges, the Company shall execute and the Trustee shall authenticate, Definitive Notes and Global Notes at the Security Registrar's request.

(ii) No service charge shall be made for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charge payable upon exchanges pursuant to Sections 304, 305, 306, 906 and 1107 of the Base Indenture).

(iii) Prior to the due presentation for registration of transfer of any Note, the Company, the Trustee, the Paying Agent or the Security Registrar may deem and treat the person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal, premium, if any, and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Company, the Trustee, the Paying Agent or the Security Registrar shall be affected by notice to the contrary.

(iv) All Notes issued upon any transfer or exchange pursuant to the terms of the Indenture shall evidence the same debt and shall be entitled to the same benefits under the Indenture as the Notes surrendered upon such transfer or exchange.

(v) In order to effect any transfer or exchange of an interest in any Transfer Restricted Note for an interest in a Note that does not bear the Restricted Notes Legend and has not been registered under the Securities Act, if the Security Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel, in form reasonably acceptable to the Security Registrar to the effect that no registration under the Securities Act is required in respect of such exchange or transfer or the re-sale of such interest by the beneficial holder thereof, shall be required to be delivered to the Security Registrar and the Trustee.

(h) *No Obligation of the Trustee*.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in the Depositary or any other Person with respect

to the accuracy of the records of the Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depositary) of any notice (including any notice of redemption or repurchase) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders under the Notes shall be given or made only to the registered Holders (which shall be the Depositary or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through the Depositary subject to the applicable rules and procedures of the Depositary. The Trustee may conclusively rely and shall be fully protected in conclusively relying upon information furnished by the Depositary with respect to its members, participants and any beneficial owners.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under the Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Depositary participants, members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of the Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(iii) Neither the Trustee nor any Agent shall have any responsibility or liability for any actions taken or not taken by the Depositary.

Section 2.3 Definitive Notes.

(a) A Global Note deposited with the Depositary or with the Custodian pursuant to Section 2.1 may be transferred to the beneficial owners thereof in the form of Definitive Notes in an aggregate principal amount equal to the principal amount of such Global Note, in exchange for such Global Note, only if such transfer complies with Section 2.2 of this Appendix A and (i) the Depositary notifies the Company that it is unwilling or unable to continue as a Depositary for such Global Note and a successor depositary is not appointed by the Company within 90 days of such notice, (ii) the Company, at its option, notifies the Trustee in writing that it elects to exchange in whole, but not in part, the Global Note for Definitive Notes, or (ii) an Event of Default has occurred and is continuing and Euroclear or Clearstream have received a request from a beneficial owner thereof. In addition, any Affiliate of the Company or any Guarantor that is a beneficial owner of all or part of a Global Note may have such Affiliate's beneficial interest transferred to such Affiliate in the form of a Definitive Note by providing a written request to the Company and the Trustee and such Opinions of Counsel, certificates or other information as may be required by the Indenture or the Company or Trustee.

(b) Any Global Note that is transferable to the beneficial owners thereof pursuant to this Section 2.3 shall be surrendered by the Depositary to the Trustee, to be so transferred, in whole or from time to time in part, without charge, and the Trustee or its Authenticating Agent shall authenticate and deliver, upon such transfer of each portion of such Global Note, an equal aggregate principal amount of Definitive Notes of authorized denominations. Any portion of a

Global Note transferred pursuant to this Section 2.3 shall be executed, authenticated and delivered only in denominations of £100,000 and integral multiples of £1,000 in excess thereof and registered in such names as the Depositary shall direct. Any Definitive Note delivered in exchange for an interest in a Global Note that is a Transfer Restricted Note shall, except as otherwise provided by Section 2.2(e) of this Appendix A, bear the Restricted Notes Legend.

(c) The registered Holder of a Global Note may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(d) In the event of the occurrence of any of the events specified in Section 2.3(a) of this Appendix A, the Company shall promptly make available to the Trustee a reasonable supply of Definitive Notes in fully registered form without interest coupons.

Exhibit A

Form of Global Note representing the Notes

[Insert the Restricted Notes Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Global Notes Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the ERISA Legend, if applicable pursuant to the provisions of the Indenture]

No. RS-[ ]

H. J. HEINZ COMPANY

4.125% SENIOR NOTE DUE 2027

representing

£

Common Code:

ISIN:

H. J. Heinz Company, a Pennsylvania corporation (hereinafter called the "Company" or the "Issuer", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to Société Générale Bank and Trust Luxembourg, Common Depositary Account, or registered assigns, the principal sum of £ on July 1, 2027, and to pay interest thereon from July 1, 2015 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, annually on July 1 in each year, commencing July 1, 2016, at the rate of 4.125% per annum until the principal hereof is paid or made available for payment.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be June 15 (whether or not a Business Day) next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holders on such Regular Record Date and may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee for the Notes, notice whereof shall be given to Holders of Notes not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of and interest on this Note will be made at the office or agency of the Company maintained for that purpose (initially the principal corporate trust office of the Paying Agent in Luxembourg), in pounds sterling. All payments of principal and interest in respect of this Note will be made by the Company in immediately available funds.

Additional provisions of this Note are contained on the reverse hereof, and such provisions shall have the same effect as though fully set forth in this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee for the Notes by manual signature, this Note shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

Signature Page Follows

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

H. J. HEINZ COMPANY

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein described in the within-mentioned Indenture.

Dated:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By:

SOCIÉTÉ GÉNÉRALE BANK & TRUST,
as Authenticating Agent

By: _____
Name:
Title:

(Reverse of Note)

H. J. HEINZ COMPANY

This Note is one of a duly authorized issue of debentures, notes or other evidences of indebtedness (hereinafter called the "Securities") of the Company of the series hereinafter specified, which series is limited in aggregate principal amount to £400,000,000 (except as provided in the Indenture hereinafter mentioned), all such Securities issued and to be issued under an Indenture dated as of July 1, 2015 between the Company, as issuer, H.J. Heinz Holding Corporation, as guarantor ("Holdings"), and Wells Fargo Bank, National Association, as Trustee (the "Base Indenture"), as supplemented by the Second Supplemental Indenture, dated as of July 1, 2015, among the Company, Holdings, the Trustee and Société Générale Bank & Trust, as Paying Agent, Security Registrar and Transfer Agent (the "Supplemental Indenture" and together with the Base Indenture, herein called the "Indenture"), to which Indenture and all other indentures supplemental thereto reference is hereby made for a statement of the rights and limitations of rights thereunder of the Holders of the Securities and of the rights, obligations, duties and immunities of the Trustee for each series of Securities and of the Company, and the terms upon which the Securities are and are to be authenticated and delivered. As provided in the Indenture, the Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different sinking, purchase or analogous funds, if any, may be subject to different covenants and Events of Default and may otherwise vary as in the Indenture provided or permitted. This Note is one of a series of the Securities designated therein as 4.125% Senior Notes due 2027 (the "Notes").

The Company may, without the consent of the Holders of the Notes, issue additional notes having the same ranking and the same interest rate, maturity and other terms as the Notes, except for the issue price, issue date and, in some cases, the first payment of interest or interest accruing prior to the issue date of such additional notes. Any additional notes having such similar terms, together with the Notes, shall constitute a single series of notes under the Indenture. No additional notes may be issued if an Event of Default has occurred with respect to the Notes.

Guarantee

Pursuant to Article Fourteen of the Base Indenture, the Company's obligations under the Indenture with respect to the Notes shall be guaranteed on a senior unsecured basis by Holdings. Holdings shall be automatically and unconditionally released and discharged from all obligations under the Indenture and the Guarantee without any action required on the part of the Trustee or any Holder pursuant to Section 1406 of the Base Indenture.

Change of Control Triggering Event

If a Change of Control Triggering Event (as defined below) occurs, unless the Company has previously or concurrently exercised its right to redeem the Notes upon the occurrence of specified events involving taxation as described in Section 1108 of the Base Indenture or the Company has previously or concurrently delivered an unconditional (or conditional solely with respect to the applicable Change of Control Triggering Event) redemption notice with respect to all of the outstanding Notes as described in Section 3.01 of the Supplemental Indenture, Holders may require the Company to repurchase all or any part (equal to £100,000 or an integral multiple of £1,000 in excess thereof) of their Notes pursuant to an offer (the "Change of Control Offer") of payment in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued but unpaid interest, if any, on the Notes repurchased, to, but excluding, the date of repurchase (the "Change of Control Payment"). Within 30 days following any Change of Control Triggering Event, the Company will (i) deliver a notice to each Holder of the Notes, electronically or by first class mail at the address of such Holder appearing in the security register or otherwise in accordance with the procedures of Euroclear or Clearstream, describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is delivered (the "Change of Control Payment Date"), pursuant to the procedures required by the Indenture and described in such notice and (ii) if at the time of such notice the Notes are listed on the Irish Stock Exchange, or any other securities exchange, and admitted for trading on the Global Exchange Market of the Irish Stock Exchange, to the extent the rules of the Irish Stock Exchange or such other securities exchange so require, cause a notice of the Change of Control Offer to be published in a leading newspaper of general circulation in Ireland or, to the extent and in a manner permitted by such rules, post such notice on the official website of the Irish Stock Exchange (www.ise.ie) or through other methods permitted by such rules. The Company must comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any other securities laws, rules and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Triggering Event provisions of the Notes by virtue of such conflicts.

On the Change of Control Payment Date, the Company will, to the extent lawful:

- accept for payment all Notes or portions of Notes validly tendered pursuant to the Change of Control Offer;
- deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes validly tendered; and
- deliver or cause to be delivered to the Trustee the Notes properly accepted together with an officer's certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent will promptly deliver to each Holder of Notes properly tendered the purchase price for the Notes, and the Trustee or its Authenticating Agent will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new note equal in principal amount to any unpurchased portion of any Notes surrendered, if any; *provided* that each such new note will be in a principal amount of £100,000 or an integral multiple of £1,000 in excess thereof.

The Company will not be required to make Change of Control Offer with respect to the Notes upon a Change of Control Triggering Event if (1) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements for a Change of Control Offer made by the Company and such third party purchases all Notes validly tendered and not validly withdrawn pursuant to such Change of Control Offer or (2) a notice of redemption of all outstanding Notes has, prior to or concurrently with such Change of Control Triggering Event, been given pursuant to the Indenture as described in Section 1108 of the Base Indenture or Section 3.01 of the Supplemental Indenture, unless and until there is a default in the payment of the redemption price on the applicable redemption date or the redemption is not consummated due to the failure of a condition precedent contained in the applicable redemption notice to be satisfied. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control Triggering Event, conditional upon such Change of Control Triggering Event, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

Notwithstanding the provisions set forth in Section 902 of the Base Indenture, the provisions of this Note relating to the Company's obligation to make an offer to repurchase the Notes as a result of a Change of Control Triggering Event may be waived or modified prior to the occurrence of a Change of Control Triggering Event with the written consent of the Holders of a majority in principal amount of the Notes then outstanding.

If at the time of any such Change of Control Triggering Event, the Notes are listed on the Irish Stock Exchange or any other securities exchange, to the extent required by the Irish Stock Exchange or such other securities exchange, the Company will notify the Irish Stock Exchange or such other securities exchange, as applicable, that a Change of Control Triggering Event has occurred and any relevant details relating to such Change of Control Triggering Event.

For purposes of the foregoing discussion of a repurchase at the option of Holders, the following definitions are applicable:

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Below Investment Grade Rating Event" means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies (as defined below) on any date from the date of the public notice of an arrangement that could result in a Change of Control (as defined below) until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); *provided* that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred with respect to a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not announce or

publicly confirm or inform the Trustee and the Paying Agent in writing at their request that the reduction was the result, in whole or in part, of any event or circumstance comprising or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

"Change of Control" means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger, amalgamation, consolidation or other business combination transaction), in one or a series of related transactions, of all or substantially all of the properties or assets of Holdings and its Subsidiaries taken as a whole to any Person (as defined below) or group of related Persons for purposes of Section 13(d) of the Exchange Act other than to the Company or one of its wholly owned Subsidiaries or one or more Permitted Holders; (2) the approval by the holders of the common stock of Holdings of any plan or proposal for the liquidation or dissolution of Holdings (whether or not otherwise in compliance with the provisions of the Indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or Group becomes the beneficial owner (as defined in Rules 13d-3 (without giving effect to the proviso in clause (d)(1)(i) thereof) and 13d-5 under the Exchange Act as in effect on the original issuance date of the Notes), directly or indirectly, of more than 50% of the then-outstanding number of shares of the voting stock of Holdings; or (4) Holdings ceasing to own, directly or indirectly, 100% of the issued and outstanding shares of voting stock of the Company.

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P.

"Moody's" means Moody's Investors Service, Inc. and its successors.

"Permitted Holders" means, collectively, (1) 3G Capital, Inc., and each of its Affiliates but not including, however, any portfolio companies of any of the foregoing, (2) Berkshire Hathaway, Inc., and each of its Affiliates but not including, however, any portfolio companies of any of the foregoing, (3) any one or more Persons, together with such Persons' Affiliates, whose beneficial ownership constitutes or results in a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of the Indenture, (4) the members of management of Holdings (or any parent entity of Holdings) or its Subsidiaries who are holders of capital stock of Holdings or of any parent entity of Holdings on the original issuance date of the Notes, (5) any Person who is acting solely as an underwriter in connection with a public or private offering of capital stock of any parent entity of Holdings or Holdings, acting in such capacity, and (6) any Group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; provided that, in the case of such Group and without giving effect to the existence of such Group or any other Group, the Persons referred to in clauses (1) through (4) above collectively have beneficial ownership of more than 50% of the total voting power of the voting stock of Holdings or any of its direct or indirect parent entities held by such Group.

"Person" has the meaning set forth in the Indenture and includes a "person" as used in Section 13(d)(3) of the Exchange Act.

"Rating Agencies" means (1) each of Moody's and S&P; and (2) if either of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company (as certified by a resolution of the Company's Board of Directors) as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

Payment of Additional Amounts

Section 1010 of the Base Indenture shall be applicable to the Notes.

Redemption for Tax Reasons

The Company may, at its option, redeem the Notes at any time, in whole but not in part, at a redemption price equal to the principal amount thereof together with accrued and unpaid interest to, but not including, the date fixed for redemption, upon the giving of a notice as described below, if as a result of any change in, or amendment to, applicable laws (or any regulations or rulings promulgated under applicable laws), or any change in, or amendment to, an official position regarding the application or interpretation of such laws, regulations or rulings (including a holding by a court of competent jurisdiction), which change or amendment is announced or becomes effective on or after June 24, 2015, the Company has or will become obligated to pay Additional Amounts (based on a written opinion of independent counsel selected by the Company) as described in Section 1010 of the Base Indenture.

If the Company elects to redeem the Notes pursuant to the provisions set forth in the preceding paragraph, it will deliver to the Trustee no later than 15 days prior to the date fixed for redemption a certificate, signed by an authorized officer, specifying the date fixed for such redemption.

Optional Redemption

The Notes are subject to redemption at the option of the Company as described in Section 3.01 of the Supplemental Indenture.

Special Mandatory Redemption

The Notes are subject to Special Mandatory Redemption as described in Section 3.03 of the Supplemental Indenture.

Defeasance; Satisfaction and Discharge

The Indenture contains provisions for discharge or defeasance at any time of the entire principal of all the Securities of any series upon compliance by the Company with certain conditions set forth therein.

The Company's obligations under the Indenture with respect to Notes may be terminated if the Company irrevocably deposits with the Trustee money or Government Obligations sufficient to pay and discharge the entire indebtedness on the Indenture.

Events of Default

If an Event of Default (other than an Event of Default described in Section 501(4) or 501(5) of the Base Indenture) with respect to the Notes shall occur and be continuing, then either the Trustee or the Holders of not less than 25% in principal amount of the Notes of this series then Outstanding may declare the entire principal amount of the Notes of this series due and payable in the manner and with effect provided in the Indenture. If an Event of Default specified in Section 501(4) or 501(5) occurs with respect to the Company or Holdings, all of the unpaid principal amount and accrued interest then outstanding shall *ipso facto* become and be immediately due and payable in the manner and with the effect provided in the Indenture without any declaration or other act by the Trustee or any Holder.

Amendments

Without notice to or the consent of the Holders of the Notes, the Indenture and the Notes may be amended, supplemented or otherwise modified by the Company, the Guarantors, as applicable, and the Trustee as provided in the Indenture. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities under the Indenture at any time by the Company with the consent of the Holders of more than 50% in aggregate principal amount of the Securities at the time Outstanding of each series issued under the Indenture to be affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities of that series at the time Outstanding, on behalf of the Holders of all the Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences with respect to such series. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the transfer hereof or in exchange or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

Payment

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein and in the Indenture prescribed.

Transfer, Registration and Exchange

As provided in the Indenture and subject to certain limitations therein set forth, this Note is transferable on the Security Register of the Company, upon surrender of this Note for registration of transfer at the office or agency of the Company to be maintained for that purpose in the Grand Duchy of Luxembourg, or at any other office or agency of the Company maintained for that purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by the Holder hereof or his attorney duly authorized in writing, and thereupon due or one or more new notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of £100,000 and any multiple of £1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a like tenor and of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Company, the Trustee for the Notes and any agent of the Company or such Trustee may treat the Person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note be overdue, and neither the Company, such Trustee nor any such agent shall be affected by notice to the contrary.

The Notes are not subject to a sinking fund.

This Note shall for all purposes be governed by, and construed in accordance with, the laws of the State of New York.

Certain terms used in this Note which are defined in the Indenture have the meanings set forth therein. In the event of a conflict between the terms of the Notes and the terms of the Indenture, the terms of the Indenture shall prevail.

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Name and address of Assignee, including zip code, must be printed or typewritten)

the within Note, and all rights thereunder, hereby irrevocably, constituting and appointing

to transfer the said Note on the books of H. J. Heinz Company with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR
REGISTRATION OF TRANSFERS OF TRANSFER RESTRICTED NOTES

This certificate relates to £ principal amount of Notes held in (check applicable space) book-entry or definitive form by the undersigned.

The undersigned (check one box below):

☐ has requested the Trustee or its agent by written order to deliver in exchange for its beneficial interest in a Global Note held by the Depositary a Note or Notes in definitive, registered form of authorized denominations and an aggregate principal amount equal to its beneficial interest in such Global Note (or the portion thereof indicated above) in accordance with the Indenture; or

☐ has requested the Trustee or its agent by written order to exchange or register the transfer of a Note or Notes.

In connection with any transfer of any of the Notes evidenced by this certificate, the undersigned confirms that such Notes are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

(1) ☐ to the Company, Holdings or any subsidiary thereof; or

(2) ☐ to the Registrar for registration in the name of the Holder, without transfer; or

(3) ☐ pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "*Securities Act*"); or

(4) ☐ pursuant to offers and sales to non-U.S. persons that occur outside the United States of America within the meaning of Regulation S under the Securities Act (and if the transfer is being made prior to the expiration of the Distribution Compliance Period, the Notes shall be held immediately thereafter through Euroclear or Clearstream); or

(5) ☐ pursuant to another available exemption from registration under the Securities Act.

Unless one of the boxes is checked, the Trustee or its agent will refuse to register any of the Notes evidenced by this certificate in the name of any Person other than the registered Holder thereof; *provided*, *however*, that if box (5) is checked, the Company or the Trustee or its agent may require, prior to registering any such transfer of the Notes, such legal opinions, certifications and other information as the Company or the Trustee has reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

_____
Your Signature

Date: _____

_____
Signature of Signature Guarantor

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have all or part of this Note purchased by the Company pursuant to Change of Control, state the amount you elect to have purchased:

£ _____ (integral multiples of £1,000, *provided* that the unpurchased portion must be in a minimum principal amount of £100,000)

Date: _____

Your Signature:

_____

(Sign exactly as your name appears on the face ofthis Note)

Tax Identification No.:

_____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee or its agent).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The initial outstanding principal amount of this Global Note is £ . The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee, Depositary or Custodian

EXHIBIT 4.6

EXECUTION VERSION

H. J. HEINZ COMPANY,

as Issuer,

H.J. HEINZ HOLDING CORPORATION,

as Guarantor,

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee,

THIRD SUPPLEMENTAL INDENTURE

Dated as of July 2, 2015

to

INDENTURE

Dated as of July 1, 2015

Relating to

$1,000,000,000 1.60% Senior Notes due 2017
$1,500,000,000 2.00% Senior Notes due 2018
$1,500,000,000 2.80% Senior Notes due 2020
$1,000,000,000 3.50% Senior Notes due 2022
$2,000,000,000 3.95% Senior Notes due 2025
$1,000,000,000 5.00% Senior Notes due 2035
$2,000,000,000 5.20% Senior Notes due 2045

THIRD SUPPLEMENTAL INDENTURE

THIRD SUPPLEMENTAL INDENTURE, dated as of July 2, 2015 (the "Supplemental Indenture"), among H. J. Heinz Holding Company (the "Company"), a Pennsylvania corporation, H.J. Heinz Holding Corporation ("Holdings"), a Delaware corporation, and Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee"), to the Base Indenture (as defined below).

RECITALS

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Indenture, dated as of July 1, 2015 (the "Base Indenture"), providing for the issuance from time to time of its notes and other evidences of senior debt securities, to be issued in one or more series as therein provided;

WHEREAS, pursuant to the terms of the Base Indenture, the Company desires to provide for the establishment of seven series of notes to be known respectively as its 1.60% Senior Notes due 2017 (the "2017 Notes"), its 2.00% Senior Notes due 2018 (the "2018 Notes"), its 2.80% Senior Notes due 2020 (the "2020 Notes"), its 3.50% Senior Notes due 2022 (the "2022 Notes"), its 3.95% Senior Notes due 2025 (the "2025 Notes"), its 5.00% Senior Notes due 2035 (the "2035 Notes") and its 5.20% Senior Notes due 2045 (the "2045 Notes" and, together with the 2017 Notes, the 2018 Notes, the 2020 Notes, the 2022 Notes, the 2025 Notes and the 2035 Notes, the "Notes"), the form and substance of such Notes and the terms, provisions and conditions thereof to be set forth as provided in the Base Indenture and this Supplemental Indenture (together, the "Indenture");

WHEREAS, pursuant to the Base Indenture, the Notes will be fully and unconditionally guaranteed as to payment of principal, premium, if any, and interest on a senior unsecured basis (the "Guarantee") by Holdings; and

WHEREAS, the Company and Holdings have requested that the Trustee execute and deliver this Supplemental Indenture, and all requirements necessary to make this Supplemental Indenture a legal, valid and binding instrument in accordance with its terms, to make the Notes, when executed by the Company and authenticated and delivered by the Trustee, the legal, valid and binding obligations of the Company, and all acts and things necessary have been done and performed to make this Supplemental Indenture enforceable in accordance with its terms, and the execution and delivery of this Supplemental Indenture has been duly authorized in all respects.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the premises contained herein, each party agrees for the benefit of each other party and for the equal and ratable benefit of the Holders of the Notes, as follows:

ARTICLE ONE

DEFINITIONS

Section 1.01. Capitalized terms used but not defined in this Supplemental Indenture shall have the meanings ascribed to them in the Base Indenture.

Section 1.02. References in this Supplemental Indenture to article and section numbers shall be deemed to be references to article and section numbers of this Supplemental Indenture unless otherwise specified.

Section 1.03. For purposes of this Supplemental Indenture, the following terms have the meanings ascribed to them as follows:

"Additional Notes" means any additional Notes that may be issued from time to time pursuant to the second paragraph of Section 2.01.

"Base Indenture" has the meaning provided in the recitals.

"Depositary" has the meaning provided in Section 2.03.

"Exchange Notes" means any notes issued in exchange for Notes pursuant to the Registration Rights Agreement.

"Indenture" has the meaning provided in the recitals.

"Initial Notes" means the aggregate principal amount of each series of Notes issued on the date hereof, as specified on the first paragraph of Section 2.01.

"Interest Payment Date" has the meaning provided in Section 2.04.

"Merger Agreement" means the Agreement and Plan of Merger, dated as of March 24, 2015, among Holdings, Kite Merger Sub Corp., Kite Merger Sub LLC and Kraft Foods Group, Inc. ("Kraft"), as may be amended, supplemented or otherwise modified, pursuant to which Kite Merger Sub Corp. will merge with and into Kraft (the "Merger"), with Kraft surviving the Merger as a wholly owned Subsidiary of Holdings. Immediately following the effective time of the Merger, (1) Kraft will be merged with and into Kite Merger Sub LLC, with Kite Merger Sub LLC surviving the merger as a wholly owned subsidiary of Holdings, and (2) Holdings will effect a series of transactions after which Kite Merger Sub LLC will merge with and into the Company, with the Company surviving (the "Final Merger").

"Notes" has the meaning provided in the recitals. For the avoidance of doubt, "Notes" shall include the Additional Notes, if any.

"Par Call Date" means (i) June 2, 2020 for any 2020 Notes (one month prior to the maturity date of the 2020 Notes), (ii) May 15, 2022 for any 2022 Notes (two months prior to the maturity date of the 2022 Notes), (iii) April 15, 2025 for any 2025 Notes (three months prior to the maturity date of the 2025 Notes), (iv) January 15, 2035 for any 2035 Notes (six months prior to the maturity date of the 2035 Notes) and (v) January 15, 2045 for any 2045 Notes (six months prior to the maturity date of the 2045 Notes).

"Registration Rights Agreement" means (i) the registration rights agreement, dated as of July 2, 2015, among the Company, Holdings, and Barclays Capital Inc., J.P. Morgan Securities LLC, Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, for themselves and on behalf of the other initial purchasers set forth on Schedule 1 thereto and (ii) with respect to any Additional Notes, one or more registration rights agreements entered into in connection with the issuance of such Additional Notes in a private offering by the Company after the date hereof, as such agreements may be amended from time to time.

Remaining Scheduled Payments" means the remaining scheduled payments of the principal of and interest on the Notes (excluding accrued but unpaid interest) to the maturity date or, if applicable, the applicable Par Call Date that would be due after the related redemption date but for such redemption; *provided*, *however*, that, if such redemption date is not an interest payment date with respect to the Notes, the amount of the next scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such redemption date.

"Supplemental Indenture" has the meaning provided in the preamble.

"Treasury Rate" means the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) which has become publicly available at least two Business Days prior to the redemption date (or, if such statistical release is not so published or available, any publicly available source of similar market data selected by the Company in good faith)) most nearly equal to the period from the redemption date to the maturity date or, if applicable, the applicable Par Call Date; *provided*, *however*, that if the period from the redemption date to the maturity date, or, if applicable, the applicable Par Call Date is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the redemption date to such applicable date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

"Trustee" has the meaning provided in the preamble.

ARTICLE TWO

GENERAL TERMS AND CONDITIONS OF THE NOTES

Section 2.01. Designation and Principal Amount.

The Notes are hereby authorized and are respectively designated the 1.60% Senior Notes due 2017, the 2.00% Senior Notes due 2018, the 2.80% Senior Notes due 2020, the 3.50% Senior Notes due 2022, the 3.95% Senior Notes due 2025, the 5.00% Senior Notes due 2035 and the 5.20% Senior Notes due 2045, each unlimited in aggregate principal amount. The 2017 Notes issued on the date hereof pursuant to the terms of the Indenture shall be in an aggregate principal amount of $1,000,000,000, the 2018 Notes issued on the date hereof pursuant to the terms of the Indenture shall be in an aggregate principal amount of $1,500,000,000, the 2020 Notes issued on the date hereof pursuant to the terms of the Indenture shall be in an aggregate principal amount of $1,500,000,000, the 2022 Notes issued on the date hereof pursuant to the terms of the Indenture shall be in an aggregate principal amount of $1,000,000,000, the 2025 Notes issued on

the date hereof pursuant to the terms of the Indenture shall be in an aggregate principal amount of $2,000,000,000, the 2035 Notes issued on the date hereof pursuant to the terms of the Indenture shall be in an aggregate principal amount of $1,000,000,000 and the 2045 Notes issued on the date hereof pursuant to the terms of the Indenture shall be in an aggregate principal amount of $2,000,000,000, which amounts shall be set forth in the written order of the Company for the authentication and delivery of the Notes pursuant to Section 301 of the Base Indenture.

In addition, without the consent of the Holders of the Notes, the Company may issue, from time to time in accordance with the provisions of the Indenture, Additional Notes having the same ranking and the same interest rate, maturity and other terms as the Notes (except for the issue date, issue price, and, in some cases, the first payment of interest or interest accruing prior to the issue date of such Additional Notes); *provided* that if such Additional Notes are not fungible with such Notes issued on the date hereof for U.S. federal income tax purposes, the Additional Notes will be issued under a separate CUSIP number. Any Additional Notes having such similar terms, together with the Notes issued on the date hereof, shall constitute a single series of notes under the Indenture. No Additional Notes may be issued if an Event of Default has occurred with respect to the Notes.

Section 2.02. Maturity.

(a) Unless an earlier redemption has occurred, the principal amount of the 2017 Notes shall mature and be due and payable, together with any accrued interest thereon, on June 30, 2017.

(b) Unless an earlier redemption has occurred, the principal amount of the 2018 Notes shall mature and be due and payable, together with any accrued interest thereon, on July 2, 2018.

(c) Unless an earlier redemption has occurred, the principal amount of the 2020 Notes shall mature and be due and payable, together with any accrued interest thereon, on July 2, 2020.

(d) Unless an earlier redemption has occurred, the principal amount of the 2022 Notes shall mature and be due and payable, together with any accrued interest thereon, on July 15, 2022.

(e) Unless an earlier redemption has occurred, the principal amount of the 2025 Notes shall mature and be due and payable, together with any accrued interest thereon, on July 15, 2025.

(f) Unless an earlier redemption has occurred, the principal amount of the 2035 Notes shall mature and be due and payable, together with any accrued interest thereon, on July 15, 2035.

(g) Unless an earlier redemption has occurred, the principal amount of the 2045 Notes shall mature and be due and payable, together with any accrued interest thereon, on July 15, 2045.

Section 2.03. Form and Payment.

The Notes shall be issued as global notes, in fully registered book-entry form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The Notes and the Trustee's Certificates of Authentication to be endorsed thereon are to be substantially in the form of Exhibit A, which form is hereby incorporated in and made a part of this Supplemental Indenture.

The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Supplemental Indenture, and the Company, Holdings and the Trustee, by their execution and delivery of this Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby.

Principal, premium, if any, and/or interest, if any, on the global notes representing the Notes shall be made to The Depository Trust Company (together with any successor thereto, the "Depositary").

The global notes representing the Notes shall be deposited with, or on behalf of, the Depositary and shall be registered in the name of the Depositary or a nominee of the Depositary. No global note may be transferred except as a whole by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or by the Depositary or such nominee to a successor of the Depositary or a nominee of such successor.

Additional provisions relating to the Initial Notes, Additional Notes and Exchange Notes are set forth in Appendix A, which is hereby incorporated in and made a part of this Supplemental Indenture.

Section 2.04. Interest.

Interest on the 2017 Notes shall accrue at the rate of 1.60% per annum, interest on the 2018 Notes shall accrue at the rate of 2.00% per annum, interest on the 2020 Notes shall accrue at the rate of 2.80% per annum, interest on the 2022 Notes shall accrue at the rate of 3.50% per annum, interest on the 2025 Notes shall accrue at the rate of 3.95% per annum, interest on the 2035 Notes shall accrue at the rate of 5.00% per annum and interest on the 2045 Notes shall accrue at the rate of 5.20% per annum. Interest on the Notes shall accrue from July 2, 2015 or the most recent interest payment date on which interest was paid. Interest on the 2017 Notes shall be payable semi-annually in arrears on June 30 and December 30 of each year, beginning on December 30, 2015; interest on the 2018 Notes shall be payable semi-annually in arrears on January 2 and July 2 of each year, beginning on January 2, 2016; interest on the 2020 Notes shall be payable semi-annually in arrears on January 2 and July 2 of each year, beginning on January 2, 2016; interest on the 2022 Notes shall be payable semi-annually in arrears on January 15 and July 15 of each year, beginning on January 15, 2016; interest on the 2025 Notes shall be payable semi-annually in arrears on January 15 and July 15 of each year, beginning on January 15, 2016; interest on the 2035 Notes shall be payable semi-annually in arrears on January 15 and July 15 of each year, beginning on January 15, 2016; and interest on the 2045 Notes shall be payable semi-annually in arrears on January 15 and July 15 of each year, beginning on January 15, 2016 (with respect to the applicable series of Notes, each an "Interest Payment Date"). Interest on the 2017 Notes, the 2018 Notes and the 2020 Notes shall be payable to the Holders in whose names the 2017 Notes, the 2018 Notes or the 2020 Notes, as applicable, are registered at the close of

business on the preceding June 15 and December 15; and interest on the 2022 Notes, the 2025 Notes, the 2035 Notes and the 2045 Notes shall be payable to the Holders in whose names the 2022 Notes, the 2025 Notes, the 2035 Notes or the 2045 Notes, as applicable, are registered at the close of business on the preceding January 1 and July 1 (with respect to each applicable series of Notes, each such applicable date, a "Record Date"). Interest on the Notes shall be computed on the basis of a 360-day year comprising twelve 30-day months.

ARTICLE THREE

REDEMPTION

Section 3.01. Optional Redemption.

At any time and from time to time, the Company may at its option redeem the Notes of any series, in whole or in part, upon not less than 30 nor more than 60 days' notice at a redemption price equal to the greater of (1) 100% of the aggregate principal amount of the Notes to be redeemed and (2) the sum of the present values of the Remaining Scheduled Payments, plus, in each case, accrued and unpaid interest thereon to, but excluding, the redemption date, subject to the rights of Holders of the Notes to be redeemed on the relevant Record Date to receive interest due on an Interest Payment Date that is on or prior to such redemption date; *provided* that if the Company redeems any 2020 Notes, 2022 Notes, 2025 Notes, 2035 Notes or 2045 Notes on or after the applicable Par Call Date, the redemption price for such Notes to be redeemed will equal 100% of the aggregate principal amount of such Notes redeemed, plus accrued and unpaid interest thereon to, but not including, the redemption date.

In determining the present values of the Remaining Scheduled Payments, the Company will discount such payments to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) using a discount rate equal to the Treasury Rate plus 15 basis points for any 2017 Notes or 2018 Notes, 20 basis points for any 2020 Notes, 25 basis points for any 2022 Notes or 2025 Notes, and 30 basis points for any 2035 Notes or 2045 Notes.

Section 3.02. Selection and Notice of Redemption.

Notice of any redemption of Notes in connection with a corporate transaction (including any equity offering, an incurrence of indebtedness or a change of control) may, at the Company's discretion, be given prior to the completion thereof and any such redemption or notice may, at the Company's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related transaction. If such redemption or purchase is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date. In addition, the Company may provide in such notice that payment of the redemption price and performance of the Company's obligations with respect to such redemption may be performed by another Person.

If less than all of the Notes of a series are to be redeemed at any time, the Trustee will select the Notes of such series for redemption (a) on a *pro rata* basis (or as nearly as practicable) if the Notes are represented by physical certificates or (b) by lot or such other similar method in accordance with the procedures of the Depositary if the Notes are represented by global certificates.

Notes of $2,000 or less will be redeemed in whole and not in part. Notices of redemption will be mailed by first-class mail to each Holder of Notes to be redeemed at its registered address, or delivered electronically, at least 30 but not more than 60 days before the redemption date, except that redemption notices may be mailed more than 60 days prior to the redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of the Indenture. Any inadvertent defect in the notice of redemption, including an inadvertent failure to give notice, to any Holder selected for redemption will not impair or affect the validity of the redemption of any other Note redeemed in accordance with provisions of the Indenture.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount thereof to be redeemed. The Company will issue a new Note in a principal amount equal to the unredeemed portion of the original Note in the name of the Holder upon cancelation of the original Note. In the case of a global note, an appropriate notation will be made on such Note to decrease the principal amount thereof to an amount equal to the unredeemed portion thereof. Subject to the terms of the applicable redemption notice (including any conditions contained therein), Notes called for redemption shall become due on the date fixed for redemption. On and after the redemption date, interest shall cease to accrue on Notes or portions of them called for redemption.

Section 3.03. Special Mandatory Redemption.

Each series of Notes will be redeemed (the "Special Mandatory Redemption") in whole at a special mandatory redemption price (the "Special Mandatory Redemption Price") equal to 101% of the aggregate principal amount of such series of Notes, plus accrued but unpaid interest on the principal amount of such series of Notes to, but not including, the Special Mandatory Redemption Date (as defined below), if the Final Merger is not consummated on or prior to March 31, 2016 or if, prior to such date, the Merger Agreement is terminated (each a "Special Mandatory Redemption Event").

Upon the occurrence of a Special Mandatory Redemption Event, the Company shall promptly (but in no event later than 3 Business Days following such Special Mandatory Redemption Event) notify the Trustee in writing (such date of notification, the "Redemption Notice Date"), that the Notes are to be redeemed on the 30th day following the Redemption Notice Date (such date, the "Special Mandatory Redemption Date"), in each case in accordance with the applicable provisions of the Indenture. The Trustee, upon receipt of the notice specified above, shall notify each Holder in accordance with the applicable provisions of the Indenture that all of the outstanding notes shall be redeemed at the Special Mandatory Redemption Price on the Special Mandatory Redemption Date automatically and without any further action by the Holders of any series of Notes. At or prior to 12:00 p.m. (New York City time) on the Special Mandatory Redemption Date, the Company shall deposit funds with the Trustee sufficient to pay the Special Mandatory Redemption Price for each series of Notes on such date. If such deposit is made as provided above, the Notes will cease to bear interest on and after the Special Mandatory Redemption Date.

Notwithstanding anything to the contrary in Article Nine of the Base Indenture, this Section 3.03 and the related definitions may not be waived or modified with respect to any series of Notes without the written consent of each Holder of such series of Notes. Failure to make the Special Mandatory Redemption, if required, in accordance with this Section 3.03 will constitute an Event of Default with respect to each series of Notes.

ARTICLE FOUR

MISCELLANEOUS

Section 4.01. Application of Supplemental Indenture.

The Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed. This Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided.

Section 4.02. Trust Indenture Act Controls.

If any provision hereof limits, qualifies or conflicts with the duties imposed by Sections 310 through 317 of the Trust Indenture Act, the imposed duties shall control.

Section 4.03. Conflict with Base Indenture.

To the extent not expressly amended or modified by this Supplemental Indenture, the Base Indenture shall remain in full force and effect. If any provision of this Supplemental Indenture relating to the Notes is inconsistent with any provision of the Base Indenture, the provision of this Supplemental Indenture shall control.

Section 4.04. Governing Law; Waiver of Jury Trial.

THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

EACH OF THE COMPANY, HOLDINGS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 4.05. Successors.

All agreements of the Company and Holdings in the Base Indenture, this Supplemental Indenture and the Notes shall bind their successors. All agreements of the Trustee in the Base Indenture and this Supplemental Indenture shall bind its successors.

Section 4.06. Counterparts.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 4.07. Trustee Disclaimer.

The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture and the Notes other than as to the validity of its execution and delivery by the Trustee. The recitals and statements herein and in the Notes are deemed to be those of the Company and Holdings and not the Trustee and the Trustee assumes no responsibility for the same. The Trustee or any Authenticating Agent shall not be accountable for the use or application by the Company of Notes or the proceeds thereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Supplemental Indenture have caused it to be duly executed as of the day and year first above written.

H. J. HEINZ COMPANY

By: /s/ James Liu
Name: James Liu
Title: Global Treasurer

H.J. HEINZ HOLDING CORPORATION

By: /s/ Paulo Basilio
Name: Paulo Basilio
Title: Vice President, Chief Financial Officer and Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: /s/ Martin Reed
Name: Martin Reed
Title: Vice President

[Signature Page to Third Supplemental Indenture]

Appendix A

PROVISIONS RELATING TO INITIAL NOTES,
ADDITIONAL NOTES AND EXCHANGE NOTES

Section 1.1 Definitions.

(a) Capitalized Terms.

Capitalized terms used but not defined in this Appendix A have the meanings given to them in the Indenture. The following capitalized terms have the following meanings:

"*Applicable Procedures*" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Global Note, Euroclear or Clearstream, in each case to the extent applicable to such transaction and as in effect from time to time.

"*Clearstream*" means Clearstream Banking, Société Anonyme, or any successor securities clearing agency.

"*Custodian*" means the Trustee, as custodian for the Depositary with respect to the Notes in global form, or any successor entity thereto.

"*Definitive Note*" means a certificated Initial Note, Additional Note or Exchange Note issued pursuant to the Indenture (bearing the Restricted Notes Legend if the transfer of such Note is restricted by applicable law) that does not include the Global Notes Legend.

"*Distribution Compliance Period*," with respect to any Note, means the period of 40 consecutive days beginning on and including the later of (a) the day on which such Note is first offered to persons other than distributors (as defined in Regulation S) in reliance on Regulation S, notice of which day shall be promptly given by the Company to the Trustee, and (b) the date of issuance with respect to such Note or any predecessor of such Note.

"*Euroclear*" means Euroclear Bank S.A./N.Y., as operator of Euroclear systems Clearance System or any successor securities clearing agency.

"*Exchange Offer*" has the meaning set forth in the Registration Rights Agreement.

"*QIB*" means a "qualified institutional buyer" as defined in Rule 144A.

"*Regulation S*" means Regulation S promulgated under the Securities Act of 1933, as amended (the "Securities Act").

"*Rule 144*" means Rule 144 promulgated under the Securities Act.

"*Rule 144A*" means Rule 144A promulgated under the Securities Act.

"*Transfer Restricted Notes*" means Definitive Notes and any Notes in global form that bear or are required to bear the Restricted Notes Legend.

"*Unrestricted Global Note*" means any Note in global form that does not bear or is not required to bear the Restricted Notes Legend.

"*U.S. person*" means a "U.S. person" as defined in Regulation S.

(b) Other Definitions.

Term:	Defined in Section:
"Agent Members"	2.1(c)
"Definitive Notes Legend"	2.2(e)
"ERISA Legend"	2.2(b)
"Global Note"	2.1(b)
"Global Notes Legend"	2.2(e)
"Regulation S Global Note"	2.1(b)
"Regulation S Notes"	2.1(a)
"Restricted Notes Legend"	2.3(e)
"Rule 144A Global Note"	2.1(b)
"Rule 144A Notes"	2.1(a)

Section 2.1 Form and Dating.

(a) The Initial Notes issued on the date hereof shall be (i) offered and sold by the Company to the initial purchasers thereof and (ii) resold, initially only to (1) QIBs in reliance on Rule 144A ("*Rule 144A Notes*") and (2) Persons other than U.S. persons in reliance on Regulation S ("*Regulation S Notes*"). Additional Notes may also be considered to be Rule 144A Notes or Regulation S Notes, as applicable.

(b) *Global Notes*. Rule 144A Notes shall be issued initially in the form of one or more permanent global Notes in definitive, fully registered form, numbered RA-1 upward (collectively, the "*Rule 144A Global Note*") and Regulation S Notes shall be issued initially in the form of one or more global Notes, numbered RS-1 upward (collectively, the "*Regulation S Global Note*"), in each case without interest coupons and bearing the Global Notes Legend and Restricted Notes Legend, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Custodian, and registered in the name of the Depositary or a nominee of the Depositary, duly executed by the Company and authenticated by the Trustee as provided in the Indenture. The Rule 144A Global Note, the Regulation S Global Note and any Unrestricted Global Note are each referred to herein as a "*Global Note*" and are collectively referred to herein as "*Global Notes*." Each Global Note shall represent such of the outstanding Notes as shall be specified in the "Schedule of Exchanges of Interests in the Global Note" attached thereto and each shall provide that it shall represent the aggregate principal amount of Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as applicable, to reflect exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Sections 304 and 305 of the Base Indenture and Section 2.2(c) of this Appendix A.

(c) *Book-Entry Provisions*. This Section 2.1(c) shall apply only to a Global Note deposited with or on behalf of the Depositary.

The Company shall execute and the Trustee shall, in accordance with this Section 2.1(c) and Section 303 of the Base Indenture and pursuant to a Company Order signed by one authorized officer of the Company, authenticate and deliver initially one or more Global Notes that (i) shall be registered in the name of the Depositary for such Global Note or Global Notes or the nominee of such Depositary and (ii) shall be delivered by the Trustee to such Depositary or pursuant to such Depositary's instructions or held by the Trustee as Custodian.

Members of, or participants in, the Depositary ("*Agent Members*") shall have no rights under the Indenture with respect to any Global Note held on their behalf by the Depositary or by the Trustee as Custodian or under such Global Note, and the Depositary may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of such Global Note for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of such Depositary governing the exercise of the rights of a holder of a beneficial interest in any Global Note.

(d) *Definitive Notes*. Except as provided in Section 2.2 or Section 2.3 of this Appendix A, owners of beneficial interests in Global Notes shall not be entitled to receive physical delivery of Definitive Notes.

Section 2.2 Transfer and Exchange.

(a) *Transfer and Exchange of Definitive Notes for Definitive Notes*. When Definitive Notes are presented to the Security Registrar with a written request:

(i) to register the transfer of such Definitive Notes, or

(ii) to exchange such Definitive Notes for an equal principal amount of Definitive Notes of other authorized denominations,

the Security Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; *provided*, *however*, that the Definitive Notes surrendered for transfer or exchange:

(1) shall be duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Company and the Security Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing; and

(2) in the case of Transfer Restricted Notes, they are being transferred or exchanged pursuant to an effective registration statement under the Securities Act or pursuant to Section 2.2(b) of this Appendix A or otherwise in accordance with the Restricted Notes Legend, and are accompanied by a certification from the transferor in the form provided on the reverse side of the Form of Note in Exhibit A to the Supplemental Indenture for exchange or registration of transfers and, as applicable, delivery of such legal opinions, certifications and other information as may be requested pursuant thereto.

(b) *Restrictions on Transfer of a Definitive Note for a Beneficial Interest in a Global Note*. A Definitive Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a Definitive Note, duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Company and the Security Registrar, together with:

(i) a certification from the transferor in the form provided on the reverse side of the Form of Note in Exhibit A to the Supplemental Indenture for exchange or registration of transfers and, as applicable, delivery of such legal opinions, certifications and other information as may be requested pursuant thereto, and

(ii) written instructions directing the Trustee to make, or to direct the Custodian to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depositary account to be credited with such increase,

the Trustee shall cancel such Definitive Note and cause, or direct the Custodian to cause, in accordance with the standing instructions and procedures existing between the Depositary and the Custodian, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Definitive Note to be exchanged and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Definitive Note so canceled. If the applicable Global Note is not then outstanding, the Company shall issue and the Trustee shall authenticate, upon written order of the Company in the form of an Officer's Certificate, a new applicable Global Note in the appropriate principal amount.

(c) *Transfer and Exchange of Global Notes*.

(i) The transfer and exchange of Global Notes or beneficial interests therein shall be effected through the Depositary, in accordance with the Indenture (including applicable restrictions on transfer set forth in Section 2.2(d) of this Appendix A, if any) and the procedures of the Depositary therefor. A transferor of a beneficial interest in a Global Note shall deliver to the Security Registrar a written order given in accordance with the Depositary's procedures containing information regarding the participant account of the Depositary to be credited with a beneficial interest in such Global Note, or another Global Note, and such account shall be credited in accordance with such order with a beneficial interest in the applicable Global Note and the account of the Person making the transfer shall be debited by an amount equal to the beneficial interest in the Global Note being transferred.

(ii) If the proposed transfer is a transfer of a beneficial interest in one Global Note to a beneficial interest in another Global Note, the Security Registrar shall reflect on its books and records the date and an increase in the principal amount of the Global Note to which such interest is being transferred in an amount equal to the principal amount of the interest to be so transferred, and the Security Registrar shall reflect on its books and records the date and a corresponding decrease in the principal amount of the Global Note from which such interest is being transferred.

(iii) Notwithstanding any other provisions of this Appendix A (other than the provisions set forth in Section 2.3 of this Appendix A), a Global Note may not be transferred except as a whole and not in part if the transfer is by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(d) *Restrictions on Transfer of Global Notes; Voluntary Exchange of Interests in Transfer Restricted Global Notes for Interests in Unrestricted Global Notes*.

(i) Transfers by an owner of a beneficial interest in a Rule 144A Global Note to a transferee who takes delivery of such interest through another Transfer Restricted Global Note shall be made in accordance with the Applicable Procedures and the Restricted Notes Legend and only upon receipt by the Trustee of a certification from the transferor in the form provided on the reverse side of the Form of Note in Exhibit A to the Supplemental Indenture for exchange or registration of transfers and, as applicable, delivery of such legal opinions, certifications and other information as may be requested pursuant thereto.

(ii) During the Distribution Compliance Period, beneficial ownership interests in the Regulation S Global Note may only be sold, pledged or transferred through Euroclear or Clearstream in accordance with the Applicable Procedures, the Restricted Notes Legend on such Regulation S Global Note and any applicable securities laws of any state of the United States of America. Prior to the expiration of the Distribution Compliance Period, transfers by an owner of a beneficial interest in the Regulation S Global Note shall be made only in accordance with the Applicable Procedures and the Restricted Notes Legend and upon receipt by the Trustee of a written certification from the transferor of the beneficial interest in the form provided on the reverse side of the Form of Note in Exhibit A to the Supplemental Indenture for exchange or registration of transfers. Such written certifications shall no longer be required after the expiration of the Distribution Compliance Period. Upon the expiration of the Distribution Compliance Period, beneficial ownership interests in the Regulation S Global Note shall be transferable in accordance with applicable law and the other terms of the Indenture.

(iii) Upon the expiration of the Distribution Compliance Period, beneficial interests in the Regulation S Global Note may be exchanged for beneficial interests in an Unrestricted Global Note upon certification in the form provided on the reverse side of the Form of Note in Exhibit A to the Supplemental Indenture for an exchange from a Regulation S Global Note to an Unrestricted Global Note.

(iv) Beneficial interests in a Transfer Restricted Note that is a Rule 144A Global Note may be exchanged for beneficial interests in an Unrestricted Global Note if the Holder certifies in writing to the Security Registrar that its request for such exchange is in respect of a transfer made in reliance on Rule 144 under the Securities Act and/or upon delivery of such legal opinions, certifications and other information as the Company or the Trustee may reasonably request.

(v) If no Unrestricted Global Note is outstanding at the time of a transfer contemplated by the preceding clauses (iii) and (iv), the Company shall issue and the Trustee shall authenticate, upon written order of the Company in the form of an Officer's Certificate, a new Unrestricted Global Note in the appropriate principal amount.

(e) *Legends*.

(i) Except as permitted by Section 2.2(d), this Section 2.2(e), Section 2.2(i) and Section 2.2(j) of this Appendix A, each Note certificate evidencing the Global Notes and the Definitive Notes (and all Notes issued in exchange therefor or in substitution thereof) shall bear a legend in substantially the following form (each defined term in the legend being defined as such for purposes of the legend only) ("*Restricted Notes Legend*"):

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH NOTE, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS [IN THE CASE OF RULE 144A NOTES:] [ONE YEAR] [AND IN THE CASE OF REGULATION S NOTES:] [40 DAYS] AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH H. J. HEINZ COMPANY (THE "COMPANY") OR ANY AFFILIATE OF THE COMPANY WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF THIS NOTE) ONLY (A) TO THE COMPANY, H.J. HEINZ HOLDING CORPORATION OR ANY SUBSIDIARY THEREOF, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES TO NON U.S. PERSONS IN OFFSHORE TRANSACTIONS IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT OR (E) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND TO COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, AND ANY APPLICABLE LOCAL LAWS AND REGULATIONS AND FURTHER SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHTS PURSUANT TO THE INDENTURE PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (I) PURSUANT TO CLAUSE (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM AND (II) IN EACH OF THE FOREGOING CASES, TO REQUIRE THAT A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS NOTE IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE, AND THE HOLDER AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS NOTE IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

Each Definitive Note shall bear the following additional legend ("*Definitive Notes Legend*"):

> IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE SECURITY REGISTRAR AND TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH SECURITY REGISTRAR AND TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

Each Global Note shall bear the following additional legend ("*Global Notes Legend*"):

> UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN

AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

Each Note shall bear the following additional legend ("*ERISA Legend*"):

BY ITS ACQUISITION OF THIS SECURITY OR ANY INTEREST HEREIN, THE HOLDER THEREOF WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT EITHER (1) NO PORTION OF THE ASSETS USED BY SUCH HOLDER TO ACQUIRE OR HOLD THIS SECURITY OR ANY INTEREST HEREIN CONSTITUTES THE ASSETS OF AN EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OF A PLAN, INDIVIDUAL RETIREMENT ACCOUNT OR OTHER ARRANGEMENT THAT IS SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") OR PROVISIONS UNDER ANY OTHER FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE ("SIMILAR LAWS"), OR OF AN ENTITY WHOSE UNDERLYING ASSETS ARE CONSIDERED TO INCLUDE "PLAN ASSETS" OF ANY SUCH PLAN, ACCOUNT OR ARRANGEMENT, OR (2) THE ACQUISITION AND HOLDING OF THIS SECURITY OR ANY INTEREST HEREIN WILL NOT CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A SIMILAR VIOLATION UNDER ANY APPLICABLE SIMILAR LAWS.

(ii) Upon any sale or transfer of a Transfer Restricted Note that is a Definitive Note, the Security Registrar shall permit the Holder thereof to exchange such Transfer Restricted Note for a Definitive Note that does not bear the Restricted Notes Legend and the Definitive Notes Legend and rescind any restriction on the transfer of such Transfer Restricted Note if the Holder certifies in writing to the Security Registrar that its request for such exchange is in respect of a transfer made in reliance on Rule 144 and provides such legal opinions, certifications and other information as the Company or the Trustee may reasonably request.

(iii) After a transfer of any Initial Notes or Additional Notes during the period of the effectiveness of a Shelf Registration Statement (as defined in the Registration Rights Agreement) with respect to such Initial Notes or Additional Notes, as the case may be, all requirements pertaining to the Restricted Notes Legend on such Initial Notes or Additional Notes shall cease to apply and the requirements that any such Initial Notes or Additional Notes be issued in global form shall continue to apply.

(iv) Upon the consummation of an Exchange Offer with respect to the Initial Notes or Additional Notes pursuant to which Holders of such Initial Notes or Additional Notes are offered Exchange Notes in exchange for their Initial Notes or Additional Notes, all requirements pertaining to Initial Notes or Additional Notes that Initial Notes or Additional Notes be issued in global form shall continue to apply, and Exchange Notes in global form without the Restricted Notes Legend shall be available to Holders that exchange such Initial Notes or Additional Notes in such Exchange Offer.

(v) Any Additional Notes sold in a registered offering shall not be required to bear the Restricted Notes Legend.

(f) *Cancellation or Adjustment of Global Note*. At such time as all beneficial interests in a Global Note have either been exchanged for Definitive Notes, transferred in exchange for an interest in another Global Note, redeemed, repurchased or canceled, such Global Note shall be returned by the Depositary to the Trustee for cancellation or retained and canceled by the Trustee. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for Definitive Notes, transferred in exchange for an interest in another Global Note, redeemed, repurchased or canceled, the principal amount of Notes represented by such Global Note shall be reduced and an adjustment shall be made on the books and records of the Trustee (if it is then the Custodian for such Global Note) with respect to such Global Note, by the Trustee or the Custodian, to reflect such reduction.

(g) *Obligations with Respect to Transfers and Exchanges of Notes*.

(i) To permit registrations of transfers and exchanges, the Company shall execute and the Trustee shall authenticate, Definitive Notes and Global Notes at the Security Registrar's request.

(ii) No service charge shall be made for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax, assessments, or similar governmental charge payable in connection therewith (other than any such transfer taxes, assessments or similar governmental charge payable upon exchanges pursuant to Sections 304, 305, 306, 906 and 1107 of the Base Indenture).

(iii) Prior to the due presentation for registration of transfer of any Note, the Company, the Trustee, the Paying Agent or the Security Registrar may deem and treat the person in whose name a Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal, premium, if any, and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Company, the Trustee, the Paying Agent or the Security Registrar shall be affected by notice to the contrary.

(iv) All Notes issued upon any transfer or exchange pursuant to the terms of the Indenture shall evidence the same debt and shall be entitled to the same benefits under the Indenture as the Notes surrendered upon such transfer or exchange.

(v) In order to effect any transfer or exchange of an interest in any Transfer Restricted Note for an interest in a Note that does not bear the Restricted Notes Legend and has not been registered under the Securities Act, if the Security Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel, in form reasonably acceptable to the Security Registrar to the effect that no registration under the Securities Act is required in respect of such exchange or transfer or the re-sale of such interest by the beneficial holder thereof, shall be required to be delivered to the Security Registrar and the Trustee.

(h) *No Obligation of the Trustee*.

(i) The Trustee shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in the Depositary or any other Person with respect to the accuracy of the records of the Depositary or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than the Depositary) of any notice (including any notice of redemption or repurchase) or the payment of any amount, under or with respect to such Notes. All notices and communications to be given to the Holders and all payments to be made to Holders under the Notes shall be given or made only to the registered Holders (which shall be the Depositary or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through the Depositary subject to the applicable rules and procedures of the Depositary. The Trustee may conclusively rely and shall be fully protected in conclusively relying upon information furnished by the Depositary with respect to its members, participants and any beneficial owners.

(ii) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under the Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Depositary participants, members or beneficial owners in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of the Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(iii) Neither the Trustee nor any Agent shall have any responsibility or liability for any actions taken or not taken by the Depositary.

(i) *Exchange Offer*. Upon the occurrence of the Exchange Offer in accordance with the Registration Rights Agreement, the Company shall issue and, upon receipt of a Company Order in accordance with Section 303 of the Base Indenture, the Trustee shall authenticate (i) one or more Global Notes without the Restricted Notes Legend in an aggregate principal amount equal to the principal amounts of the beneficial interests in the Global Notes tendered for acceptance by Persons that provide in the applicable letters of transmittal such certifications as are required by the Registration Rights Agreement and applicable law, and accepted for exchange in the Exchange Offer and (ii) Definitive Notes without the Restricted Notes Legend in an aggregate principal amount equal to the principal amount of the Definitive Notes tendered for acceptance by Persons that provide in the applicable letters of transmittal such certification as are required by the Registration Rights Agreement and applicable law, and accepted for exchange in the Exchange Offer. Concurrently with the issuance of such Notes, the Trustee shall cause the aggregate principal amount of the applicable Global Notes with the Restricted Notes Legend to be reduced accordingly, and the Company shall execute and the Trustee shall authenticate and mail to the Persons designated by the Holders of the Definitive Notes so accepted Definitive Notes without the Restricted Notes Legend in the applicable principal amount. Any Notes that remain outstanding after the consummation of the Exchange Offer, and Exchange Notes issued in connection with the Exchange Offer, shall be treated as a single class of securities under the Indenture.

Section 2.3 Definitive Notes.

(a) A Global Note deposited with the Depositary or with the Trustee as Custodian pursuant to Section 2.1 or issued in connection with an Exchange Offer may be transferred to the beneficial owners thereof in the form of Definitive Notes in an aggregate principal amount equal to the principal amount of such Global Note, in exchange for such Global Note, only if such transfer complies with Section 2.2 of this Appendix A and (i) the Depositary notifies the Company that it is unwilling or unable to continue as a Depositary for such Global Note or if at any time the Depositary ceases to be a “clearing agency” registered under the Exchange Act

and, in each case, a successor depositary is not appointed by the Company within 90 days of such notice or after the Company becomes aware of such cessation, (ii) the Company, at its option, notifies the Trustee in writing that it elects to exchange in whole, but not in part, the Global Note for Definitive Notes, or (iii) an Event of Default has occurred and is continuing and the Depositary has received a request from a beneficial owner thereof. In addition, any Affiliate of the Company or any Guarantor that is a beneficial owner of all or part of a Global Note may have such Affiliate's beneficial interest transferred to such Affiliate in the form of a Definitive Note by providing a written request to the Company and the Trustee and such Opinions of Counsel, certificates or other information as may be required by the Indenture or the Company or Trustee.

(b) Any Global Note that is transferable to the beneficial owners thereof pursuant to this Section 2.3 shall be surrendered by the Depositary to the Trustee, to be so transferred, in whole or from time to time in part, without charge, and the Trustee shall authenticate and deliver, upon such transfer of each portion of such Global Note, an equal aggregate principal amount of Definitive Notes of authorized denominations. Any portion of a Global Note transferred pursuant to this Section 2.3 shall be executed, authenticated and delivered only in denominations of $2,000 and integral multiples of $1,000 in excess thereof and registered in such names as the Depositary shall direct. Any Definitive Note delivered in exchange for an interest in a Global Note that is a Transfer Restricted Note shall, except as otherwise provided by Section 2.2(e) of this Appendix A, bear the Restricted Notes Legend.

(c) The registered Holder of a Global Note may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture or the Notes.

(d) In the event of the occurrence of any of the events specified in Section 2.3(a) of this Appendix A, the Company shall promptly make available to the Trustee a reasonable supply of Definitive Notes in fully registered form without interest coupons.

Exhibit A

Form of Global Note representing the Notes

[Insert the Restricted Notes Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the Global Notes Legend, if applicable pursuant to the provisions of the Indenture]

[Insert the ERISA Legend, if applicable pursuant to the provisions of the Indenture]

No. [ ]

H. J. HEINZ COMPANY

% SENIOR NOTE DUE

representing

$

CUSIP:

ISIN:

H. J. Heinz Company, a Pennsylvania corporation (hereinafter called the "Company" or the "Issuer", which term includes any successor corporation under the Indenture hereinafter referred to), for value received, hereby promises to pay to Cede & Co. or registered assigns, the principal sum of $ on , , and to pay interest thereon from July 2, 2015 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on and in each year, commencing , , at the rate of % per annum until the principal hereof is paid or made available for payment.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be or (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holders on such Regular Record Date and may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee for the Notes, notice whereof shall be given to Holders of Notes not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of and interest on this Note will be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments of principal and interest in respect of this Note will be made by the Company in immediately available funds.

Additional provisions of this Note are contained on the reverse hereof, and such provisions shall have the same effect as though fully set forth in this place.

Unless the certificate of authentication hereon has been executed by or on behalf of the Trustee for the Notes by manual signature, this Note shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

Signature Page Follows

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

H. J. HEINZ COMPANY

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein described in the within-mentioned Indenture.

Dated: July 2, 2015.

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

By: _____
Name:
Title:

(Reverse of Note)

H. J. HEINZ COMPANY

This Note is one of a duly authorized issue of debentures, notes or other evidences of indebtedness (hereinafter called the "Securities") of the Company of the series hereinafter specified, which series is limited in aggregate principal amount to $ (except as provided in the Indenture hereinafter mentioned), all such Securities issued and to be issued under an Indenture dated as of July 1, 2015 between the Company, as issuer, H.J. Heinz Holding Corporation, as guarantor ("Holdings"), and Wells Fargo Bank, National Association, as Trustee (the "Base Indenture"), as supplemented by the Third Supplemental Indenture, dated as of July 2, 2015, among the Company, Holdings and the Trustee (the "Supplemental Indenture" and together with the Base Indenture, herein called the "Indenture"), to which Indenture and all other indentures supplemental thereto reference is hereby made for a statement of the rights and limitations of rights thereunder of the Holders of the Securities and of the rights, obligations, duties and immunities of the Trustee for each series of Securities and of the Company, and the terms upon which the Securities are and are to be authenticated and delivered. As provided in the Indenture, the Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions, if any, may be subject to different sinking, purchase or analogous funds, if any, may be subject to different covenants and Events of Default and may otherwise vary as in the Indenture provided or permitted. This Note is one of a series of the Securities designated therein as % Senior Notes due (the "Notes").

The Company may, without the consent of the Holders of the Notes, issue additional notes having the same ranking and the same interest rate, maturity and other terms as the Notes, except for the issue price, issue date and, in some cases, the first payment of interest or interest accruing prior to the issue date of such additional notes. Any additional notes having such similar terms, together with the Notes, shall constitute a single series of notes under the Indenture. No additional notes may be issued if an Event of Default has occurred with respect to the Notes.

Guarantee

Pursuant to Article Fourteen of the Base Indenture, the Company's obligations under the Indenture with respect to the Notes shall be guaranteed on a senior unsecured basis by Holdings. Holdings shall be automatically and unconditionally released and discharged from all obligations under the Indenture and the Guarantee without any action required on the part of the Trustee or any Holder pursuant to Section 1406 of the Base Indenture.

Change of Control Triggering Event

If a Change of Control Triggering Event (as defined below) occurs, unless the Company has previously or concurrently delivered an unconditional (or conditional solely with respect to the applicable Change of Control Triggering Event) redemption notice with respect to all of the outstanding Notes as described in Section 3.01 of the Supplemental Indenture, Holders may require the Company to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of their Notes pursuant to an offer (the "Change of Control Offer") of payment in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued but unpaid interest, if any, on the Notes repurchased, to, but excluding, the date of repurchase (the "Change of Control Payment"). Within 30 days following any Change of Control Triggering Event, the Company will deliver a notice to each Holder of the Notes, electronically or by first class mail at the address of such Holder appearing in the security register or otherwise in accordance with the procedures of the Depositary, describing the transaction or transactions that constitute the Change of Control Triggering Event and offering to repurchase the Notes on the date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is delivered (the "Change of Control Payment Date"), pursuant to the procedures required by the Indenture and described in such notice. The Company must comply with the requirements of Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any other securities laws, rules and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Triggering Event provisions of the Notes by virtue of such conflicts.

On the Change of Control Payment Date, the Company will, to the extent lawful:

- accept for payment all Notes or portions of Notes validly tendered pursuant to the Change of Control Offer;

- deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes validly tendered; and
- deliver or cause to be delivered to the Trustee the Notes properly accepted together with an officer's certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Paying Agent will promptly deliver to each Holder of Notes properly tendered the purchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new note equal in principal amount to any unpurchased portion of any Notes surrendered, if any; *provided* that each such new note will be in a principal amount of $2,000 or an integral multiple of $1,000 in excess thereof.

The Company will not be required to make a Change of Control Offer with respect to the Notes upon a Change of Control Triggering Event if (1) a third party makes a Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements for a Change of Control Offer made by the Company and such third party purchases all Notes validly tendered and not validly withdrawn pursuant to such Change of Control Offer or (2) a notice of redemption of all outstanding Notes has, prior to or concurrently with such Change of Control Triggering Event, been given pursuant to the Indenture as described in Section 1108 of the Base Indenture or Section 3.01 of the Supplemental Indenture, unless and until there is a default in the payment of the redemption price on the applicable redemption date or the redemption is not consummated due to the failure of a condition precedent contained in the applicable redemption notice to be satisfied. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control Triggering Event, conditional upon such Change of Control Triggering Event, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

Notwithstanding the provisions set forth in Section 902 of the Base Indenture, the provisions of this Note relating to the Company's obligation to make an offer to repurchase the Notes as a result of a Change of Control Triggering Event may be waived or modified prior to the occurrence of a Change of Control Triggering Event with the written consent of the Holders of a majority in principal amount of the Notes then outstanding.

For purposes of the foregoing discussion of a repurchase at the option of Holders, the following definitions are applicable:

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Below Investment Grade Rating Event" means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies (as defined below) on any date from the date of the public notice of an arrangement that could result in a Change of Control (as defined below) until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); *provided* that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred with respect to a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee and the Paying Agent in writing at their request that the reduction was the result, in whole or in part, of any event or circumstance comprising or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

"Change of Control" means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger, amalgamation, consolidation or other business combination transaction), in one or a series of related transactions, of all or substantially all of the properties or assets of Holdings and its Subsidiaries taken as a whole to any Person (as defined below) or group of related Persons for purposes of Section 13(d) of the Exchange Act other than to the Company or one of its wholly owned Subsidiaries or one or more Permitted Holders; (2) the approval by the holders of the common stock of Holdings of any plan or proposal for the liquidation or dissolution of Holdings (whether or not otherwise in compliance with the provisions of the Indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or Group becomes the beneficial owner (as defined in Rules 13d-3 (without

giving effect to the proviso in clause (d)(1)(i) thereof) and 13d-5 under the Exchange Act as in effect on the original issuance date of the Notes), directly or indirectly, of more than 50% of the then-outstanding number of shares of the voting stock of Holdings; or (4) Holdings ceasing to own, directly or indirectly, 100% of the issued and outstanding shares of voting stock of the Company.

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P.

"Moody's" means Moody's Investors Service, Inc. and its successors.

"Permitted Holders" means, collectively, (1) 3G Capital, Inc., and each of its Affiliates but not including, however, any portfolio companies of any of the foregoing, (2) Berkshire Hathaway, Inc., and each of its Affiliates but not including, however, any portfolio companies of any of the foregoing, (3) any one or more Persons, together with such Persons' Affiliates, whose beneficial ownership constitutes or results in a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of the Indenture, (4) the members of management of Holdings (or any parent entity of Holdings) or its Subsidiaries who are holders of capital stock of Holdings or of any parent entity of Holdings on the original issuance date of the Notes, (5) any Person who is acting solely as an underwriter in connection with a public or private offering of capital stock of any parent entity of Holdings or Holdings, acting in such capacity, and (6) any Group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; provided that, in the case of such Group and without giving effect to the existence of such Group or any other Group, the Persons referred to in clauses (1) through (4) above collectively have beneficial ownership of more than 50% of the total voting power of the voting stock of Holdings or any of its direct or indirect parent entities held by such Group.

"Person" has the meaning set forth in the Indenture and includes a "person" as used in Section 13(d)(3) of the Exchange Act.

"Rating Agencies" means (1) each of Moody's and S&P; and (2) if either of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company (as certified by a resolution of the Company's Board of Directors) as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

Payment of Additional Amounts

Section 1010 of the Base Indenture shall not be applicable to the Notes.

Redemption for Tax Reasons

Section 1108 of the Base Indenture shall not be applicable to the Notes.

Optional Redemption

The Notes are subject to redemption at the option of the Company as described in Section 3.01 of the Supplemental Indenture.

Special Mandatory Redemption

The Notes are subject to Special Mandatory Redemption as described in Section 3.03 of the Supplemental Indenture.

Payment of Additional Interest

The Company shall pay all Additional Interest, if any, on the applicable Interest Payment Date in the same manner as interest is paid on the Notes and in the amounts set forth in the Registration Rights Agreement.

For purposes of the foregoing discussion of Additional Interest, the following definitions are applicable:

"Additional Interest" means all additional interest then owing pursuant to the Registration Rights Agreement.

"Registration Rights Agreement" means (i) the registration rights agreement, dated as of July 2, 2015, among the Company, Holdings, and Barclays Capital Inc., J.P. Morgan Securities LLC, Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, for themselves and on behalf of the other initial purchasers set forth on Schedule 1 thereto and (ii) with respect to any Additional Notes, one or more registration rights agreements entered into in connection with the issuance of such Additional Notes in a private offering by the Company after the date hereof, as such agreements may be amended from time to time.

Defeasance; Satisfaction and Discharge

The Indenture contains provisions for discharge or defeasance at any time of the entire principal of all the Securities of any series upon compliance by the Company with certain conditions set forth therein.

The Company's obligations under the Indenture with respect to Notes may be terminated if the Company irrevocably deposits with the Trustee money or Government Obligations sufficient to pay and discharge the entire indebtedness on the Indenture.

Events of Default

If an Event of Default (other than an Event of Default described in Section 501(4) or 501(5) of the Base Indenture) with respect to the Notes shall occur and be continuing, then either the Trustee or the Holders of not less than 25% in principal amount of the Notes of this series then Outstanding may declare the entire principal amount of the Notes of this series due and payable in the manner and with effect provided in the Indenture. If an Event of Default specified in Section 501(4) or 501(5) occurs with respect to the Company or Holdings, all of the unpaid principal amount and accrued interest then outstanding shall *ipso facto* become and be immediately due and payable in the manner and with the effect provided in the Indenture without any declaration or other act by the Trustee or any Holder.

Amendments

Without notice to or the consent of the Holders of the Notes, the Indenture and the Notes may be amended, supplemented or otherwise modified by the Company, the Guarantors, as applicable, and the Trustee as provided in the Indenture. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities under the Indenture at any time by the Company with the consent of the Holders of more than 50% in aggregate principal amount of the Securities at the time Outstanding of each series issued under the Indenture to be affected thereby. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Securities of that series at the time Outstanding, on behalf of the Holders of all the Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences with respect to such series. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the transfer hereof or in exchange or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

Payment

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein and in the Indenture prescribed.

Transfer, Registration and Exchange

As provided in the Indenture and subject to certain limitations therein set forth, this Note is transferable on the Security Register of the Company, upon surrender of this Note for registration of transfer at the office or agency of the Company to be maintained for that purpose in the Borough of Manhattan, The City of New York, or at any other office or agency of the Company maintained for that purpose, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by the Holder hereof or his attorney duly authorized in writing, and thereupon due or one or more new notes, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of $2,000 and any multiple of $1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Notes are exchangeable for a like aggregate principal amount of Notes of a like tenor and of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The Company, the Trustee for the Notes and any agent of the Company or such Trustee may treat the Person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note be overdue, and neither the Company, such Trustee nor any such agent shall be affected by notice to the contrary.

The Notes are not subject to a sinking fund.

This Note shall for all purposes be governed by, and construed in accordance with, the laws of the State of New York.

Certain terms used in this Note which are defined in the Indenture have the meanings set forth therein. In the event of a conflict between the terms of the Notes and the terms of the Indenture, the terms of the Indenture shall prevail.

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Name and address of Assignee, including zip code, must be printed or typewritten)

the within Note, and all rights thereunder, hereby irrevocably, constituting and appointing

to transfer the said Note on the books of H. J. Heinz Company with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR
REGISTRATION OF TRANSFERS OF TRANSFER RESTRICTED NOTES

This certificate relates to $ principal amount of Notes held in (check applicable space) book-entry or definitive form by the undersigned.

The undersigned (check one box below):

☐ has requested the Trustee by written order to deliver in exchange for its beneficial interest in a Global Note held by the Depositary a Note or Notes in definitive, registered form of authorized denominations and an aggregate principal amount equal to its beneficial interest in such Global Note (or the portion thereof indicated above) in accordance with the Indenture; or

☐ has requested the Trustee by written order to exchange or register the transfer of a Note or Notes.

In connection with any transfer of any of the Notes evidenced by this certificate, the undersigned confirms that such Notes are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

(1) ☐ to the Company, Holdings or any subsidiary thereof; or

(2) ☐ to the Registrar for registration in the name of the Holder, without transfer; or

(3) ☐ pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "*Securities Act*"); or

(4) ☐ to a Person that the undersigned reasonably believes is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act ("*Rule 144A*")) that purchases for its own account or for the account of a qualified institutional buyer and to whom notice is given that such transfer is being made in reliance on Rule 144A, in each case pursuant to and in compliance with Rule 144A; or

(5) ☐ pursuant to offers and sales to non-U.S. persons that occur outside the United States of America within the meaning of Regulation S under the Securities Act (and if the transfer is being made prior to the expiration of the Distribution Compliance Period, the Notes shall be held immediately thereafter through Euroclear or Clearstream); or

(6) ☐ pursuant to another available exemption from registration under the Securities Act.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any Person other than the registered Holder thereof; *provided*, *however*, that if box (6) is checked, the Company or the Trustee may require, prior to registering any such transfer of the Notes, such legal opinions, certifications and other information as the Company or the Trustee has reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

_____
Your Signature

Date: _____

_____
Signature of Signature Guarantor

TO BE COMPLETED BY PURCHASER IF (4) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Date: _____

NOTICE: To be executed by an executive officer
Name:
Title:

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have all or part of this Note purchased by the Company pursuant to Change of Control, state the amount you elect to have purchased:

$_____ (integral multiples of $1,000, *provided* that the unpurchased portion must be in a minimum principal amount of $2,000)

Date: _____

Your Signature:

_____

(Sign exactly as your name appears on the face of this Note)

Tax Identification No.:

_____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE

The initial outstanding principal amount of this Global Note is $. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee, Depositary or Custodian

Exhibit 4.8

EXECUTION VERSION

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT, dated as of July 2, 2015 (this "Agreement"), is entered into by and among H. J. Heinz Company, a Pennsylvania corporation (the "Company"), H.J. Heinz Holding Corporation, a Delaware corporation ("Holdings" or the "Guarantor"), as a Guarantor, and Barclays Capital Inc., J.P. Morgan Securities LLC, Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, for themselves and on behalf of the other initial purchasers set forth on Schedule I to the Purchase Agreement (as defined below) (the "Initial Purchasers").

Holdings, the Company and the Initial Purchasers are parties to the Purchase Agreement dated June 23, 2015 (the "Purchase Agreement"), which provides for the sale by the Company to the Initial Purchasers of $1,000,000,000 aggregate principal amount of its 1.60% senior notes due 2017 (the "2017 Notes"), $1,500,000,000 aggregate principal amount of 2.00% senior notes due 2018 (the "2018 Notes"), $1,500,000,000 aggregate principal amount of 2.80% senior notes due 2020 (the "2020 Notes"), $1,000,000,000 aggregate principal amount of 3.50% senior notes due 2022 (the "2022 Notes"), $2,000,000,000 aggregate principal amount of 3.95% senior notes due 2025 (the "2025 Notes"), $1,000,000,000 aggregate principal amount of 5.00% senior notes due 2035 (the "2035 Notes") and $2,000,000,000 aggregate principal amount of 5.20% senior notes due 2045 (the "2045 Notes") (collectively, the "Notes" and, together with the Guarantee (as defined below), the "Securities").

As an inducement to the Initial Purchasers to enter into the Purchase Agreement, the Company and Holdings have agreed to provide to the Initial Purchasers and the Market Maker (as defined herein) and their direct and indirect transferees the registration rights set forth in this Agreement. The execution and delivery of this Agreement is a condition to the closing under the Purchase Agreement.

The Notes will be issued by the Company and guaranteed by Holdings on a senior unsecured basis.

In consideration of the foregoing, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" shall have the meaning set forth in the preamble.

"Business Day" shall mean any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed.

"Closing Date" shall have the meaning set forth in the Purchase Agreement.

"Company" shall have the meaning set forth in the preamble.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

"Exchange Dates" shall have the meaning set forth in Section 2(a)(ii) hereof.

"Exchange Offer" shall mean the exchange offer by the Company and the Guarantor of Exchange Securities for Registrable Securities pursuant to Section 2(a) hereof.

"Exchange Offer Registration" shall mean a registration under the Securities Act effected pursuant to Section 2(a) hereof.

"Exchange Offer Registration Statement" shall mean an exchange offer registration statement on Form S-4 (or, if applicable, on another appropriate form) and all amendments and supplements to such registration statement, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein.

"Exchange Securities" shall mean senior unsecured notes issued by the Company and guaranteed by the Guarantor under the Indenture containing terms identical to the Securities (except that the Exchange Securities will not be subject to restrictions on transfer or to any increase in annual interest rate for failure to comply with this Agreement) and to be offered to Holders of Registrable Securities in exchange for Securities pursuant to the Exchange Offer.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Free Writing Prospectus" means each free writing prospectus (as defined in Rule 405 under the Securities Act) prepared by or on behalf of the Company or used or referred to by the Company in connection with the sale of the Securities or the Exchange Securities.

"Guarantee" shall mean the guarantee of the Notes and guarantee of the Exchange Securities, by the Guarantor under the Indenture.

"Guarantor" shall have the meaning set forth in the preamble.

"Holder Notice" shall have the meaning set forth in Section 2(b) hereof.

"Holders" shall mean the Initial Purchasers, for so long as they own any Registrable Securities, and each of their successors, assigns and direct and indirect transferees who become owners of Registrable Securities under the Indenture; provided that for purposes of Sections 4 and 7 of this Agreement, the term "Holders" shall include Participating Broker-Dealers and, where the context requires, the Market Maker.

"Holdings" shall have the meaning set forth in the preamble.

"Indemnified Person" shall have the meaning set forth in Section 6(d) hereof.

"Indemnifying Person" shall have the meaning set forth in Section 6(d) hereof.

"Indenture" shall mean the Indenture relating to the Securities dated as of July 1, 2015, among the Company, Holdings and Wells Fargo Bank, National Association, as trustee, as the same may be amended and supplemented (including by the Supplemental Indenture dated as of July 2, 2015 relating to the Securities) from time to time in accordance with the terms thereof.

"Initial Purchasers" shall have the meaning set forth in the preamble.

"Inspector" shall have the meaning set forth in Section 3(a)(xiv) hereof.

"Issuer Information" shall have the meaning set forth in Section 6(a) hereof.

"Majority Holders" shall mean the Holders of a majority of the aggregate principal amount of the outstanding Registrable Securities; provided that whenever the consent or approval of Holders of a specified percentage of Registrable Securities is required hereunder, any Registrable Securities owned directly or indirectly by the Company or any of its affiliates (other than the Market Maker) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage or amount; and provided, further, that if the Company shall issue any additional Securities under the Indenture prior to consummation of the Exchange Offer or, if applicable, the effectiveness of any Shelf Registration Statement, such additional Securities and the Registrable Securities to which this Agreement relates shall be treated together as one class for purposes of determining whether the consent or approval of Holders of a specified percentage of Registrable Securities has been obtained.

"Market Maker" shall have the meaning set forth in Section 5(a) hereof.

"Market Maker's Information" shall have the meaning set forth in Section 5(d) hereof.

"Market Making Registration Statement" shall mean the registration statement referred to in Section 5(a)(i) hereof and all amendments and supplements to any such registration statement, including post-effective amendments, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein.

"Participating Broker-Dealers" shall have the meaning set forth in Section 4(a) hereof.

"Person" shall mean an individual, partnership, limited liability company, corporation, trust or unincorporated organization, or a government or agency or political subdivision thereof.

"Prospectus" shall mean the prospectus included in, or, pursuant to the rules and regulations of the Securities Act, deemed a part of, a Registration Statement, including (i) any preliminary prospectus and (ii) any such prospectus as amended or supplemented by any prospectus supplement, including a prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by a Shelf Registration Statement, and by all other amendments and supplements to such prospectus, and in each case including any document incorporated by reference therein.

"Purchase Agreement" shall have the meaning set forth in the preamble.

"Registrable Securities" shall mean the Securities; provided that the Securities shall cease to be Registrable Securities (i) when a Registration Statement with respect to such Securities has become effective under the Securities Act and such Securities have been exchanged or disposed of pursuant to such Registration Statement or (ii) when such Securities cease to be outstanding.

"Registration Expenses" shall mean any and all expenses incident to performance of or compliance by the Company and the Guarantor with this Agreement, including without limitation: (i) all SEC, stock exchange or FINRA registration and filing fees, (ii) all fees and expenses incurred in connection with compliance with state securities or blue sky laws (including reasonable fees and disbursements of one firm of counsel for any Underwriters or Holders in connection with blue sky qualification of any Exchange Securities or Registrable Securities, which firm shall be selected by the Underwriters or the Majority Holders), (iii) the costs incident to the preparing, word processing, printing and distributing any Registration Statement, any Prospectus, any Free Writing Prospectus and any amendments or supplements thereto, any underwriting agreements, securities sales agreements or other similar agreements and any other documents relating to the performance of and compliance with this Agreement, (iv) all rating agency fees, (v) all fees and disbursements relating to the qualification of the Indenture under applicable securities laws, (vi) the fees and disbursements of the Trustee and its counsel, (vii) the fees and disbursements of counsel for the Company and the Guarantor and, in the case of a Shelf Registration Statement, the fees and disbursements of one counsel for the Holders (which counsel shall be selected by the Majority Holders and which counsel may also be counsel for the Initial Purchasers), (viii) the fees and disbursements of counsel for the Market Maker and (ix) the fees and disbursements of the independent public accountants of the Company and the Guarantor, including the expenses of any special audits or "comfort" letters required by or incident to the performance of and compliance with this Agreement, but excluding fees and expenses of counsel to the Underwriters (other than fees and expenses set forth in clause (ii) above) or the Holders and underwriting discounts and commissions, brokerage commissions and transfer taxes, if any, relating to the sale or disposition of Registrable Securities by a Holder.

"Registration Statement" shall mean any registration statement of the Company and the Guarantor that covers any of the Exchange Securities or Registrable Securities pursuant to the provisions of this Agreement including, without limitation, the Market Making Registration Statement, and all amendments and supplements to any such registration statement, including post-effective amendments, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein.

"SEC" shall mean the United States Securities and Exchange Commission.

"Securities" shall have the meaning set forth in the preamble.

"Securities Act" shall mean the Securities Act of 1933, as amended from time to time.

"Shelf Additional Interest Date" shall have the meaning set forth in Section 2(d) hereof.

"Shelf Effectiveness Period" shall have the meaning set forth in Section 2(b) hereof.

"Shelf Registration" shall mean a registration effected pursuant to Section 2(b) hereof.

"Shelf Registration Statement" shall mean a "shelf" registration statement of the Company and the Guarantor that covers all or a portion of the Registrable Securities (but no other securities unless approved by a majority of the Holders whose Registrable Securities are to be covered by such Shelf Registration Statement) on an appropriate form under Rule 415 under the Securities Act, or any similar rule that may be adopted by the SEC, and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein.

"Shelf Request" shall have the meaning set forth in Section 2(b) hereof.

"Staff" shall mean the staff of the SEC.

"Target Registration Date" shall mean the date which is 455 days from the Closing Date.

"Trigger Date" shall have the meaning set forth in Section 2(d) hereof.

"Trust Indenture Act" shall mean the Trust Indenture Act of 1939, as amended from time to time.

"Trustee" shall mean the trustee with respect to the Securities under the Indenture.

"Underwriter" shall have the meaning set forth in Section 3(e) hereof.

"Underwritten Offering" shall mean an offering in which Registrable Securities are sold to an Underwriter for reoffering to the public.

"Wells Fargo" shall mean Wells Fargo Securities, LLC.

2. Registration Under the Securities Act.

(a) To the extent not prohibited by any applicable law or applicable interpretations of the Staff, the Company and the Guarantor shall use their reasonable best efforts to (i) cause to be filed an Exchange Offer Registration Statement covering an offer to the Holders to exchange all the Registrable Securities for Exchange Securities and (ii) have such Registration Statement remain effective until 180 days after the date the Exchange Offer Registration Statement became effective for use by one or more Participating Broker-Dealers. The Company and the Guarantor shall commence the Exchange Offer promptly after the Exchange Offer Registration Statement is declared effective by the SEC and use their reasonable best efforts to complete the Exchange Offer not later than the Target Registration Date.

The Company and the Guarantor shall commence the Exchange Offer by mailing the related Prospectus, appropriate letters of transmittal and other accompanying documents to each Holder stating, in addition to such other disclosures as are required by applicable law, substantially the following:

(i) that the Exchange Offer is being made pursuant to this Agreement and that all Registrable Securities validly tendered and not properly withdrawn will be accepted for exchange;

(ii) the dates of acceptance for exchange (which shall be a period of at least 20 Business Days (in accordance with the Exchange Act) from the date such notice is mailed) (the "Exchange Dates");

(iii) that any Registrable Security not tendered will remain outstanding and continue to accrue interest but will not retain any rights under this Agreement, except as otherwise specified herein;

(iv) that any Holder electing to have a Registrable Security exchanged pursuant to the Exchange Offer will be required to (A) surrender such Registrable Security, together with the appropriate letters of transmittal, to the institution and at the address (located in the Borough of Manhattan, The City of New York) and in the manner specified in the notice, or (B) effect such exchange otherwise in compliance with the applicable procedures of the depositary for such Registrable Security, in each case prior to the close of business on the last Exchange Date; and

(v) that any Holder will be entitled to withdraw its election, not later than the close of business on the last Exchange Date, by (A) sending to the institution and at the address (located in the Borough of Manhattan, The City of New York) specified in the notice, a telegram, telex, facsimile transmission or letter setting forth the name of such Holder, the principal amount of Registrable Securities delivered for exchange, such other information as may be reasonably required to identify the Securities to be withdrawn and a statement that such Holder is withdrawing its election to have such Securities exchanged or (B) effecting such withdrawal in compliance with the applicable procedures of the depositary for the Registrable Securities.

As a condition to participating in the Exchange Offer, a Holder will be required to represent to the Company and the Guarantor that (i) any Exchange Securities to be received by it will be acquired in the ordinary course of its business, (ii) at the time of the commencement of the Exchange Offer it has no arrangement or understanding with any Person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Securities in violation of the Securities Act, (iii) it is not an "affiliate" (within the meaning of Rule 405 under the Securities Act) of the Company or any Guarantor or, if it is such an "affiliate," such Holder will comply with the prospectus delivery requirements of the Securities Act to the extent applicable in connection with any resale of the Exchange Securities and (iv) if such Holder is a broker-dealer that will receive Exchange Securities for its own account in exchange for Registrable Securities that were acquired as a result of market making or other trading activities, then such Holder will comply with the prospectus delivery requirements of the Securities Act, to the extent applicable, in connection with any resale of the Exchange Securities. Each Holder hereby acknowledges and agrees that any broker-dealer and any such Holder using the Exchange Offer to participate in a distribution of the securities to be acquired in the Exchange Offer (1) could not under SEC policy as in effect on the date of this Agreement rely on the position of the SEC enunciated in Morgan Stanley and Co., Inc. (available June 5, 1991) and Exxon Capital Holdings Corporation (available May 13, 1988), as interpreted in the SEC's letter to Shearman & Sterling dated July 2, 1993, and similar no-action letters, and (2) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction and that such a secondary resale transaction should be covered by an effective registration statement containing the selling security holder information required by Item 507 or 508, as applicable, of Regulation S-K if the resales are of Exchange Securities obtained by such Holder in exchange for Registrable Securities acquired by such Holder directly from the Company.

As soon as practicable after the last Exchange Date, the Company and the Guarantor shall:

(i) accept for exchange Registrable Securities or portions thereof validly tendered and not properly withdrawn pursuant to the Exchange Offer; and

(ii) deliver, or cause to be delivered, to the Trustee for cancellation all Registrable Securities or portions thereof so accepted for exchange by the Company and issue, and cause the Trustee to promptly authenticate and deliver to each Holder, Exchange Securities equal in principal amount to the principal amount of the Registrable Securities tendered by such Holder.

The Company and the Guarantor shall use their reasonable best efforts to complete the Exchange Offer as provided above and shall comply with the applicable requirements of the Securities Act, the Exchange Act and other applicable laws and regulations in connection with the Exchange Offer. The Exchange Offer shall not be

subject to any conditions, other than that the Exchange Offer does not violate any applicable law or applicable interpretations of the Staff and customary conditions relating to the delivery of Securities or other actions customarily taken by Holders participating in the Exchange Offer or the execution and delivery of customary documentation relating to the Exchange Offer.

(b) In the event that (i) the Company and the Guarantor determine that the Exchange Offer Registration provided for in Section 2(a) above is not available or may not be completed as soon as practicable after the last Exchange Date because it would violate any applicable law or applicable interpretations of the Staff, (ii) a Holder participating in the Exchange Offer does not receive Exchange Securities on the date of the exchange that may be sold without restriction under state and federal securities laws (other than due solely to the status of such Holder as an affiliate of the Company within the meaning of the Securities Act) and notifies (a "Holder Notice") the Company within 30 days after such Holder first becomes aware of such restrictions, (iii) the Exchange Offer is not for any other reason completed by the Target Registration Date or (iv) upon receipt of a written request (a "Shelf Request") from any Initial Purchaser representing that it holds Registrable Securities that are or were ineligible to be exchanged in the Exchange Offer, the Company and the Guarantor shall use their reasonable best efforts to cause to be filed, as soon as practicable after such determination, date, Holder Notice or Shelf Request, as the case may be, a Shelf Registration Statement providing for the sale of all the Registrable Securities by the Holders thereof and to have such Shelf Registration Statement become effective.

In the event that the Company and the Guarantor are required to file a Shelf Registration Statement pursuant to clause (iii) or (iv) of the preceding sentence, the Company and the Guarantor shall use their reasonable best efforts to file and have become effective both an Exchange Offer Registration Statement pursuant to Section 2(a) with respect to all Registrable Securities and a Shelf Registration Statement (which may be a combined Registration Statement with the Exchange Offer Registration Statement) with respect to offers and sales of Registrable Securities held by the Initial Purchasers after completion of the Exchange Offer.

The Company and the Guarantor agree to use their reasonable best efforts to keep the Shelf Registration Statement continuously effective for a period of one year from the effective date of such Shelf Registration Statement or such shorter period that will terminate when the Securities covered by the Shelf Registration Statement cease to be Registrable Securities (the "Shelf Effectiveness Period"). The Company and the Guarantor further agree to supplement or amend the Shelf Registration Statement, the related Prospectus and any Free Writing Prospectus if required by the rules, regulations or instructions applicable to the registration form used by the Company for such Shelf Registration Statement or by the Securities Act or by any other rules and regulations thereunder or if reasonably requested by a Holder of Registrable Securities with respect to information relating to such Holder, and to use their reasonable best efforts to cause any such amendment to become effective, if required, and such Shelf Registration Statement, Prospectus or Free Writing Prospectus, as the case may be, to become usable as soon as thereafter practicable. The Company and the Guarantor agree to furnish to the Holders of Registrable Securities registered on such Shelf Registration Statement copies of any such supplement or amendment promptly after its being used or filed with the SEC.

(c) The Company and the Guarantor shall pay all Registration Expenses in connection with any registration pursuant to Section 2(a) or Section 2(b) hereof. Each Holder, including the Market Maker, shall pay all underwriting discounts and commissions, brokerage commissions and transfer taxes, if any, relating to the sale or disposition of such Holder's Registrable Securities pursuant to the Shelf Registration Statement.

(d) An Exchange Offer Registration Statement pursuant to Section 2(a) hereof will not be deemed to have become effective unless it has been declared effective by the SEC. A Shelf Registration Statement pursuant to Section 2(b) hereof will not be deemed to have become effective unless it has been declared effective by the SEC or is automatically effective upon filing with the SEC as provided by Rule 462 under the Securities Act.

In the event that either the Exchange Offer is not completed by the Target Registration Date or the Shelf Registration Statement, if required pursuant to Section 2(b)(i) or 2(b)(iii) hereof, is not effective by the Target Registration Date, the interest rate on the Registrable Securities will be increased by (i) 0.25% per annum for the first 90-day period immediately following such date and (ii) an additional 0.25% per annum with respect to each subsequent 90-day period, in each case until the Exchange Offer is completed or the Shelf Registration Statement, if required hereby, becomes effective, up to a maximum total increase of 0.50% per annum. In the event that the Company receives a Holder Notice or Shelf Request pursuant to Section 2(b)(ii) or 2(b)(iv), and the Shelf Registration Statement required to be filed thereby has not become effective by the later of the Target Registration Date or (y) 90 days after delivery of such Holder Notice or Shelf Request (such later date, the "Shelf Additional Interest Date"), then the interest rate on the Registrable Securities will be increased by (i) 0.25% per annum for the first 90-day period payable commencing from one day after the Shelf Additional Interest Date and (ii) an additional 0.25% per annum with respect to each subsequent 90-day period, in each case until the Shelf Registration Statement becomes effective, up to a maximum total increase of 0.50% per annum.

If the Shelf Registration Statement, if required hereby, is effective and thereafter either ceases to be effective or the Prospectus contained therein ceases to be usable, in each case whether or not permitted by this Agreement, at any time during the Shelf Effectiveness Period, and such failure to remain effective or usable exists for more than 30 days (whether or not consecutive) in any 12-month period (the 30th such date, the "Trigger Date"), then the interest rate on the Registrable Securities will be increased by (i) 0.25% per annum for the first 90-day period immediately following the Trigger Date and (ii) an additional 0.25% per annum with respect to each subsequent 90-day period, up to a maximum increase of 0.50% per annum, and ending on such date that the Shelf Registration Statement is again effective or the Prospectus again becomes usable. Such additional interest shall accrue as liquidated damages on the principal amount of the Exchange Securities or Registrable Securities, as the case may be.

(e) Without limiting the remedies available to the Initial Purchasers and the Holders, the Company and the Guarantor acknowledge that any failure by the Company or the Guarantor to comply with their obligations under Section 2(a) and Section 2(b) hereof may result in material irreparable injury to the Initial Purchasers or the Holders for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of any such failure, the Initial Purchasers or any Holder may obtain such relief as may be required to specifically enforce the Company's and the Guarantor's obligations under Section 2(a) and Section 2(b) hereof.

3. Registration Procedures.

(a) In connection with their obligations pursuant to Section 2(a) and Section 2(b) hereof, the Company and the Guarantor shall promptly:

(i) prepare and file with the SEC a Registration Statement on the appropriate form under the Securities Act, which form (x) shall be selected by the Company and the Guarantor, (y) shall, in the case of a Shelf Registration, be available for the sale of the Registrable Securities by the Holders thereof and (z) shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by the SEC to be filed therewith; and use their reasonable best efforts to cause such Registration Statement to become effective and remain effective for the applicable period in accordance with Section 2 hereof;

(ii) prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement effective for the applicable period in accordance with Section 2 hereof and cause each Prospectus to be supplemented by any required prospectus supplement and, as so supplemented, to be filed pursuant to Rule 424 under the Securities Act; and keep each Prospectus current during the period described in Section 4(3) of and Rule 174 under the Securities Act that is applicable to transactions by brokers or dealers with respect to the Registrable Securities or Exchange Securities;

(iii) to the extent any Free Writing Prospectus is used, file with the SEC any Free Writing Prospectus that is required to be filed by the Company or the Guarantor with the SEC in accordance with the Securities Act and to retain any Free Writing Prospectus not required to be filed;

(iv) in the case of a Shelf Registration, furnish to each Holder of Registrable Securities included on such Shelf Registration Statement, to counsel for the Initial Purchasers, to counsel for such Holders and to each Underwriter of an Underwritten Offering of Registrable Securities, if any, without charge, as many copies of each Prospectus, preliminary prospectus or Free Writing

Prospectus, and any amendment or supplement thereto, as such Holder, counsel or Underwriter may reasonably request in order to facilitate the sale or other disposition of the Registrable Securities thereunder; and the Company and the Guarantor consent to the use of such Prospectus, preliminary prospectus or such Free Writing Prospectus and any amendment or supplement thereto in accordance with applicable law by each of the Holders of Registrable Securities and any such Underwriters in connection with the offering and sale of the Registrable Securities covered by and in the manner described in such Prospectus, preliminary prospectus or such Free Writing Prospectus or any amendment or supplement thereto in accordance with applicable law;

(v) in the case of an Exchange Offer Registration Statement, use their reasonable best efforts to register and qualify the Registrable Securities under all applicable state securities or blue sky laws and, in the case of a Shelf Registration Statement, cooperate with the selling Holders and their counsel to register or qualify the Registrable Securities under all applicable state securities or blue sky laws of such jurisdictions as any Holder of Registrable Securities covered by a Shelf Registration Statement shall reasonably request in writing by the time the applicable Shelf Registration Statement becomes effective; cooperate with such Holders in connection with any filings required to be made with FINRA; and do any and all other acts and things that may be reasonably necessary or advisable to enable each Holder to complete the disposition in each such jurisdiction of the Registrable Securities owned by such Holder; provided that neither the Company nor any Guarantor shall be required to (1) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (2) file any general consent to service of process in any such jurisdiction or (3) subject itself to taxation in any such jurisdiction if it is not so subject;

(vi) notify counsel for the Initial Purchasers and, in the case of a Shelf Registration, notify each Holder of Registrable Securities included on such Shelf Registration Statement and counsel for such Holders promptly and, if requested by any such Holder or counsel, confirm such advice in writing (1) when a Registration Statement has become effective, when any post-effective amendment thereto has been filed and becomes effective, when any Free Writing Prospectus has been filed or any amendment or supplement to the Prospectus or any Free Writing Prospectus has been filed, (2) of any request by the SEC or any state securities authority for amendments and supplements to a Registration Statement, Prospectus or any Free Writing Prospectus or for additional information after the Registration Statement has become effective, (3) of the issuance by the SEC or any state securities authority of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, including the receipt by the Company of any notice of objection of the SEC to the use of a Shelf Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act, (4) if, between the applicable effective date of a Shelf Registration Statement and the closing of any sale of Registrable Securities covered thereby, the Company or any Guarantor receives

any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation of any proceeding for such purpose, (5) of the happening of any event during the period a Registration Statement is effective that makes any statement made in such Registration Statement or the related Prospectus or any Free Writing Prospectus untrue in any material respect or that requires the making of any changes in such Registration Statement or Prospectus or any Free Writing Prospectus in order to make the statements therein not misleading (in the case of the Prospectus, in light of the circumstances under which they were made) and (6) of any determination by the Company or any Guarantor that a post-effective amendment to a Registration Statement or any amendment or supplement to the Prospectus or any Free Writing Prospectus would be required;

(vii) use their reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement or, in the case of a Shelf Registration, the resolution of any objection of the SEC pursuant to Rule 401(g)(2), including by filing an amendment to such Shelf Registration Statement on the proper form, as promptly as practicable and provide prompt notice to each Holder of the withdrawal of any such order or such resolution;

(viii) in the case of a Shelf Registration, furnish to each Holder of Registrable Securities included on such Shelf Registration Statement, without charge, at least one conformed copy of each Registration Statement and any post-effective amendment thereto (without any documents incorporated therein by reference or exhibits thereto, unless requested in writing);

(ix) in the case of a Shelf Registration, cooperate with the Holders of Registrable Securities included on such Shelf Registration Statement to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends and enable such Registrable Securities to be issued in such denominations and registered in such names (consistent with the provisions of the Indenture) as such Holders may reasonably request at least one Business Day prior to the closing of any sale of Registrable Securities;

(x) in the case of a Shelf Registration, upon the occurrence of any event contemplated by Section 3(a)(vi)(5) hereof, use their reasonable best efforts to prepare and file with the SEC a supplement or post-effective amendment to such Shelf Registration Statement or the related Prospectus or any Free Writing Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered (or, to the extent permitted by law, made available) to purchasers of the Registrable Securities, such Prospectus or Free Writing Prospectus, as the case may be, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and the Company and the Guarantor shall notify the Holders of Registrable Securities to suspend use of the Prospectus or any Free Writing

Prospectus as promptly as practicable after the occurrence of such an event, and such Holders hereby agree to suspend use of the Prospectus or any Free Writing Prospectus, as the case may be, until the Company and the Guarantor have amended or supplemented the Prospectus or the Free Writing Prospectus, as the case may be, to correct such misstatement or omission;

(xi) a reasonable time prior to the filing of any Registration Statement, any Prospectus, any Free Writing Prospectus, any amendment to a Registration Statement or amendment or supplement to a Prospectus or a Free Writing Prospectus or other than any document that is to be incorporated by reference into a Registration Statement, a Prospectus or a Free Writing Prospectus after initial filing of a Registration Statement, provide copies of such document to the Initial Purchasers and their counsel (and, in the case of a Shelf Registration Statement, to the Holders of Registrable Securities included on such Shelf Registration Statement and their counsel) and make such of the representatives of the Company and the Guarantor as shall be reasonably requested by the Initial Purchasers or their counsel (and, in the case of a Shelf Registration Statement, the Holders of Registrable Securities included on such Shelf Registration Statement or their counsel) available for discussion of such document; and the Company and the Guarantor shall not, at any time after initial filing of a Registration Statement, use or file any Prospectus, any Free Writing Prospectus, any amendment of or supplement to a Registration Statement, a Prospectus or any Free Writing Prospectus, or any document that is to be incorporated by reference into a Registration Statement, a Prospectus or a Free Writing Prospectus, of which the Initial Purchasers and their counsel (and, in the case of a Shelf Registration Statement, the Holders of Registrable Securities and their counsel) shall not have previously been advised and furnished a copy or to which the Initial Purchasers or their counsel (and, in the case of a Shelf Registration Statement, the Holders of Registrable Securities or their counsel) shall reasonably object in writing within five Business Days after receipt thereof;

(xii) use reasonable best efforts to obtain a CUSIP number for all Exchange Securities or Registrable Securities, as the case may be, not later than the initial effective date of a Registration Statement;

(xiii) use reasonable best efforts to cause the Indenture to be qualified under the Trust Indenture Act in connection with the registration of the Exchange Securities or Registrable Securities, as the case may be; cooperate with the Trustee and the Holders to effect such changes to the Indenture as may be required for the Indenture to be so qualified in accordance with the terms of the Trust Indenture Act; and execute, and use their reasonable best efforts to cause the Trustee to execute, all documents as may be required to effect such changes and all other forms and documents required to be filed with the SEC to enable the Indenture to be so qualified in a timely manner;

(xiv) in the case of a Shelf Registration, make available for inspection by a representative of the Holders of the Registrable Securities (an "Inspector"), any Underwriter participating in any disposition pursuant to such Shelf Registration Statement, any attorneys and accountants designated by a majority of the Holders of Registrable Securities to be included in such Shelf Registration and any attorneys and accountants designated by such Underwriter, at reasonable times and in a reasonable manner, all pertinent financial and other records, documents and properties of the Company and its subsidiaries, and cause the respective officers, directors and employees of the Company and the Guarantor to supply all information reasonably requested by any such Inspector, Underwriter, attorney or accountant in connection with a Shelf Registration Statement; provided that if any such information is identified by the Company or any Guarantor as being confidential or proprietary, each Person receiving such information shall take such actions as are reasonably necessary to protect the confidentiality of such information to the extent such action is otherwise not inconsistent with, an impairment of or in derogation of the rights and interests of any Inspector, Holder or Underwriter;

(xv) in the case of a Shelf Registration, use their reasonable best efforts to cause all Registrable Securities to be listed on any securities exchange or any automated quotation system on which similar securities issued or guaranteed by the Company or any Guarantor are then listed if requested by the Majority Holders, to the extent such Registrable Securities satisfy applicable listing requirements;

(xvi) if reasonably requested by any Holder of Registrable Securities covered by a Shelf Registration Statement, promptly include in a Prospectus supplement or post-effective amendment such information with respect to such Holder as such Holder reasonably requests to be included therein and make all required filings of such Prospectus supplement or such post-effective amendment as soon as the Company has received notification of the matters to be so included in such filing;

(xvii) in the case of a Shelf Registration, enter into such customary agreements and take all such other actions in connection therewith (including those reasonably requested by the Holders of a majority in principal amount of the Registrable Securities covered by the Shelf Registration Statement) in order to expedite or facilitate the disposition of such Registrable Securities including, but not limited to, in an Underwritten Offering and in such connection, (1) to the extent possible, make such representations and warranties to the Holders and any Underwriters of such Registrable Securities with respect to the business of the Company and its subsidiaries and the Registration Statement, Prospectus, any Free Writing Prospectus and documents incorporated by reference or deemed incorporated by reference, if any, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings and confirm the same if and when requested, (2) obtain opinions of counsel to the Company and the Guarantor (which counsel and opinions, in form, scope and substance, shall be reasonably satisfactory to the Holders of a majority in principal amount of the Registrable Securities being sold and such Underwriters

and their respective counsel) addressed to each selling Holder and Underwriter of Registrable Securities, covering the matters customarily covered in opinions requested in underwritten offerings, (3) obtain "comfort" letters from the independent certified public accountants of the Company and the Guarantor (and, if necessary, any other certified public accountant of any subsidiary of the Company or any Guarantor, or of any business acquired by the Company or any Guarantor for which financial statements and financial data are or are required to be included in the Registration Statement) addressed to each selling Holder (to the extent permitted by applicable professional standards) and Underwriter of Registrable Securities, such letters to be in customary form and covering matters of the type customarily covered in "comfort" letters in connection with underwritten offerings, including but not limited to financial information contained in any preliminary prospectus, Prospectus or Free Writing Prospectus, and (4) deliver such documents and certificates as may be reasonably requested by the Holders of a majority in principal amount of the Registrable Securities being sold or the Underwriters, and which are customarily delivered in underwritten offerings, to evidence the continued validity of the representations and warranties of the Company and the Guarantor made pursuant to clause (1) above and to evidence compliance with any customary conditions contained in an underwriting agreement; it being agreed that the representations and warranties, opinions of counsel and comfort letters delivered in connection with the initial offering of the Securities are customary; and

(xviii) (a) Reserved.

(b) In the case of a Shelf Registration Statement, the Company may require each Holder of Registrable Securities to furnish to the Company such information regarding such Holder and the proposed disposition by such Holder of such Registrable Securities as the Company and the Guarantor may from time to time reasonably request in writing; provided that if such Holder fails to provide the requested information within 20 Business Days, the Company may exclude such Holder's Registrable Securities from such Shelf Registration Statement until such time as the information is provided.

(c) In the case of a Shelf Registration Statement, each Holder of Registrable Securities covered in such Shelf Registration Statement agrees that, upon receipt of any notice from the Company and the Guarantor of the happening of any event of the kind described in Section 3(a)(vi)(3) or 3(a)(vi)(5) hereof, such Holder will forthwith discontinue disposition of Registrable Securities pursuant to the Shelf Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus and any Free Writing Prospectus contemplated by Section 3(a)(x) hereof and, if so directed by the Company and the Guarantor, such Holder will deliver to the Company and the Guarantor all copies in its possession, other than permanent file copies then in such Holder's possession, of the Prospectus and any Free Writing Prospectus covering such Registrable Securities that is current at the time of receipt of such notice.

(d) If the Company and the Guarantor shall give any notice to suspend the disposition of Registrable Securities pursuant to a Registration Statement, the Company and the Guarantor shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement by the number of days during the period from and including the date of the giving of such notice to and including the date when the Holders of such Registrable Securities shall have received copies of the supplemented or amended Prospectus or any Free Writing Prospectus necessary to resume such dispositions. The Company and the Guarantor may give any such notice only twice during any 365-day period, any such suspensions shall not exceed 45 days for each suspension and there shall not be more than two suspensions in effect during any 365-day period.

(e) The Holders of Registrable Securities covered by a Shelf Registration Statement who desire to do so may sell such Registrable Securities in an Underwritten Offering. In any such Underwritten Offering, the investment bank or investment banks and manager or managers (each an "Underwriter") that will administer the offering will be selected by the Holders of a majority in principal amount of the Registrable Securities included in such offering and reasonably acceptable to the Company. However, each Holder agrees that, neither such Holder nor any Underwriter participating in any disposition pursuant to any Registration Statement on such Holder's behalf, will make any offer relating to the Registrable Securities that would constitute an Issuer Free Writing Prospectus (as defined in Rule 433 under the Securities Act) or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405 under the Securities Act) required to be filed by the Company with the Commission or retained by the Company under Rule 433 of the Securities Act, unless it has obtained the prior written consent of the Company.

4. Participation of Broker-Dealers in Exchange Offer.

(a) The Company has been advised that the Staff has taken the position that any broker-dealer that receives Exchange Securities for its own account in the Exchange Offer in exchange for Securities that were acquired by such broker-dealer as a result of market-making or other trading activities (a "Participating Broker-Dealer") may be deemed to be an "underwriter" within the meaning of the Securities Act and must deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Securities.

The Company and the Guarantor have been advised that it is the Staff's position that if the Prospectus contained in the Exchange Offer Registration Statement includes a plan of distribution containing a statement to the above effect and the means by which Participating Broker-Dealers may resell the Exchange Securities, without naming the Participating Broker-Dealers or specifying the amount of Exchange Securities owned by them, such Prospectus may be delivered by Participating Broker-Dealers (or, to the extent permitted by law, made available to purchasers) to satisfy their prospectus delivery obligation under the Securities Act in connection with resales of Exchange Securities for their own accounts, so long as the Prospectus otherwise meets the requirements of the Securities Act.

(b) In light of the above, and notwithstanding the other provisions of this Agreement, the Company and the Guarantor agree to use their reasonable best efforts to amend or supplement the Prospectus contained in the Exchange Offer Registration Statement for a period ending on the earlier of (i) 180 days after the date the Exchange Offer Registration Statement becomes effective (as such period may be extended pursuant to Section 3(d) of this Agreement) and (ii) the date on which each Participating Broker-Dealer is no longer required to deliver a prospectus in connection with market making or other trading activities, in each case to the extent necessary to ensure that it is available for resales. The Company and the Guarantor further consent to the delivery of such Prospectus (or, to the extent permitted by law, agree to make available) by Participating Broker-Dealers during such period in connection with the resales contemplated by this Section 4.

(c) The Initial Purchasers shall have no liability to the Company, any Guarantor or any Holder with respect to any such request that they may make pursuant to Section 4(b) above.

5. Market Making.

(a) For so long as any of the Securities or Exchange Securities are outstanding and Wells Fargo (in such capacity, the "Market Maker") or any of its affiliates (as defined in the rules and regulations of the SEC) owns any equity securities of the Company, the Guarantor or any of their affiliates and proposes to make a market in the Securities or Exchange Securities as part of its business in the ordinary course, the following provisions shall apply for the sole benefit of the Market Maker:

(i) The Company and the Guarantor shall (A) on the date that the Exchange Offer Registration Statement or, if required hereby, the Shelf Registration Statement is filed with the SEC, file a registration statement (the "Market Making Registration Statement") (which may be the Exchange Offer Registration Statement or the Shelf Registration Statement if permitted by the rules and regulations of the SEC) and use their commercially reasonable efforts to cause such Market Making Registration Statement to become effective on or prior to the consummation of the Exchange Offer or the initial effective date of the Shelf Registration Statement, as applicable; (B) periodically amend such Market Making Registration Statement so that the information contained therein complies with the requirements of Section 10(a) under the Securities Act; (C) amend the Market Making Registration Statement or amend or supplement the related Prospectus when necessary to reflect any material changes in the information provided therein; and (D) amend the Market Making Registration Statement when required to do so in order to comply with Section 10(a)(3) of the Securities Act; provided, however, that (1) prior to filing the Market Making Registration Statement, any amendment thereto, any Free Writing Prospectus or any amendment or supplement to the related Prospectus or Free Writing Prospectus,

the Company will furnish to the Market Maker copies of all such documents proposed to be filed, which documents will be subject to the review of the Market Maker and its counsel and (2) the Company and the Guarantor will not file the Market Making Registration Statement, any amendment thereto, any Free Writing Prospectus or any amendment or supplement to the related Prospectus or Free Writing Prospectus to which the Market Maker and its counsel shall reasonably object unless the Company is advised by counsel that such Market Making Registration Statement or Free Writing Prospectus, or any such amendment or supplement is required to be filed under applicable securities laws and the Company will provide the Market Maker and its counsel with copies of the Market Making Registration Statement and any Free Writing Prospectus and each amendment and supplement filed.

(ii) The Company shall notify the Market Maker and, if requested by the Market Maker, confirm such advice in writing, (A) when any Market Making Registration Statement, any post-effective amendment to the Market Making Registration Statement, any Free Writing Prospectus or any amendment or supplement to the related Prospectus or Free Writing Prospectus has been filed, and, with respect to any Market Making Registration Statement or any post-effective amendment, when the same has become effective; (B) of any request by the SEC for any post-effective amendment to the Market Making Registration Statement, any supplement or amendment to the related Prospectus or any Free Writing Prospectus or for additional information; (C) the issuance by the SEC of any stop order suspending the effectiveness of the Market Making Registration Statement or the initiation of any proceedings for that purpose, including the receipt by the Company of any notice of objection of the SEC to the use of the Market Making Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act; (D) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities or Exchange Securities for sale in any jurisdiction or the initiation or threatening of any proceedings for such purpose; and (E) of the happening of any event that makes any statement made in the Market Making Registration Statement, the related Prospectus or any Free Writing Prospectus or any amendment or supplement thereto untrue or that requires the making of any changes in the Market Making Registration Statement, such Prospectus or such Free Writing Prospectus or amendment or supplement thereto, in order to make the statements therein not misleading.

(iii) If any event contemplated by Section 5(a)(ii)(B) through (E) hereof occurs during the period for which the Company and the Guarantor are required to maintain an effective Market Making Registration Statement, the Company and the Guarantor shall, subject to Section 5(a)(i) hereof, promptly prepare and file with the SEC a post-effective amendment to the Market Making Registration Statement or an amendment or supplement to the related Prospectus or Free Writing Prospectus or file any other required document so that the Prospectus or any Free Writing Prospectus will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(iv) In the event of the issuance of any stop order suspending the effectiveness of the Market Making Registration Statement, any notice of objection pursuant to Rule 401(g)(2) under the Securities Act or any order suspending the qualification of the Securities or Exchange Securities for sale in any jurisdiction, the Company and the Guarantor shall promptly use their commercially reasonable efforts to obtain the withdrawal of such order or the resolution of such objection, including by filing an amendment to the Market Making Registration Statement on the proper form as necessary.

(v) The Company shall furnish to the Market Maker, without charge, (A) at least one conformed copy of the Market Making Registration Statement and any post-effective amendment thereto; and (B) as many copies of the related Prospectus, any Free Writing Prospectus and any amendment or supplement thereto as the Market Maker may reasonably request.

(vi) The Company and the Guarantor shall consent to the use of the Prospectus contained in the Market Making Registration Statement, any Free Writing Prospectus or any amendment or supplement thereto by the Market Maker in connection its market-making activities.

(vii) Notwithstanding the foregoing provisions of this Section 5, the Company and the Guarantor may for valid business reasons, including without limitation, a potential material acquisition, divestiture of assets or other material corporate transaction, notify the Market Maker in writing that the Market Making Registration Statement is no longer effective or the Prospectus included therein or any Free Writing Prospectus is no longer usable for offers and sales of Securities or Exchange Securities and may issue any notice suspending use of such Market Making Registration Statement or the Prospectus required under applicable securities laws to be issued for so long as valid business reasons exist and the Company and the Guarantor shall not be obligated to amend or supplement such Market Making Registration Statement or the Prospectus included therein until it reasonably deems appropriate. The Market Maker agrees that upon receipt of any notice from the Company pursuant to this Section 5(a)(vii), it will discontinue use of the Prospectus contained in the Market Making Registration Statement and any Free Writing Prospectus until receipt of copies of the supplemented or amended Prospectus or Free Writing Prospectus relating thereto or until advised in writing by the Company that the use of the Prospectus contained in the Market Making Registration Statement or the Free Writing Prospectus may be resumed.

(b) In connection with the Market Making Registration Statement, the Company shall (i) make available for inspection by a representative of, and counsel acting for, the Market Maker, at reasonable times and in a reasonable manner, all pertinent financial and other records, documents and properties of the Company and its subsidiaries and (ii) use its commercially reasonable efforts to cause the respective officers, directors and

employees of the Company and the Guarantor to supply all relevant information reasonably requested by such representative or counsel or the Market Maker; provided that each Person receiving such information shall take such actions as are necessary to protect the confidentiality of such information unless (i) the disclosure of such information is necessary to avoid or correct a material misstatement or omission in the Market Making Registration Statement, any Free Writing Prospectus or any amendment or supplement thereto, (ii) the release of such information is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, (iii) disclosure of such information is necessary or advisable, in the written opinion of counsel of the Market Maker, in connection with any action, claim, suit or proceeding, directly or indirectly, involving or potentially involving such Market Maker and arising out of, based upon, relating to, or involving this Agreement, or any transactions contemplated hereby or thereby or arising hereunder or thereunder, or (iv) such information has been made generally available to the public other than by the Market Maker or an "affiliate" (as defined in Rule 405) thereof; provided, however, that prior notice shall be provided as soon as practicable to the Company of the potential disclosure of any such information pursuant to clause (i), (ii) or (iii) of this sentence to permit the Company to obtain a protective order (or waive the provisions of this paragraph (b)) and that the Market Maker shall take such actions as are necessary to protect the confidentiality of such information.

(c) Prior to the initial effective date of the Market Making Registration Statement, the Company and the Guarantor shall use their commercially reasonable efforts to register or qualify the Securities or Exchange Securities for offer and sale under all applicable state securities or blue sky laws of such jurisdictions as the Market Maker reasonably requests in writing, cooperate with the Market Maker in connection with any filings required to be made with FINRA and do any and all other acts or things that may be reasonably necessary or advisable to enable the offer and sale in such jurisdictions of the Securities or Exchange Securities covered by the Market Making Registration Statement; provided that the Company and the Guarantor shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to subject itself to service of process in any such jurisdictions or (iii) subject itself to taxation in any such jurisdiction if it is not so subject.

(d) The Company and the Guarantor represent and agree that the Market Making Registration Statement, any post-effective amendments thereto, any Free Writing Prospectus, any amendments or supplements to the related Prospectus or any Free Writing Prospectus and any documents filed by them under the Exchange Act will, when they become effective or are filed with the SEC, as the case may be, conform in all material respects to the requirements of the Securities Act and the Exchange Act and the rules and regulations of the SEC thereunder and will not, as of each effective date of such Market Making Registration Statement or post-effective amendments and as of the filing date of any Free Writing Prospectus or amendments or supplements to such Prospectus or any Free Writing Prospectus or filings under the Exchange Act, contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that no representation or warranty is made as to information

contained in or omitted from the Market Making Registration Statement or the related Prospectus or any Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company by the Market Maker specifically for inclusion therein, which information the parties hereto agree will be limited to the statements concerning the market-making activities of the Market Maker to be set forth on the cover page and in the "Plan of Distribution" section of the Prospectus (the "Market Maker's Information").

(e) At the time of initial effectiveness of the Market Making Registration Statement and concurrently with each time any Free Writing Prospectus is first used or the Market Making Registration Statement shall be amended by post-effective amendment, including by the filing of an annual report incorporated by reference into the Market Making Registration Statement, or the related Prospectus or any Free Writing Prospectus shall be amended or supplemented, the Company shall (if requested in writing by the Market Maker) furnish the Market Maker and its counsel with a certificate of an executive officer to the effect that:

(i) the Market Making Registration Statement has become effective;

(ii) in the case of an amendment to the Market Making Registration Statement, such amendment has become effective under the Securities Act as of the date and time specified in such certificate, if applicable; and in the case of an amendment or supplement to the Prospectus, such amendment or supplement to the Prospectus was filed with the SEC pursuant to the subparagraph of Rule 424(b) under the Securities Act specified in such certificate on the date specified therein; and in the case of any Free Writing Prospectus or an amendment or supplement to any Free Writing Prospectus, such Free Writing Prospectus or amendment or supplement to the Free Writing Prospectus was filed with the SEC pursuant to Rule 433 under the Securities Act on the date specified therein;

(iii) to the knowledge of such officer, no stop order suspending the effectiveness of the Market Making Registration Statement has been issued, including any notice of objection of the SEC to the use of the Market Making Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act, and no proceeding for that purpose is pending or threatened by the SEC; and

(iv) such officer has carefully examined the Market Making Registration Statement, the Prospectus and any Free Writing Prospectus (and, in the case of an amendment or supplement, such amendment or supplement) and as of the applicable effective date of such Market Making Registration Statement, or the date of such Free Writing Prospectus or any such amendment or supplement, as applicable, the Market Making Registration Statement, the Prospectus and any Free Writing Prospectus, as amended or supplemented, if applicable, did not include any untrue statement of a material fact and did not omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) The Company and the Guarantor, on the one hand, and the Market Maker, on the other hand, hereby agree to indemnify each other, and, if applicable, contribute to the other, in accordance with Section 6 of this Agreement.

(g) The Company and the Guarantor will comply with the provisions of this Section 5 at their own expense and will reimburse the Market Maker for its reasonable and documented expenses associated with this Section 5 (including reasonable fees of one counsel for the Market Maker).

(h) The agreements contained in this Section 5 and the representations, warranties and agreements contained in this Agreement shall survive all offers and sales of the Securities and the Exchange Securities and shall remain in full force and effect, regardless of any termination or cancellation of this Agreement or any investigation made by or on behalf of any indemnified party.

(i) For purposes of this Section 5, (i) any reference to the terms "amend," "amendment" or "supplement" with respect to the Market Making Registration Statement or the Prospectus contained therein or any Free Writing Prospectus shall be deemed to refer to and include the filing under the Exchange Act of any document deemed to be incorporated therein by reference and (ii) any reference to the terms "Securities" or "Exchange Securities" shall be deemed to refer to and include any securities issued in exchange for or with respect to such Securities or Exchange Securities.

6. Indemnification and Contribution.

(a) The Company and each Guarantor, jointly and severally, agree to indemnify and hold harmless (i) each Initial Purchaser, the Market Maker, each Holder, their respective affiliates, directors and officers and each Person, if any, who controls any Initial Purchaser or any Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, reasonable legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (1) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, (2) any untrue statement or alleged untrue statement of a material fact contained in any Prospectus, or in any amendment thereof or any supplement thereto, any Free Writing Prospectus or any "issuer information" ("Issuer Information") filed or required to be filed pursuant to Rule 433(d) under the Securities Act, or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Initial Purchaser, or information relating to any Holder or the Market Maker Information furnished to the Company in writing through the Market Maker, any selling Holder or the

Market Maker, respectively, expressly for use therein and (ii) the Market Maker from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), that arise out of, or are based upon, any breach by the Company of its representations, warranties and agreements contained in Section 5. In connection with any Underwritten Offering permitted by Section 3, the Company and the Guarantor, jointly and severally, will also indemnify the Underwriters, if any, their respective affiliates and each Person who controls such Persons (within the meaning of the Securities Act and the Exchange Act) to the same extent as provided above with respect to the indemnification of the Holders, if requested in connection with any Registration Statement, any Prospectus, any Free Writing Prospectus or any Issuer Information.

(b) Each Holder agrees, severally and not jointly, to indemnify and hold harmless the Company, the Guarantor, the Initial Purchasers and the other selling Holders, the directors of the Company and the Guarantor, each officer of the Company and the Guarantor who signed the Registration Statement and each Person, if any, who controls the Company, the Guarantor, any Initial Purchaser and any other selling Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Holder furnished to the Company in writing by or on behalf of such Holder expressly for use in any Registration Statement, any Prospectus or any Free Writing Prospectus.

(c) The Market Maker agrees to indemnify and hold harmless the Company and the Guarantor, the directors of the Company and the Guarantor and each officer of the Company and the Guarantor who signed the Market Making Registration Statement and each Person, if any, who controls the Company or the Guarantor within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any Market Maker's Information furnished to the Company in writing by the Market Maker expressly for use in any Market Making Registration Statement, any Prospectus and any Free Writing Prospectus.

(d) If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Person in respect of which indemnification may be sought pursuant to either paragraph (a), (b) or (c) above, such Person (the "Indemnified Person") shall promptly notify the Person against whom such indemnification may be sought (the "Indemnifying Person") in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under paragraph (a), (b) or (c) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person

shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under paragraph (a), (b) or (c). If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section 5 that the Indemnifying Person may designate in such proceeding and shall pay the fees and expenses of such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such fees and expenses shall be reimbursed as they are incurred. Any such separate firm (x) for the Market Maker or any Initial Purchaser or their respective affiliates, directors and officers and any control Persons of such Initial Purchaser or the Market Maker shall be designated in writing by the Market Maker, (y) for any Holder, its directors and officers and any control Persons of such Holder shall be designated in writing by the Majority Holders and (z) in all other cases shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (A) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (B) does not include any statement as to or any admission of fault, culpability or failure to act by or on behalf of any Indemnified Person.

(e) If the indemnification provided for in paragraphs (a), (b) and (c) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative

benefits received by the Company and the Guarantor from the offering of the Securities and the Exchange Securities, on the one hand, and by the Holders from receiving Securities or Exchange Securities registered under the Securities Act or the Market Maker, on the other hand, or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company and the Guarantor on the one hand and the Holders or the Market Maker on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of the Company and the Guarantor on the one hand and the Holders or the Market Maker on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and the Guarantor or by the Holders or the Market Maker Information, as applicable, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(f) The Company, the Guarantor, the Holders and the Market Maker agree that it would not be just and equitable if contribution pursuant to this Section 6 were determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (e) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (e) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of this Section 6, in no event shall a Holder or the Market Maker be required to contribute any amount in excess of the amount by which the total price at which the Securities or Exchange Securities sold by such Holder or the Securities sold by the Market Maker exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this Section 6 are several and not joint.

(g) The remedies provided for in this Section 6 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

(h) The indemnity and contribution provisions contained in this Section 6 shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of the Initial Purchasers, the Market Maker or any Holder or any Person controlling any Initial Purchaser, the Market Maker or any Holder, or by or on behalf of the Company or the Guarantor or the officers or directors of or any Person controlling the Company or the Guarantor, (iii) acceptance of any of the Exchange Securities and (iv) any sale of Registrable Securities pursuant to a Shelf Registration Statement or the Market Making Registration Statement.

7. General.

(a) *No Inconsistent Agreements.* The Company and the Guarantor represent, warrant and agree that (i) the rights granted to the Holders or the Market Maker hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of any other outstanding securities issued or guaranteed by the Company or any Guarantor under any other agreement and (ii) neither the Company nor any Guarantor has entered into, or on or after the date of this Agreement will enter into, any agreement that is inconsistent with the rights granted to the Holders of Registrable Securities or the Market Maker in this Agreement or otherwise conflicts with the provisions hereof.

(b) *Amendments and Waivers.* The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given unless the Company and the Guarantor have obtained the written consent of Holders of at least a majority in aggregate principal amount of the outstanding Registrable Securities affected by such amendment, modification, supplement, waiver or consent and with respect to the provisions of Section 5, the written consent of the Market Maker; provided that no amendment, modification, supplement, waiver or consent to any departure from the provisions of Section 7 hereof shall be effective as against any Holder of Registrable Securities or the Market Maker unless consented to in writing by such Holder or the Market Maker, as applicable. Any amendments, modifications, supplements, waivers or consents pursuant to this Section 7(b) shall be by a writing executed by each of the parties hereto.

(c) *Notices.* Except as otherwise specified herein, all notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, telex, telecopier or any courier guaranteeing overnight delivery (i) if to a Holder, at the most current address given by such Holder to the Company by means of a notice given in accordance with the provisions of this Section 7(c), which address initially is, with respect to the Initial Purchasers, the address set forth in the Purchase Agreement; (ii) if to the Company and the Guarantor, initially at the Company's address set forth in the Purchase Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 7(c); (iii) if to the Market Maker, initially at its address set forth in the Purchase Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 7(c) and (iv) if to such other persons, at their respective addresses as provided in the Purchase Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 7(c). All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; when receipt is acknowledged, if telecopied; and on the next Business Day if timely delivered to an air courier guaranteeing overnight delivery. Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee, at the address specified in the Indenture.

(d) *Successors and Assigns.* This Agreement shall inure to the benefit of and be binding upon the successors, assigns and transferees of each of the parties, including, without limitation and without the need for an express assignment, subsequent Holders; provided that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Securities in violation of the terms of the Purchase Agreement or the Indenture. If any transferee of any Holder shall acquire Registrable Securities in any manner, whether by operation of law or otherwise, such Registrable Securities shall be held subject to all the terms of this Agreement, and by taking and holding such Registrable Securities such Person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement and such Person shall be entitled to receive the benefits hereof. The Initial Purchasers (in their capacity as Initial Purchasers) shall have no liability or obligation to the Company or the Guarantor with respect to any failure by a Holder to comply with, or any breach by any Holder of, any of the obligations of such Holder under this Agreement.

(e) *Third-Party Beneficiaries.* Each Holder shall be a third-party beneficiary to the agreements made hereunder between the Company and the Guarantor, on the one hand, and the Initial Purchasers and the Market Maker, on the other hand, and shall have the right to enforce such agreements directly to the extent it deems such enforcement necessary or advisable to protect its rights or the rights of other Holders hereunder.

(f) *Counterparts.* This Agreement may be signed on counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

(g) *Headings.* The headings in this Agreement are for convenience of reference only, are not a part of this Agreement and shall not limit or otherwise affect the meaning hereof.

(h) *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(i) *Entire Agreement; Severability.* This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Company, the Guarantor and the Initial Purchasers shall endeavor in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of such invalid, void or unenforceable provisions.

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed all as of the date and year first written above.

H. J. HEINZ COMPANY

By: /s/ James Liu
Name: James Liu
Title: Global Treasurer

H.J. HEINZ HOLDING CORPORATION

By: /s/ Paulo Basilio
Name: Paulo Basilio
Title: Vice President, Chief Financial Officer and Secretary

Confirmed and accepted as of the date first above written:

For itself and on behalf of the several Initial
Purchasers listed in Schedule 1 hereto.

BARCLAYS CAPITAL INC.

By: /s/ Pamela Kendall
Name: Pamela Kendall
Title: Director

[*Signature Page to Registration Rights Agreement*]

Confirmed and accepted as of the date first above written:

For itself and on behalf of the several Initial
Purchasers listed in Schedule 1 hereto.

J.P. MORGAN SECURITIES LLC

By: /s/ Som Bhattacharyya
Name: Som Bhattacharyya
Title: Vice President

Confirmed and accepted as of the date first above written:

For itself and on behalf of the several Initial
Purchasers listed in Schedule 1 hereto.

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Brian D. Bednarski
Name: Brian D. Bednarski
Title: Managing Director

Confirmed and accepted as of the date first above written:

For itself and on behalf of the several Initial
Purchasers listed in Schedule 1 hereto.

WELLS FARGO SECURITIES, LLC.

By: /s/ William Ingram
Name: William Ingram
Title: Head of High Grade Debt Capital Markets

Initial Purchasers

Barclays Capital Inc.
J.P. Morgan Securities LLC
Citigroup Global Markets Inc.
Wells Fargo Securities, LLC
Goldman, Sachs & Co.
Morgan Stanley & Co. LLC
BNP Paribas Securities Corp.
Credit Agricole Securities (USA) Inc.
Credit Suisse Securities (USA) LLC
Deutsche Bank Securities Inc.
HSBC Securities (USA) Inc.
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Mizuho Securities USA Inc.
Mitsubishi UFJ Securities (USA), Inc.
RBC Capital Markets, LLC
Santander Investment Securities Inc.
SMBC Nikko Securities America, Inc.
Banco Bradesco BBI S.A.
PNC Capital Markets LLC
Rabo Securities USA, Inc.
Standard Chartered Bank

Exhibit 4.9

KRAFT CANADA INC.,
as Issuer of the Securities

and

THE GUARANTORS NAMED HEREIN,
as Guarantors

and

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Trustee

INDENTURE

Dated as of July 6, 2015

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INDENTURE dated as of July 6, 2015 among Kraft Canada Inc., a corporation existing under the federal laws of Canada (hereinafter called the "Issuer"), The Kraft Heinz Company, a corporation existing under the laws of the State of Delaware ("Parent"), as guarantor, Kraft Heinz Foods Company, a corporation existing under the laws of the Commonwealth of Pennsylvania (the "Company"), as guarantor, and Computershare Trust Company of Canada, a trust company existing and licensed under the federal laws of Canada, as trustee (hereinafter called the "Trustee").

WHEREAS the Issuer wishes to issue from time to time Securities in the manner provided for in this Indenture;

NOW, THEREFORE, THIS INDENTURE WITNESSES that, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Issuer and the Trustee, the Issuer and the Trustee agree, for the equal and proportionate benefit of all Holders of the securities issued under this Indenture (the "Securities"), as follows:

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101. Definitions.

For all purposes of this Indenture and all Securities issued hereunder, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this Article One have the meanings assigned to them in this Article One, and include the plural as well as the singular;

(b) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles in the United States, and the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles as are generally accepted in the United States at the date or time of such computation;

(c) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision; and

(d) the words "include", "includes" and "including" as used herein shall be deemed in each case to be followed by the phrase "without limitation."

Certain terms are defined in those Articles in which they are used principally.

"Act," when used with respect to any Holder, has the meaning specified in Section 105.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

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

"Beneficial Owner" means (a) with respect to Book-Entry Securities, the Person who is the beneficial owner of such Book-Entry Securities as reflected on the books of a Clearing Agency or a Clearing Agency Participant maintaining an account with a Clearing Agency (directly or as an indirect participant, in accordance with the rules of a Clearing Agency); or (b) with respect to Securities other than Book-Entry Securities, a Person who is (i) a beneficial owner of such Securities and as reflected on the Security Register or (ii) a Person who is the beneficial owner of such Securities and as reflected on the books of a registered Holder who holds such Securities on behalf of the beneficial owner, as the case may be.

"Board of Directors" means, with respect to any Person, the board of directors of such Person or any duly authorized committee of that board or any director or directors and/or officer or officers of such Person to whom that board or committee shall have duly delegated its authority. Unless otherwise specified or the context otherwise requires, "Board of Directors" means the Board of Directors of the Issuer.

"Board Resolution" means, with respect to any Person, (1) a copy of a resolution duly adopted by the Board of Directors of such Person and in full force and effect on the date of such certification, or (2) a certificate signed by the director or directors or officer or officers of such Person to whom the Board of Directors shall have duly delegated its authority, and delivered to the Trustee Unless otherwise specified or the context otherwise requires, "Board Resolution" means a Board Resolution of the Issuer.

"Book-Based System" means, in relation to the Global Securities of a Series, the debt clearing, record entry, transfer and pledge systems and services established and operated by or on behalf of the related Depositary for such Series (including where applicable pursuant to one or more agreements between such Depositary and its participants establishing the rules and procedures for such systems and services).

"Book-Entry Securities" means any Global Securities issued or registered in the name of a Clearing Agency maintaining book-entry records with respect to the ownership and transfer of such Securities, or its nominee, or a custodian of such Clearing Agency, or its nominee, and for which registration, transfer and exchange of such Securities or any interest therein may not be effected by the Trustee or any other Person maintaining the Security Register, except in accordance with the terms of this Indenture and the rules of the Clearing Agency.

"Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday which (a) is not a day on which banking institutions and trust companies in the City of Toronto, Ontario are authorized or required by law, regulation or executive order to be closed, and (b) in connection with a particular Series, is a day in any Place of Payment relative to such Series on which the related Depositary, if any, for such Series processes transactions under its Book-Based System.

"Canadian dollars", "Cdn$" and "$" each mean lawful currency of Canada.

"Capital Stock" of any Person means shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) the equity of such Person, including any preferred stock, but excluding any debt securities convertible into such equity.

"CDS" means CDS Clearing and Depository Services Inc., together with its successors from time to time.

"Clearing Agency" means, in relation to a Series issuable in whole or in part in the form of one or more Global Securities, CDS or any other organization recognized as a "clearing agency" pursuant to applicable securities law that is specified for such purpose in the related Series Supplement.

"Clearing Agency Participant" means a broker, dealer, bank, other financial institution or other Person for whom from time to time a Clearing Agency effects book-entry transfers and pledges of Book-Entry Securities held by the Clearing Agency.

"Code" means U.S. Internal Revenue Code of 1986, as amended, and the regulations thereunder

"Company" means the Person named as the "Company" in the first paragraph of this instrument until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Company" shall mean such successor Person.

"Consolidated Capitalization" means the total assets appearing on the most recent available consolidated balance sheet of Parent, less the following:

(i) current liabilities reflected on such consolidated balance sheet, including liabilities for indebtedness maturing more than 12 months from the date of the original creation thereof, but maturing within 12 months from the date of such consolidated balance sheet; and

(ii) deferred income tax liabilities reflected in such consolidated balance sheet.

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

"Corporate Trust Office" means the principal office of the Trustee at which at any time its corporate trust business shall be administered, which office at the date of execution of this Indenture is located at 100 University Avenue, 11th Floor, Toronto, Ontario M5J 2Y1, Canada, or such other address as the Trustee may designate from time to time by notice to the Holders and the Issuer, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Issuer).

"corporation" includes corporations, limited liability companies, companies and business trusts.

"Default" means, with respect to a Series, any event that is, or after notice or passage of time or both would be, an Event of Default with respect to such Series.

"Depositary" means, with respect to a Series issuable in whole or in part in the form of one or more Global Securities, the Clearing Agency or Clearing Agencies designated in or pursuant to the related Series Supplement as the Depositary or Depositaries for such Series, together with their respective successors in such capacity; provided, however, that, if no Clearing Agency is so designated in the related Series Supplement, "Depositary" means, with respect to such Series, CDS.

"Discount Securities" means Securities, other than Linked Securities, issued pursuant to this Indenture which are offered for a price less than the amount thereof to be due and payable at Maturity other than solely due to such amount being determined by application of a multiplier or leverage factor.

"Event of Default" has the meaning specified in Section 401.

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended.

"Global Security" means a Security of a Series in global form.

"Government Obligations" means securities which are (i) direct obligations of the government which issued the currency in which the Securities of a particular Series are payable or (ii) obligations of a Person controlled or supervised by or acting as an agency

or instrumentality of the government which issued the currency in which the Securities of such Series are payable, the payment of which is unconditionally guaranteed by such government, which, in either case, are not callable or redeemable at the option of the issuer thereof.

"Guarantee" means the guarantee by any Guarantor of the Issuer's obligations under this Indenture and the Securities.

"Guarantor" means either Parent or the Company, in each case until a successor replaces it in accordance with the applicable provisions of Section 702 and, thereafter, means its successor.

"Holder" means a Person in whose name a Security is registered in the Security Register (and including, for greater certainty, in the case of any Global Security, the applicable Depositary or its nominee which has possession of such Global Security or in whose name such Global Security is registered, as the case may be).

"Holder Direction" means, in respect of an Act of Holders of a Series, an approval of or direction to make, give or take such Act given (i) by Holders of more than 50% of the principal amount of such Series then Outstanding voted (either in person or by proxies duly appointed in writing) at a meeting of such Holders duly called and held in accordance with the provisions of Article Eleven or (ii) pursuant to an instrument in writing signed in one or more counterparts by Holders (in person or by their agent duly appointed in writing) of more than 50% of the principal amount of such Series then Outstanding.

"Indenture" means (i) this instrument as originally executed (including all exhibits and schedules hereto) and as it may from time to time be supplemented, amended or otherwise modified (other than by a Series Supplement), or (ii) with respect to a particular Series, this Indenture as defined in clause (i) above as supplemented by the related Series Supplement.

"Interest Payment Date", when used with respect to any Security, means the Stated Maturity of an installment of interest on such Security.

"Issuer" means the Person named as the "Issuer" in the first paragraph of this Indenture, until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Issuer" shall mean such successor Person. To the extent necessary to comply with the requirements of the provisions of the Trust Indenture Legislation as they are applicable to the Issuer, the term "Issuer" shall include any other obligor with respect to the Securities for the purposes of complying with such provisions.

"Issuer Request" or "Issuer Order" means a written request or order signed in the name of the Issuer by any of the following officers: its President, its Chief Executive Officer, its Chief Financial Officer, any Vice-President, its Treasurer, its Secretary, its Assistant Secretary or its General Counsel, and delivered to the Trustee.

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

"Linked Securities" means Securities the Maturity Consideration of which or any other payment thereon will be determined by reference to: (a) one or more equity or debt securities, including, but not limited to, the price or yield of such securities; (b) any statistical measure of economic or financial performance, including, but not limited to, any currency, consumer price or mortgage index; or (c) the price or value of any commodity or any other item or index or any combination thereof.

"Maturity", when used with respect to any Security, means the date on which the principal of (and premium, if any) and interest on such Security becomes due and payable as therein or herein provided, whether at the Stated Maturity thereof or by declaration of acceleration, call for redemption, request for redemption, repayment at the option of the holder or otherwise.

"Maturity Consideration" means, with respect to Securities of a Series (whether or not issued by, or the obligation of, the Issuer), the amount of money (including payment of principal and premium, if any, and any accrued but unpaid interest thereon), or a combination of money, securities and/or other property, in either case payable or deliverable upon payment of the discharge of the Securities of such Series upon Maturity.

"Officer's Certificate" means a certificate signed by any one of the following officers of the Issuer (or, if to be delivered by another Person, such Person): its President, its Chief Executive Officer, its Chief Financial Officer, any Vice President, its Treasurer, its Secretary, its Assistant Secretary or its General Counsel.

"Opinion of Counsel" means a written opinion of counsel, who may be an employee of or counsel for the Issuer, a Guarantor or any of their Affiliates, as applicable.

"Outstanding", when used with respect to the Securities or a Series of Securities means, as of the date of determination, all Securities (or all Securities of such Series, as applicable) theretofore authenticated and delivered under this Indenture, except:

(a) Securities theretofore cancelled by the Trustee or delivered to the Trustee, the related Security Registrar or the related Paying Agent for cancellation;

(b) Securities, or portions thereof, for whose payment, redemption or purchase money in the necessary amount and in the required currency or currency unit has been theretofore deposited with the Trustee or any related Paying Agent (other than the Issuer or any other obligor upon the Securities) in trust or set aside

and segregated in trust by the Issuer or any other obligor upon the Securities (if the Issuer or any other obligor upon the Securities shall act as its own Paying Agent) for the Holders of such Securities; provided, however, that, if such or portions thereof are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture, or provision therefor satisfactory to such Trustee has been made; and

(c) Securities which have been paid pursuant to Section 208 or in exchange for or in lieu of which other Securities have been authenticated and delivered pursuant to this Indenture, other than any such Securities in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Securities are held by a bona fide purchaser in whose hands the Securities are valid obligations of the Issuer.

provided, however, that in determining whether the Holders of the requisite principal amount of Outstanding Securities (or Series of Outstanding Securities) have given any request, demand, authorization, direction, notice, consent or waiver hereunder or are present at a meeting of Holders of Securities for quorum purposes, (1) Securities owned by the Issuer, or any other obligor upon the Securities or any Affiliate of the Issuer or such other obligor, shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Securities which a Responsible Officer of the Trustee knows to be so owned shall be so disregarded. Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Securities and that the pledgee is not the Issuer or any other obligor upon the Securities or any Affiliate of the Issuer or such other obligor, (2) the principal amount of a Discount Security that may be counted in making such determination and that shall be deemed to be Outstanding for such purposes shall be equal to the face amount due and payable at Maturity, and (3) the principal amount of a Security denominated in currency or currency unit other than Canadian dollars that may be counted in making such determination and that shall be deemed to be Outstanding for such purposes shall be determined in accordance with Section 116.

"Paying Agent" means, in respect of a Series, any Person authorized by the Issuer in or pursuant to this Indenture or the related Series Supplement to pay the principal of (or premium, if any) or interest on any Securities of such Series on behalf of the Issuer.

"Parent" means the Person named as "Parent" in the first paragraph of this instrument until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Holdings" shall mean such successor Person

"Person" means any individual, firm, corporation, partnership, association, joint venture, tribunal, trust, government or political subdivision or agency or instrumentality thereof, or any other entity or organization.

"Place of Payment" means, in relation to a Series, the place or places where the principal of (and premium or other amounts, if any) and interest on Securities of such Series are payable as specified in the related Series Supplement or, if no Place of Payment is specified in such Series Supplement, the Corporate Trust Office of the Trustee located in the City of Toronto, Ontario.

"Predecessor Security" of any particular Security means every previous Security evidencing all or a portion of the same debt as that evidenced by such particular Security; and, for the purposes of this definition, any Security authenticated and delivered under Section 208 in exchange for a mutilated Security or in lieu of a lost, destroyed or stolen Security shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Security.

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

"Purchase Date" means, with respect to any Securities of a Series to be repurchased, the date fixed for such repurchase by or pursuant to this Indenture.

"Purchase Price" means the amount payable for the repurchase of any Securities of a Series on a Purchase Date, exclusive of accrued and unpaid interest thereon to the Purchase Date, unless otherwise specifically provided.

"Redemption Date", when used with respect to any Security to be redeemed in whole or in part, means the date fixed for such redemption by or pursuant to this Indenture.

"Redemption Price", when used with respect to any Security to be redeemed, means, unless otherwise specified in such Security or the Series Supplement in respect of such Security, the price at which it is to be redeemed pursuant to this Indenture.

"Regular Record Date" means, for the interest payable on any Interest Payment Date, the date specified with respect to such Series (whether or not a Business Day) in the related Series Supplement.

"Responsible Officer" means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

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

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

"Security" and "Securities" have the meaning set forth in the paragraph immediately preceding Section 101 of this Indenture and more particularly means any Securities authenticated and delivered under this Indenture.

"SEC" means the United States Securities and Exchange Commission, as from time to time constituted, created under the Exchange Act.

"Series" or "Series of Securities" means all Securities of a series, whether or not any such Securities have been or are to be issued on the same date.

"Series Supplement" means, with respect to a Series, a supplement to this Indenture establishing the terms and conditions applicable to such Series, as such supplement may be amended, modified, supplemented, consolidated or restated from time to time.

"Special Record Date" means a date fixed by the Trustee for the payment of any Defaulted Interest pursuant to Section 209.

"Stated Maturity" means, when used with respect to any Security or any installment of principal or interest thereon, the date specified in such Security as the fixed date on which the principal of such Security or such installment of principal or interest is due and payable.

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

"Trust Indenture Legislation" means, with respect to a Series, at any time, any applicable statute of Canada or any province thereof, in each case, relating to trust indentures for debt obligations and the rights, duties and obligations of trustees and of corporations issuing or guaranteeing debt obligations under trust indentures, in each case only to the extent that such provisions are at such time in force and applicable to this Indenture, the Issuer, any Guarantor or the Trustee.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this Indenture, until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean such successor Trustee.

"United States" means, unless otherwise specified with respect to Securities of any Series, the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction (including the Commonwealth of Puerto Rico).

"U.S.$" and "U.S. dollars" each mean lawful currency of the United States of America.

SECTION 102. Other Definitions.

DEFINED TERM	DEFINED IN SECTION
Additional Amounts	907
Bankruptcy Law	401(d)
Company	Recitals
Defaulted Interest	209
defeasance	302
First Currency	115
Other Currency	115
Parent	Recitals
Privacy Laws	123
Security Register	206
Security Registrar	206
Successor Purchaser	701
Taxes	907
Tax Jurisdiction	907
value	906

SECTION 103. Compliance Certificates and Opinions.

Upon any application or request by the Issuer to the Trustee to take any action under any provision of this Indenture, the Trustee may require the Issuer to furnish to the Trustee an Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture (including any covenant, the compliance with which constitutes a condition precedent) relating to the proposed action have been complied with or an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, or both, except that, in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished. Where this Indenture requires that the Issuer's compliance with its conditions are subject to review by an auditor or accountant, an opinion or report shall be delivered by the auditor of the Issuer, or any accountant licensed as an accountant under the legislation of the jurisdiction in which the accountant practices, evidencing that such conditions have been complied with in accordance with the terms of this Indenture, which opinion or report shall be based on the examinations or enquiries required to be made by such Person under this Indenture.

Every certificate (other than certificates provided pursuant to Section 904), opinion or report with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(a) a statement that the individual signing such certificate or opinion has read such covenant or condition and the definitions and other terms herein relating thereto;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate, opinion or report, as applicable, are based;

(c) a statement that, in the opinion of the individual, such individual has made such examination or investigation as such individual believes is necessary to enable such individual to make the statements or give the opinions contained or expressed therein; and

(d) a statement as to whether, in the opinion of the individual, such covenant or condition has been complied with or satisfied.

SECTION 104. Form of Documents Delivered to the Trustee.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered

by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Issuer stating that the information with respect to such factual matters is in the possession of the Issuer, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

SECTION 105. Acts of Holders.

Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be made, given or taken by Holders of one or more Series of Securities may be made, given or taken by way of a Holder Direction from Holders of such one or more Series; and, except as herein otherwise expressly provided, such action shall become effective when the instrument or record in respect of the Holder Direction is delivered to the Trustee and, where it is hereby expressly required, to the Issuer. Such instrument and any such record (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the “Act” of the Holders signing such instrument or instruments and so voting at any such meeting or by proxy. Proof of execution of any such instrument or of a writing appointing any such agent, or of the holding by any Person of a Security, shall be sufficient for any purpose of this Indenture and (subject to Section 501 and the Trust Indenture Legislation) conclusive in favor of the Trustee and the Issuer, if made in the manner provided in this Section 105. The record of any meeting of Holders of Securities shall be proved in the manner provided in Section 1106.

Without limiting the generality of this Section 105, unless otherwise established in or pursuant to a Series Supplement pursuant to Section 202, a Holder, including a Clearing Agency that is a Holder of a Global Security, may make, give or take, by a proxy or proxies, duly appointed in writing, any request, demand, authorization, direction, notice, consent, waiver or other action provided in this Indenture to be made, given or taken by Holders, and a Clearing Agency that is a Holder of a Global Security may provide its proxy or proxies to the Beneficial Owners of interests in any such Global Security through such Clearing Agency’s standing instructions and customary practices.

The fact and date of the execution by any Person of any such instrument or writing may be proved in any reasonable manner which the Trustee deems sufficient and in accordance with such reasonable rules as the Trustee may determine; and the Trustee may in any instance require further proof with respect to any of the matters referred to in this Section 105.

The ownership of Securities and the principal amount and serial numbers of Securities held by any Person, and the date of holding the same, shall be proved by the Security Register.

If the Issuer shall solicit from the Holders any request, demand, authorization, direction, notice, consent, waiver or other Act, the Issuer may, at its option, fix in advance a record date for the determination of the Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Issuer shall have no obligation to do so. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the close of business on such record date shall be deemed to be Holders for the purposes of determining whether Holders of the requisite proportion of Securities (or Series of Securities) then Outstanding have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for this purpose the Securities (or Securities of a Series of Securities) then Outstanding shall be computed as of such record date; provided that no such request, demand, authorization, direction, notice, consent, waiver or other Act by the Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than eleven months after the record date.

Any request, demand, authorization, direction, notice, consent, waiver or other Act by the Holder of any Security shall bind every future Holder of the same Security or the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done, suffered or omitted to be done by the Trustee, any Paying Agent, any Security Registrar or the Issuer in reliance thereon, whether or not notation of such action is made upon such Security.

SECTION 106. Notices, etc., to Trustee and Issuer.

Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with,

(a) the Trustee by any Holder or the Issuer shall be sufficient for every purpose hereunder if made, given, furnished or delivered, in writing, to or with the Trustee at its Corporate Trust Office, Attention: Manager, Corporate Trust, Fax: (416) 981-9777; and

(b) the Issuer by the Trustee or any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if made, given,

furnished or delivered in writing to the Issuer to 95 Moatfield Dr, North York, ON M3B 3L6, Attention: Secretary , fax: (416) 441-5328, with a copy to Kraft Heinz Foods Company, One PPG Place, Pittsburgh, Pennsylvania 15222, Attention: General Counsel, fax: (412) 456-6115), or, in either case, at any other address previously furnished in writing to the Trustee by the Issuer.

Any such request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document shall be deemed to have been received on the day made, given, furnished or delivered except when sent by facsimile transmission, in which case it will be deemed to have been received on the day of transmittal, if such facsimile was transmitted on a Business Day during normal business hours of the recipient, or on the next succeeding Business Day, if not transmitted on a Business Day or during such business hours. Each of the Trustee and the Issuer may from time to time notify the other party of a change in address or facsimile number by notice as provided in this Section 106.

SECTION 107. Notice to Holders; Waiver.

Except as otherwise expressly provided herein or in a Series Supplement, where this Indenture provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) to each Holder affected by such event if in writing and mailed, first-class postage prepaid, at such Holder's address as it appears in the Security Register, or delivered electronically to such Holder, in each case not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Holders is given by mail or delivered electronically, neither the failure to mail or deliver such notice, nor any defect in any notice so mailed or delivered, to any particular Holder shall impair or affect the validity or sufficiency of such notice with respect to other Holders. Any notice mailed or delivered electronically to a Holder in the aforesaid manner shall be conclusively deemed to have been received by such Holder when mailed or delivered, as applicable, whether or not actually received by such Holder. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case by reason of the suspension of regular mail service or by reason of any other cause, it shall be impracticable to mail notice of any event as required by any provision of this Indenture, then any method of giving such notice as shall be satisfactory to the Trustee shall be deemed to be a sufficient giving of such notice.

SECTION 108. Conflict with Trust Indenture Legislation.

If and to the extent that any provision of this Indenture (including any Series Supplement or other supplemental indenture) limits, qualifies or conflicts with a mandatory requirement of the Trust Indenture Legislation, such mandatory requirement

shall prevail. At all times in relation to this Indenture, any supplemental indenture and any action to be taken hereunder or thereunder, the Issuer, any Guarantor and the Trustee each shall observe and comply with the Trust Indenture Legislation and the Issuer, any Guarantor, the Trustee and each Holder shall be entitled to the benefits of the Trust Indenture Legislation.

SECTION 109. Effect of Headings and Table of Contents.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 110. Successors and Assigns.

All covenants and agreements in this Indenture by the Issuer shall bind its successors and permitted assigns (if any), whether so expressed or not. All covenants and agreements of the Trustee in this Indenture shall bind its successors and permitted assigns (if any), whether so expressed or not.

SECTION 111. Separability Clause.

In case any provision in this Indenture or in the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 112. Benefits of Indenture.

Nothing in this Indenture or in the Securities, express or implied, shall give to any Person (other than the parties hereto, any Paying Agent and any Security Registrar, and their respective successors hereunder, and the Holders) any benefit or any legal or equitable right, remedy or claim under this Indenture or in respect of the Securities.

SECTION 113. Governing Law and Attornment.

This Indenture and the Securities shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein except with respect to any obligations of a Guarantor under its Guarantee, which shall be governed by and construed in accordance with the laws of the State of New York. With respect to any suit, action or proceedings relating to this Indenture or any Securities, each of the parties hereto and, by their acceptance of Securities and the benefits of this Indenture and the related Series Supplement, the Holders from time to time irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario except with respect to any such suit, action or proceedings relating to any obligations of a Guarantor with respect to its Guarantee, with respect to which the Holders from time to time irrevocably submit and attorn to the non-exclusive jurisdiction of any state or Federal court in the Borough of Manhattan, New York, New York, and any appellate court from any thereof, and each of them irrevocably submits to the non-exclusive jurisdiction of such courts in any suit, action or proceeding.

SECTION 114. Legal Holidays.

In any case where any Interest Payment Date, Redemption Date, date established for payment of Defaulted Interest pursuant to Section 209 or Stated Maturity with respect to any Security shall not be a Business Day, then (notwithstanding any other provision of this Indenture or of the Securities other than a provision in the Securities of any Series which specifically states that such provision shall apply in lieu of this Section 114) payment of interest or principal (and premium or other amounts, if any) need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the Interest Payment Date, Redemption Date, date established for payment of Defaulted Interest pursuant to Section 209 or Stated Maturity and no interest shall accrue with respect to such payment for the period from and after such Interest Payment Date, Redemption Date, date established for payment of Defaulted Interest pursuant to Section 209 or Stated Maturity to the next succeeding Business Day.

SECTION 115. Immunity of Directors, Officers, Employees and Shareholders.

No recourse shall be had for the payment of principal of, or premium, if any, or interest, if any, on any Security of any Series, or for any claim based thereon, or upon any obligation, covenant or agreement of this Indenture, against any director, officer, employee, incorporator or shareholder, as such, past, present or future, of Parent or any of its Subsidiaries or Affiliates or of any successor corporation, either directly or indirectly through Parent or any successor corporation, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment of penalty or otherwise; it being expressly agreed and understood that this Indenture and all the Securities of each Series are solely corporate obligations, and that no personal liability whatever shall attach to, or is incurred by, any director, officer, employee, incorporator or shareholder, as such, past, present or future, of Parent or any of its Subsidiaries or Affiliates or of any successor corporation, either directly or indirectly through Parent or any of its Subsidiaries or Affiliates or any successor corporation, because of the incurring of the indebtedness hereby authorized or under or by reason of any of the obligations, covenants or agreements contained in this Indenture or in any of the Securities, or to be implied herefrom or therefrom; and that all such personal liability is hereby expressly released and waived by each Holder as a condition of, and as part of the consideration for, the execution of this Indenture and the issuance of the Securities of each Series.

SECTION 116. Certain Matters Relating to Currencies.

Each reference to any currency or currency unit in any Security, or in the Series Supplement or other supplemental indenture relating thereto, shall mean only the referenced currency or currency unit and no other currency or currency unit. The Trustee shall segregate moneys, funds and accounts held by the Trustee in one currency or currency unit from any moneys, funds or accounts held in any other currencies or currency units, notwithstanding any provision herein which would otherwise permit the Trustee to commingle such amounts.

For purposes of the construction of the terms of this Indenture or of the Securities, in the event that any amount is stated herein in the currency of one nation (the "First Currency"), as of any date such amount shall also be deemed to represent the amount in the currency of any other relevant nation (the "Other Currency") which is required to purchase such amount in the First Currency at the rate of exchange quoted by the Royal Bank of Canada at its central foreign exchange desk in its head office in Toronto at 12:00 noon (Toronto, Ontario time) on the date of determination. Whenever any action or Act is to be taken hereunder by the Holders of Securities denominated in a currency or currency unit other than Canadian dollars, then for purposes of determining the principal amount of Securities held by such Holders, the aggregate principal amount of the Securities denominated in such foreign currency or currency unit shall be deemed to be that amount of Canadian dollars that could be obtained for such principal amount on the basis of such rate of exchange.

SECTION 117. Trustee Not Bound to Act,

The Trustee shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Trustee, in its sole judgment, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Trustee, in its sole judgment, determine at any time that its acting under this Indenture has resulted in its being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on ten days' written notice to the Issuer; provided that (a) the Trustee's written notice shall describe the circumstances of such non-compliance, and (b) if such circumstances are rectified to the Trustee's satisfaction within such ten-day period, then such resignation shall not be effective.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

SECTION 118. No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Issuer, any Guarantor or their respective Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

SECTION 119. Documents in English.

The Issuer, the Trustee and, by their acceptance of Securities and the benefits of this Indenture (including the related Series Supplement), the Holders acknowledge that this Indenture, each Security and each document related hereto and thereto (whether or not any of such documents is also drawn up in French) has been drawn up in English at the express will of such Persons. Les parties à ces présentes conviennent que ces présentes ainsi que tout document qui s'y rattache (incluant tout document rédigé en francais et en anglais) soient rédigés en langue anglais à la volunté express des parties.

SECTION 120. No Conflict With Series Supplements.

The terms and provisions of a Series Supplement for any particular Series may eliminate, modify, amend or add to any of the terms and provisions of this Indenture, but solely as applied to such Series. The insertion of the phrase "in any Series Supplement", "unless otherwise provided in the related Series Supplement" or similar phrases in this Indenture, or the absence of any such phrase, shall not limit the scope of or otherwise affect the proceeding sentence or Section 202. For greater certainty, if a term or provision contained in this Indenture shall conflict or be inconsistent with a term or provision of any such Series Supplement, such Series Supplement shall govern with respect to the Series to which it relates; provided, however, that the terms and provisions of such Series Supplement may eliminate, modify, amend or add to the terms and provisions of this Indenture solely as applied to such Series.

SECTION 121. Language of Notices, etc.

Any request, demand, authorization, direction, notice, consent, election or waiver required or permitted under this Indenture shall be in the English language (or in the French language in the Province of Québec, but only to the extent required by law), except that, if the Issuer so elects, any published notice may be in an official language of the country of publication to the extent permitted by law.

SECTION 122. Currency Of Payment.

Unless expressly provided to the contrary in this Indenture or otherwise expressly provided in the Series Supplement in respect of a Series, all payments to be made hereunder and in respect of any Series shall be made in Canadian dollars.

SECTION 123. Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Security Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

SECTION 124. SEC Reporting.

The Issuer confirms that as at the date of execution of this Indenture it does not have a class of securities registered pursuant to Section 12 of the Exchange Act or has a reporting obligation pursuant to Section 15(d) of the Exchange Act. The Issuer covenants that in the event that (i) any class of its securities shall become registered pursuant to Section 12 of the Exchange Act or the Issuer shall incur a reporting obligation pursuant to Section 15(d) of the Exchange Act, or (ii) any such registration or reporting obligation shall be terminated by the Issuer in accordance with the Exchange Act, the Issuer shall promptly deliver to the Trustee an Officer's Certificate (in a form provided by the Trustee) notifying the Trustee of such registration or termination and such other

information as the Trustee may require at the time. The Issuer acknowledges that the Trustee is relying upon the foregoing representation and covenants in order to meet certain SEC obligations with respect to those clients who are filing with the SEC.

SECTION 125. Compliance with Privacy Laws.

The parties acknowledge that federal and/or provincial legislation that addresses the protection of individuals' personal information (collectively, "Privacy Laws") applies to obligations and activities under this Indenture. Despite any other provision of this Indenture, no party shall take or direct any action that would contravene, or cause the other to contravene, applicable Privacy Laws. The Issuer shall, prior to transferring or causing to be transferred personal information to the Trustee, obtain and retain required consents of the relevant individuals to the collection, use and disclosure of their personal information, or shall have determined that such consents either have previously been given upon which the parties can rely or are not required under the Privacy Laws. The Trustee shall use commercially reasonable efforts to ensure that its services hereunder comply with Privacy Laws. Specifically, the Trustee agrees: (a) to have a designated chief privacy officer, (b) to maintain policies and procedures to protect personal information and to receive and respond to any privacy complaint or inquiry, (c) to use personal information solely for the purposes of providing its services under or ancillary to this Indenture and not to use it for any other purpose except with the consent of or direction from the Issuer or the individual involved, (d) not to sell or otherwise improperly disclose personal information to any third party, and (e) to employ administrative, physical and technological safeguards to reasonably secure and protect personal information against loss, theft, or unauthorized access, use or modification.

SECTION 126. Counterparts.

This Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

ARTICLE TWO

THE SECURITIES

SECTION 201. Title and Terms.

An unlimited aggregate principal amount of Securities may be authenticated and delivered under this Indenture. The Securities may be issued in one or more Series. All Securities of a Series shall be identical except as may be set forth in the applicable Series Supplement detailing the adoption of the terms thereof. In the case of Securities of a Series to be issued from time to time, the Series Supplement may provide for the method

by which specified terms (such as interest rate, maturity date, record date or date from which interest shall accrue) are to be determined. Securities may differ between Series in respect of any matters.

Except as otherwise provided in the related Series Supplement, the Issuer hereby designates the Corporate Trust Office in the City of Toronto, Ontario as the Place of Payment for each Series (and, if the Issuer shall designate and maintain an additional office or agency at the Place of Payment in respect of such Series, also such additional Place of Payment) and initially appoints the Trustee as the Paying Agent therefor; provided, however, that, at the option of the Issuer, interest may be paid by cheque mailed to addresses of the Persons entitled thereto as such addresses shall appear on the Security Register; provided further that all payments of the principal of, and interest, premium and other amounts, if any, on, Securities, the Holders of which have given wire transfer instructions to the Issuer or the Paying Agent at least 10 Business Days prior to the applicable payment date and hold at least Cdn$1,000,000 (for Securities denominated in Canadian dollars) or U.S.$1,000,000 (for Securities denominated in U.S. dollars), or the equivalent amount in any other currency or currencies, in principal amount of Securities, will be required to be made by wire transfer of immediately available funds to the accounts specified by such Holders in such instructions. Any such wire transfer instructions received by the Issuer or the Paying Agent shall remain in effect until revoked by such Holder. Notwithstanding the foregoing, the final payment of principal shall be payable only upon surrender of the Security to the Paying Agent.

To the extent that any Series Supplement provides that the related Series are redeemable, the Securities shall be redeemable as provided in Article Ten.

SECTION 202. Establishment of Terms of Series of Securities.

At or prior to the issuance of any Securities within a Series, the following shall be established by a Series Supplement pursuant to authority granted under a Board Resolution of the Issuer:

(a) the title of the Securities of the Series (which shall distinguish the Securities of that particular Series from the Securities of any other Series);

(b) any limit upon the aggregate principal amount of the Securities of the Series which may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of the Series);

(c) the ranking of the Securities of the Series relative to other obligations of the Issuer and the terms of any subordination provisions;

(d) the date or dates (or manner of determining the same) on which the Maturity Consideration for the Securities of the Series are payable;

(e) whether the Securities of the Series will bear interest and/or whether Securities will be issued as Discount Securities or Linked Securities, the rate or rates (which may be fixed or variable) at which the Securities of the Series shall bear interest, if any, and, if applicable, the interest rate basis, formula or other method of determining such interest rate or rates, the date or dates from which such interest, if any, shall accrue, the Interest Payment Dates on which such interest, if any, shall be payable or the method by which such dates will be determined, the record dates for the determination of Holders thereof to whom such interest is payable (in the case of Securities in registered form), whether any interest will be paid on Defaulted Interest and the basis upon which such interest will be calculated if other than that of a 365-day or 366-day year, as applicable;

(f) if other than Canadian dollars, the currency or currencies, including composite currencies in which Securities of the Series shall be denominated;

(g) any Place of Payment in addition to or instead of the Corporate Trust Office of the Trustee and the method of such payment, if by electronic transfer, mail or other means, to the extent different or additional to the method provided herein, where Securities of such Series may be surrendered for registration, transfer or exchange and where demand to or upon the Issuer in respect of such Securities and this Indenture may be served;

(h) the period or periods within which (or manner of determining the same), the price or prices at which (or manner of determining the same), the currency or currency unit in which, and the other terms and conditions upon which Securities of that Series may be redeemed, in whole or in part, at the option of the Issuer or otherwise, and any remarketing arrangements with respect to the Securities of that Series;

(i) the form of the Securities of the Series and whether Securities of the Series are to be issued in registered form or bearer form or both;

(j) whether Securities of the Series are to be issuable in fully certificated form or as Book-Entry Securities and, if in certificated form, whether such Securities are to be issuable initially in the form of one or more Global Securities and the form of any legend or legends to be borne by any such Security;

(k) if the Securities of the Series shall be issued in whole or in part in the form of a Global Security, the terms and conditions, if any, upon which such Global Security may be exchanged in whole or in part for other individual definitive Securities of such Series to the extent different from what is provided herein and the Depositary for such Global Security;

(l) any authenticating agent, Paying Agent, transfer agent or Security Registrar in respect of such Series to the extent different than, or in addition to, any Person identified as such in this Indenture;

(m) the terms and conditions, if any, upon which the Securities of the Series may be converted into common shares or other equity interests of the Issuer, including the initial conversion price or rate, the conversion period and any additional provisions;

(n) the obligation, if any, of the Issuer to redeem, purchase or repay the Securities of the Series pursuant to any sinking fund or analogous provisions or at the option of a Holder thereof and the price or prices at which (or manner of determining the same), the period or periods within which (or manner of determining the same), and the terms and conditions upon which, Securities of the Series shall be redeemed, purchased or repaid, in whole or in part, pursuant to such obligations;

(o) the terms, if any, upon which the Securities of the Series may be exchanged for other securities, and the terms and conditions upon which such exchange shall be effected, including the initial exchange price or rate, the exchange period and any other additional provisions;

(p) if other than denominations of Cdn$1,000 and any integral multiple thereof, the denominations in which the Securities of the Series shall be issuable;

(q) if the amount of Maturity Consideration with respect to the Securities of the Series may be determined with reference to an index or pursuant to a formula or other method, the manner in which such amounts will be determined and the calculation agent, if any, with respect thereto;

(r) if the principal amount payable at the Stated Maturity of Securities of the Series will not be determinable as of any one or more dates prior to such Stated Maturity, the amount that will be deemed to be such principal amount as of any such date for any purpose, including the principal amount thereof which will be due and payable upon any Maturity other than the Stated Maturity and which will be deemed to be outstanding as of any such date (or, in any such case, the manner in which such deemed principal amount is to be determined);

(s) if other than as set forth in Article Three, the defeasance and discharge provisions applicable to the Securities of the Series;

(t) if other than the principal amount thereof, the portion of the principal amount of the Securities of the Series that shall be payable upon declaration of acceleration of the Maturity thereof pursuant to Section 402;

(u) the terms, if any, of the transfer, mortgage, pledge or assignment as security for the Securities of the Series of any properties, assets, moneys, proceeds, securities or other collateral and any corresponding changes to provisions of this Indenture as then in effect;

(v) any addition to or modification or elimination of the Events of Default (and the related definitions) which applies to the Series and any change in the right of the Trustee or the requisite Holders of such Series of Securities to declare the principal amount of, or interest, premium or other amounts, if any, on, such Series of Securities due and payable pursuant to Section 402;

(w) the applicability of, and any addition to or change in, the covenants (and the related definitions) set forth in Article Seven or Article Nine or elsewhere in this Indenture which apply to Securities of the Series;

(x) with regard to Securities of the Series that do not bear interest, the dates for certain required reports to the Trustee;

(y) any guarantees to be provided in respect of the Issuer's obligations in respect of the Securities of the Series and the terms and conditions, if any, pursuant to which such Series is to be guaranteed; and

(z) any other terms of Securities of the Series (which terms shall not be expressly prohibited by the provisions of this Indenture or prohibited by the Trust Indenture Legislation).

All Securities of any one Series need not be issued at the same time and may be issued from time to time, consistent with the terms of this Indenture, if so provided by or pursuant to the Series Supplement referred to above, and the authorized principal amount of any Series may not be increased to provide for issuances of additional Securities of such Series, unless otherwise provided in such Series Supplement.

SECTION 203. Denominations.

The Securities shall be issuable, except as otherwise provided with respect to any Series of Securities pursuant to the related Series Supplement in accordance with Section 202, in fully registered form without coupons and in denominations of Cdn$1,000 (for Securities denominated in Canadian dollars) or U.S.$1,000 (for Securities denominated in U.S. dollars) and any integral multiple thereof.

SECTION 204. Execution, Authentication, Delivery and Dating.

The Securities shall be executed on behalf of the Issuer by any one director of the Issuer or any one of the following officers: its President, its Chief Executive Officer, its Chief Financial Officer, any Vice-President, its Treasurer, its Secretary or its General Counsel. The signature of any of these officers on the Securities may be manual or facsimile.

Securities bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Issuer shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of such Securities.

The Trustee shall at any time, and from time to time, authenticate Securities for original issue in the principal amount provided in the Series Supplement delivered pursuant to Section 202, upon receipt by the Trustee of an Issuer Order. Such Issuer Order may authorize authentication and delivery pursuant to oral or electronic instructions from the Issuer or its duly authorized agent or agents, which oral instructions shall be promptly confirmed in writing. Each Security shall be dated the date of its authentication unless otherwise provided in the Series Supplement delivered pursuant to Section 202.

The aggregate principal amount of Securities of any Series outstanding at any time may not exceed any limit upon the maximum principal amount for such Series set forth in the Series Supplement delivered pursuant to Section 202, except as provided in Section 208.

Prior to the issuance of Securities of any Series, the Trustee shall have received and (subject to the applicable provisions of Article Five) shall be fully protected in relying and acting on: (a) the Series Supplement establishing the form of the Securities of that Series or of Securities within that Series and the terms of the Securities of that Series or of Securities within that Series and (b) an Officer's Certificate complying with Section 103.

The Trustee shall have the right to decline to authenticate and deliver any Securities of such Series if the Trustee is not provided with any documentation required by this Indenture to be provided to the Trustee in connection with such action.

The Trustee may appoint an authenticating agent acceptable to the Issuer to authenticate Securities. An authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as the Trustee (for which it is agent) to deal with the Issuer or an Affiliate of the Issuer.

No Security shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Security a certificate of authentication substantially in the form set forth in the applicable Series Supplement duly executed by or on behalf of the Trustee by manual signature of an authorized officer, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder. The certificate of authentication on the certificates will not be construed as a representation or warranty by the Trustee as to the validity of this Indenture or of the Securities or of their issuance and the Trustee will in no respect be liable for or answerable for the use made of such Securities or any of them or the proceeds thereof.

In case the Issuer, pursuant Article Seven, shall be consolidated or amalgamated with or merged into any other Person or shall convey, transfer or lease all or substantially all of its properties and assets to any Person, and the Successor Purchaser shall have assumed (or, by operation of law, shall have become liable for) the obligations of the Issuer under the Securities pursuant to Article Seven, any of the Securities authenticated or delivered prior to such consolidation, amalgamation, merger, conveyance, transfer or lease may, from time to time, at the request of the Successor Purchaser, be exchanged for other Securities executed in the name of the Successor Purchaser with such changes in phraseology and form as may be appropriate (but which shall not affect the rights or duties of the Trustee), but otherwise in substance of like tenor as the Securities surrendered for such exchange and of like principal amount; and the Trustee, upon Issuer

Order of the Successor Purchaser, shall authenticate and deliver replacement Securities as specified in such request for the purpose of such exchange. If replacement Securities shall at any time be authenticated and delivered in any new name of a Successor Purchaser pursuant to this Section 204 in exchange or substitution for or upon registration of transfer of any Securities, such Successor Purchaser, at the option of any Holder but without expense to such Holder, shall provide for the exchange of all Securities at the time Outstanding held by such Holder for Securities authenticated and delivered in such new name.

SECTION 205. Temporary Securities.

Pending the preparation of definitive Securities, the Issuer may execute, and upon Issuer Order the Trustee shall authenticate and deliver, temporary Securities which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Securities in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officer or officers executing such Securities may determine (but which shall not affect the rights or duties of the Trustee), as conclusively evidenced by their execution of such Securities.

If temporary Securities are issued, the Issuer will cause definitive Securities to be prepared without unreasonable delay. After the preparation of definitive Securities, the temporary Securities shall be exchangeable for definitive Securities of the same Series containing identical terms and provisions upon surrender of the temporary Securities at the office or agency of the Issuer designated for such purpose pursuant to Section 902 or the relevant Series Supplement, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Securities, the Issuer shall execute and, upon Issuer Order, the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Securities of authorized denominations of the same Series containing identical terms and provisions and evidencing the same indebtedness as the temporary Securities so exchanged. Until so exchanged, the temporary Securities shall in all respects be entitled to the same benefits under this Indenture as definitive Securities.

SECTION 206. Registration, Registration of Transfer and Exchange.

The Issuer shall cause to be kept (i) by the Trustee at its Corporate Trust Office or (ii) by such other registrar as the Issuer may appoint at such other place or places (if any) in respect of any Series as the Issuer may designate pursuant to the related Series Supplement or Section 902, a register (the register maintained in such office and in any other office or agency designated pursuant to Section 902 being herein sometimes referred to as the “Security Register”) in which, subject to such reasonable regulations as it may prescribe, the Trustee or the Person maintaining the Security Register shall provide for the registration of Securities and of transfers of Securities as herein provided. Said office or agency shall be the “Security Registrar” for the Securities of each Series.

Upon surrender for registration of transfer of any Security at the Corporate Trust Office of the Trustee or any other office or agency of the Issuer designated pursuant to Section 902, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more replacement Securities of the same Series of any authorized denomination or denominations, of a like aggregate principal amount and containing identical terms and provisions.

At the option of the Holder, Securities may be exchanged for other Securities of the same Series containing identical terms and provisions, in any authorized denomination or denominations, and of a like aggregate principal amount, upon surrender of the Securities to be exchanged at such office or agency. Whenever any Securities are so surrendered for exchange, the Issuer shall execute, and the Trustee shall authenticate and deliver, the replacement Securities which the Holder making the exchange is entitled to receive.

Furthermore, any Holder of a Global Security shall, by acceptance of such Global Security, agree that transfers of beneficial interests in such Global Security may be effected only through a book-entry system maintained by the Holder of such Global Security (or its agent), and that ownership of a beneficial interest in the Security shall be required to be reflected in a book entry.

All Securities issued upon any registration of transfer or exchange of Securities shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Securities surrendered upon such registration of transfer or exchange.

Every Security presented or surrendered for registration of transfer, or for exchange or redemption, shall (if so required by the Issuer or the Security Registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Security Registrar, duly executed by the Holder thereof or its attorney duly authorized in writing.

No service charge shall be made for any registration of transfer or exchange or redemption of Securities, but the Issuer may require payment of a sum sufficient to pay all documentary, stamp or similar issue or transfer taxes or other governmental charges that may be imposed in connection with any registration of transfer or exchange of Securities, other than exchanges pursuant to Section 204, Section 205, Section 806, Section 1008 or Section 1009 not involving any transfer.

The Issuer shall not be required (a) to issue replacement Securities or register the transfer of or exchange any Security during a period beginning at the opening of business 15 days before the mailing of a notice of redemption of the Securities under Section 1005 and ending at the close of business on the day of such mailing or (b) to register the transfer of or exchange any Security so selected for redemption in whole or in part, except the unredeemed portion of Securities being redeemed in part.

SECTION 207. Book-Entry Provisions for Global Securities.

(a) The related Series Supplement shall establish whether the Securities of a Series shall be issued in whole or in part in the form of one or more Global Securities

and the Depositary for such Global Security or Securities. Ownership of the Book-Entry Securities will be constituted through beneficial interests in the Book-Entry Securities held by the Depositary or its nominee in the form of a Global Security, and will be represented through book-entry accounts of Clearing Agency Participants, acting on behalf of the Beneficial Owners of such Book-Entry Securities. Any registration of beneficial ownership in, and transfers of beneficial ownership of, Book-Entry Securities may be made only through the applicable Book-Based System by a Clearing Agency Participant of the Depositary identified in the related Series Supplement. In such case, the Trustee shall deal with the Depositary and Clearing Agency Participants as representatives of the Beneficial Owners of such Securities for purposes of exercising the rights of Holders hereunder, as provided in this Indenture. Requests and directions from, and votes of, such representatives shall not be deemed to be inconsistent if they are made with respect to different Beneficial Owners.

(b) Notwithstanding any provisions to the contrary contained in any other provisions of this Indenture and in addition thereto, except as otherwise specified in the related Series Supplement, any Book-Entry Security that is a Global Security shall be exchangeable pursuant to Section 206 of this Indenture for Securities of the same Series registered in the names of Beneficial Owners other than the Depositary for such Security or its nominee only if (i) such Depositary notifies the Issuer that it is unwilling or unable to continue as Depositary for such Global Security or if at any time such Depositary ceases to be eligible to be a Clearing Agency in accordance with applicable securities laws, and, in either case, the Issuer fails to appoint a successor Depositary within 90 days of such event, (ii) the Issuer executes and delivers to the Trustee an Officer's Certificate to the effect that such Global Security shall be so exchangeable or (iii) an Event of Default with respect to the Securities of such Series represented by such Global Security shall have occurred and be continuing. Any Book-Entry Security that is exchangeable pursuant to the preceding sentence shall be exchangeable for Securities registered in such names as the Depositary shall direct in writing in an aggregate principal amount equal to the principal amount of such Book-Entry Security with like tenor and terms.

Except as provided above in this Subsection 207(b), a Global Security may only be transferred in whole but not in part (i) by the Depositary with respect to such Global Security to a nominee of such Depositary, (ii) by a nominee of such Depositary to such Depositary or another nominee of such Depositary or (iii) by the Depositary or any such nominee to a successor Depositary or a nominee of such a successor Depositary.

(c) Any Global Security issued hereunder shall bear a legend in substantially the following form with such modification as is provided in the applicable Series Supplement:

"THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE GOVERNING THIS SECURITY (HEREINAFTER REFERRED TO). THIS NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH

NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO THE INDENTURE, (II) THIS SECURITY MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 207(B) OF THE INDENTURE, (III) THIS SECURITY MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 211 OF THE INDENTURE AND (IV) EXCEPT AS OTHERWISE PROVIDED IN SECTION 207(B) OF THE INDENTURE, THIS SECURITY MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY (X) BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, (Y) BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR (Z) BY THE DEPOSITARY OR ANY NOMINEE TO A SUCCESSOR DEPOSITARY OR TO A NOMINEE OF SUCH SUCCESSOR DEPOSITARY."

(d) The Issuer, the Trustee and any agent of the Trustee shall treat a person as the Holder of such principal amount of outstanding Securities of such Series represented by a Global Security as shall be specified in a written statement of the Depositary with respect to such Global Security, for purposes of obtaining any consents, declarations, waivers or directions required to be given by the Holders pursuant to this Indenture.

SECTION 208. Mutilated, Destroyed, Lost and Stolen Securities.

If (a) any mutilated Security is surrendered to the Trustee, or (b) the Issuer and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Security, and there is delivered to the Issuer and the Trustee such surety bond or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Trustee that such Security has been acquired by a bona fide purchaser, the Issuer shall execute and upon Issuer Order the Trustee shall authenticate and deliver, in exchange for any such mutilated Security or in lieu of any such destroyed, lost or stolen Security, a replacement Security of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a replacement Security, pay such Security.

Upon the issuance of any replacement Securities under this Section 208, the Issuer may require the payment of a sum sufficient to pay all documentary, stamp or similar issue or transfer taxes or other governmental charges that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) in connection therewith.

Every replacement Security of any Series issued pursuant to this Section 208 in lieu of any destroyed, lost or stolen Security of such Series shall constitute a contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Security of such Series shall be at any time enforceable by anyone, and the Holder thereof shall be entitled to all benefits of this Indenture equally and proportionately with any and all Holders of other Securities of such Series duly issued hereunder.

The provisions of this Section 208 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities.

SECTION 209. Payment of Interest; Interest Rights Preserved.

Interest on any Security which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest.

Any interest on any Security which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (such defaulted interest herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder of such Security on the Regular Record Date by virtue of having been such Holder; and such Defaulted Interest may be paid by the Issuer, at its election in each case, as provided in Subsection (a) or (b) below:

(a) The Issuer may elect to make payment of any Defaulted Interest to the Persons in whose names the Securities of that Series (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the manner following. The Issuer shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Security of that Series and the date of the proposed payment, and at the same time the Issuer shall deposit with the Trustee or the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee or the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this Subsection provided. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Issuer of such Special Record Date. In the name and at the expense of the Issuer, the Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder at its address as it appears in the Security Register, not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been so mailed, such Defaulted Interest shall be paid to the Persons in whose names the Securities (or their respective Predecessor Securities) are registered on such Special Record Date and shall no longer be payable pursuant to the following Subsection (b).

(b) The Issuer may make payment of any Defaulted Interest on any Series in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Issuer to the Trustee of the proposed payment pursuant to this Subsection, such payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section, each Security delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Security shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Security.

SECTION 210. Persons Deemed Owners.

Prior to the time of due presentment for registration of transfer, the Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the Person in whose name any Security is registered as the owner of such Security for the purpose of receiving payment of principal of (and premium, if any) and (subject to Section 209) interest on such Security and for all other purposes whatsoever, whether or not such Security be overdue, and neither the Issuer, the Trustee nor any agent of the Issuer or the Trustee shall be affected by notice to the contrary.

SECTION 211. Cancellation.

All Securities surrendered for payment, redemption, registration of transfer or exchange shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by the Trustee. The Issuer shall deliver to the Trustee for cancellation any Securities previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and all Securities so delivered shall be promptly cancelled by the Trustee. No Securities shall be authenticated in lieu of or in exchange for any Securities cancelled as provided in this Section 211, except as expressly permitted by this Indenture. Upon the request of the Issuer, the Trustee shall deliver to the Issuer certification of the cancellation of any cancelled Securities.

SECTION 212. Computation of Interest.

Except as otherwise contemplated by Section 201, interest on the Securities of any Series shall be computed on the basis of a 365-day or 366-day year, as applicable. For the purposes of the *Interest Act* (Canada), the yearly rate of interest to which any rate of interest payable under a Security, which is to be calculated on any basis other than a full calendar year, is equivalent may be determined by multiplying the rate by a fraction, the numerator of which is the number of days in the calendar year in which the period for which interest at such rate is payable and the denominator of which is the number of days comprising such other basis.

ARTICLE THREE

SATISFACTION AND DISCHARGE

SECTION 301. Issuer's Option to Effect Defeasance.

The Issuer may at any time with respect to the Securities or any Series of Securities, elect to have Section 302 be applied to all Outstanding Securities or all Outstanding Securities of such Series upon compliance with the conditions set forth below in Section 303.

SECTION 302. Defeasance And Discharge.

Upon the Issuer's exercise under Section 301 of the option applicable to this Section 302, the Issuer (and, as applicable, any Guarantors) shall be deemed to have been discharged from its obligations with respect to all Outstanding Securities or all Outstanding Securities of a Series, as the case may be, on the date the conditions set forth in Section 303 below are satisfied (hereinafter, "defeasance"). For this purpose, such defeasance means that the Issuer shall be deemed to have paid and discharged the entire indebtedness represented by such Securities, which shall thereafter be deemed to be "Outstanding" only for the purposes of Section 305 and the other Sections of this Indenture referred to in (A) and (B) below, and to have satisfied all its other obligations under such Securities and this Indenture insofar as such Securities are concerned (and the Trustee, upon Issuer Request and at the expense of the Issuer, shall execute proper instruments acknowledging the same), except for the following which shall survive until otherwise terminated or discharged hereunder: (A) the rights of Holders of such Securities to receive solely from the trust fund described in Section 303 and as more fully set forth in such Section, payments in respect of the principal of (and premium, if any) and interest on such Securities when such payments are due, (B) the Issuer's obligations with respect to such Securities under Section 205, Section 206, Section 208, Section 902 and Section 903, (C) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Issuer's obligations in connection therewith, including the Issuer's obligations under Section 506 and (D) this Article Three.

SECTION 303. Conditions to Defeasance.

The following shall be the conditions to the application of Section 302 to all Outstanding Securities or all Outstanding Securities of a Series, as applicable:

(1) The Issuer shall irrevocably have deposited or, through the Paying Agent, caused to be deposited with the Trustee (or another trustee satisfying the requirements of Section 508 who shall agree to comply with the provisions of this Article Three applicable to it) as trust funds, in trust, for the purpose of making the following payments in its own capacity or through the Paying Agent, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of such Securities, (x) cash in the currency or currencies in which such Securities are payable or (y)

Government Obligations which through the scheduled payment of principal and interest in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment, cash in the currency or currencies in which such Securities are payable or (z) any combination of the foregoing which would, in the aggregate, be in an amount sufficient, in the opinion of a nationally recognized firm of accountants expressed in a written certification thereof delivered to the Trustee, to pay (and which shall be applied by the Trustee or the Paying Agent (or other qualifying trustee) to pay and discharge) the principal of, and interest and premium, if any, on, such Securities on the respective Stated Maturities (or Redemption Date, if applicable) thereof. Before such a deposit, the Issuer may give the Trustee, in accordance with Section 1003 hereof, a notice of its election to redeem all of the Outstanding Securities or all of the Outstanding Securities of a Series at a future date in accordance with Article Ten hereof or any applicable provisions of the Series Supplement for such Securities;

(2) No Default or Event of Default shall have occurred and be continuing on the date of the deposit under clause (1) above (other than a Default resulting from the borrowing of funds to be applied to such deposit and the grant of any Lien securing such borrowing).

(3) Such defeasance shall not result in a breach or violation of, or constitute a default under, this Indenture or any other material agreement or instrument to which the Issuer is a party or by which it is bound (other than any such Default or default resulting solely from the borrowing of funds to be applied to such deposit and the grant of any Lien on such deposit in favour of the Trustee and/or the Holders);

(4) The Issuer shall have delivered to the Trustee an Opinion of Counsel in Canada to the effect that such Holders will not recognize income, gain or loss for Canadian federal or provincial income tax or other tax (including withholding tax) purposes as a result of such defeasance or covenant defeasance, as applicable, and will be subject to Canadian federal and provincial income tax and other tax (including withholding tax) on the same amounts, in the same manner and at the same times as would have been the case if such defeasance had not occurred;

(5) the Issuer shall have delivered to the Trustee an Officer’s Certificate stating that the deposit was not made by it with the intent of preferring the Holders over any other of its creditors or with the intent of defeating, hindering, delaying or defrauding any other of its creditors or others; and

(6) The Issuer shall have delivered to the Trustee an Officer’s Certificate and an Opinion of Counsel, each stating that the conditions provided for in, in the case of the Officer’s Certificate, clauses (1) through

(5) and, in the case of the Opinion of Counsel, clauses (3) (solely with respect to this Indenture and a list of material agreements or instruments to which the Issuer or any of its Subsidiaries is a party or otherwise bound as set forth in an Officer's Certificate) and (4) of this Section 302 have been complied with.

SECTION 304. Satisfaction and Discharge of Indenture.

Subject to the last paragraph of this Section 304, this Indenture will be discharged and will cease to be of further effect as to all outstanding Securities of a particular Series when either:

(a) all the Securities of such Series that have been authenticated and delivered (except lost, stolen or destroyed Securities which have been replaced or paid as provided in Section 208 and Securities for whose payment money has been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust) have been delivered to the Trustee for cancellation (including on conversion or exchange of such Securities into other securities or property), or

(b) (i) all Securities of such Series not thereto delivered to the Trustee for cancellation (x) have otherwise become due and payable or have been called for redemption pursuant to the applicable Series Supplement, or (y) will become due and payable within one year, and in each case, the Issuer has irrevocably deposited or caused to be deposited with the Trustee trust funds in trust in cash in the currency or currencies in which such Securities are payable or Government Obligations, or a combination thereof, in an amount sufficient to pay and discharge the entire indebtedness (including all principal and accrued interest) on the Securities of such Series not theretofore delivered to the Trustee for cancellation, (ii) the Issuer has paid or caused to be paid all sums payable by it under this Indenture in respect of the Securities of such Series, and (iii) the Issuer has delivered irrevocable instructions to the Trustee to apply the deposited money toward the payment of the Securities of such Series at their Stated Maturity or on the Redemption Date, as the case may be.

Notwithstanding the foregoing, and notwithstanding the satisfaction and discharge of this Indenture with respect to a particular Series of Securities, (A) the rights of Holders of such Securities to receive solely from the trust fund described in Section 303 and as more fully set forth in such Section, payments in respect of the principal of (and premium, if any) and interest on such Securities when such payments are due, (B) the Issuer's obligations with respect to such Securities under Section 205, Section 206, Section 208, Section 902 and Section 903, (C) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Issuer's obligations in connection therewith, including the Issuer's obligations under Section 506 and (D) this Section 304 shall survive until the Securities are no longer outstanding. Thereafter, only the Issuer's obligations in Section 506 shall survive.

SECTION 305. Deposited Money to be Held in Trust; Other Miscellaneous Provisions.

Subject to the provisions of the last paragraph of Section 903, all money and Government Obligations (including any proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 305, the "Trustee") in respect of Securities of a Series pursuant to Section 303 or Section 304 shall be held in trust and applied by the Trustee, in accordance with the provisions of this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Trustee may determine, to the Holders of such Securities of all sums due and to become due thereon in respect of principal of, and interest or premium, if any, on, such Securities, but such money need not be segregated from other funds except to the extent required by law.

The Issuer shall pay and indemnify the Trustee on an after-tax basis against any tax, fee or other charge imposed on or assessed against the Government Obligations deposited pursuant to Section 303 or Section 304 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the applicable Series.

Anything in this Article Three to the contrary notwithstanding, the Trustee shall deliver or pay to the Issuer from time to time upon Issuer Request any money or Government Obligations held by it as provided in Section 303 or Section 304 which, in the opinion of a nationally recognized firm of accountants expressed in a written certification thereof delivered to the Trustee (which may be included with the opinion delivered under Section 303(1)), are in excess of the amount thereof which would then be required to be deposited to effect defeasance or covenant defeasance, as the case may be, of the applicable Securities or Series of Securities.

Subject to Section 306, after (i) the conditions precedent of Section 303 or Section 304, as applicable, have been satisfied with respect to the Securities of a particular Series, (ii) the Issuer has paid or caused to be paid all others sums payable hereunder by the Issuer and (iii) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent referred to in clause (i) above relating to the defeasance or satisfaction and discharge, as applicable, of this Indenture have been complied with, the Trustee shall, upon written request, acknowledge in writing the discharge of all of the Issuer's obligations under this Indenture except for those surviving obligations specified in Section 302 or Section 304, as applicable.

SECTION 306. Reinstatement.

If the Trustee or any Paying Agent is unable to apply any money in accordance with Section 305, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Issuer's obligations under this Indenture and the Securities shall be revived and reinstated as though no deposit had occurred pursuant to Section 302 or 303, as the case may be,

until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 305; provided, however, that, if the Issuer makes any payment of the principal of, or interest, premium, or other amounts, if any, on, any Security following the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Securities to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE FOUR

REMEDIES

SECTION 401. Events of Default.

Unless otherwise indicated for a particular Series of Securities by the applicable Series Supplement, with respect to each Series of Securities, "Event of Default", wherever used herein, means any one of the following events and any additional events identified as being an Event of Default in respect of such Series in the related Series Supplement (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of the principal of, or premium on, any Security of such Series issued under this Indenture when it becomes due and payable at its Maturity;

(b) default in the payment of any interest on any Security of such Series when it becomes due and payable, and continuance of such default for a period of 30 days;

(c) default in the performance of, or breach of, any covenant of the Issuer, the Company or Parent contained in this Indenture that is applicable to such Series (other than a default in the performance, or breach, of a covenant which is specifically dealt with elsewhere in this Section 401 or in the Series Supplement in respect of such Series), and continuance of such default or breach for a period of 90 days after there has been given, by registered or certified mail, to the Issuer by the Trustee or to the Issuer and the Trustee by the Holders of at least 25% in aggregate principal amount of the Outstanding Securities of such Series a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder;

(d) the Issuer, the Company or Parent shall commence any case or proceeding seeking to have an order for relief entered on its behalf as debtor or to adjudicate it as bankrupt or insolvent or seeking reorganization, liquidation, dissolution, winding-up, composition or readjustment of its debts or any other relief under any bankruptcy, insolvency, reorganization, liquidation, dissolution, composition, readjustment of debt or other similar act or law of any jurisdiction,

domestic or foreign, now or hereafter existing, relating to the relief of debtors ("Bankruptcy Law"); or the Issuer, the Company or Parent shall apply for a receiver, custodian or trustee (other than any trustee appointed as a mortgagee or secured party in connection with the issuance of indebtedness for borrowed money of the Issuer, the Company or Parent) of it or for all or a substantial part of its property; or the Issuer, the Company or Parent shall make a general assignment for the benefit of creditors; or the Issuer, the Company or Parent shall take any corporate action in furtherance of any of the foregoing; or

(e) an involuntary case or other proceeding shall be commenced against the Issuer, the Company or Parent with respect to it or its debts under any Bankruptcy Law now or hereafter in effect seeking the appointment of a trustee, receiver, liquidator, custodian or similar official of it or any substantial part of its property; and such case or other proceeding (A) results in the entry of an order for relief or a similar order against it or (B) shall continue unstayed and in effect for a period of 60 consecutive days.

For the avoidance of doubt, a Default with respect to a Series issued under this Indenture will not constitute a Default with respect to any other Series issued under this Indenture.

SECTION 402. Acceleration of Maturity; Rescission and Annulment.

If an Event of Default (other than an Event of Default specified in Section 401(d)or Section 401(e)) with respect to any particular Series of Securities occurs and is continuing, then and in every such case the Trustee or the Holders of not less than 25% in aggregate principal amount of the Securities of such Series then Outstanding may declare the entire principal amount of all the Securities of such Series to be due and payable immediately, by a notice in writing to the Issuer (and to the Trustee if given by Holders), and upon any such declaration of acceleration such principal shall become immediately due and payable. If an Event of Default specified in Section 401(d)or Section 401(e) occurs and is continuing with respect to the Issuer, then all of the unpaid principal amount of each Series then Outstanding shall ipso facto become and be immediately due and payable without any declaration or other act by the Trustee or any Holder.

The Issuer shall deliver to the Trustee, within 30 days after the Issuer becoming aware of the occurrence thereof, written notice in the form of an Officer's Certificate of any Event of Default and any event which with the giving of notice or the lapse of time would become an Event of Default, its status and what action the Issuer is taking or proposes to take with respect thereto.

At any time after a declaration of acceleration has been made in respect of an Event of Default with respect to any Series of Securities and before a judgment or decree for payment of the money due has been obtained by the Trustee for the Securities of such Series as hereinafter in this Article Four provided, the Holders of such affected Series may, by a Holder Direction, rescind and annul such declaration of acceleration and the

consequences of such declaration of acceleration. In each such case, the rescission and annulment will be effective on the last date on which each of the following have been satisfied:

(a) written notice of such Holder Direction is delivered to the Trustee;

(b) the Issuer has paid or deposited, or caused to be paid or deposited, with the Trustee a sum sufficient to pay

(1) all overdue interest on all Securities of such Series then Outstanding,

(2) the principal of, and premium, if any, on any Securities of that Series which have become due otherwise than by such declaration of acceleration and interest thereon from the date such principal became due at the rate borne by the Securities of such Series, to the extent that the payment of such interest shall be legally enforceable,

(3) to the extent expressly provided for in the Series Supplement in respect of the Securities of such Series and to the extent that payment of such interest is lawful, interest upon overdue interest at the rate provided for such purpose in such Series Supplement, and

(4) all sums paid or advanced by the Trustee hereunder, the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents, counsel and other advisors (for which the Issuer is to reimburse the Trustee pursuant to Section 506) and any other amounts due to the Trustee pursuant to Section 506, and

(c) all Events of Default with respect to such Series, other than the non-payment of principal of, and interest, premium and other amounts on, Securities of such Series which have become due solely by such declaration of acceleration, have been cured or waived as provided in Section 413.

No such rescission and annulment shall affect any subsequent Event of Default with respect to such Series or impair any right consequent thereon. In addition, no rescission or annulment in respect of one Series shall affect any Event of Default with respect to any other Series or impair any right of the Trustee or the Holders of such other Series with respect thereto.

SECTION 403. Collection of Indebtedness and Suits for Enforcement by Trustee.

The Issuer covenants that if:

(a) a default is made in the payment of any interest on any Security of a Series when such interest becomes due and payable and such default continues for a period of 30 days, or

(b) a default is made in the payment of the principal of (or premium, if any, on) any Security of a Series at the Maturity thereof,

the Issuer will, upon demand of the Trustee or, subject to Section 407, upon demand of the Holders of not less than 25% in aggregate principal amount of the Securities of such Series then Outstanding, pay to the Trustee, for the benefit of the Holders of such Securities, the whole amount then due and payable on such Securities for principal (and premium, if any) and interest, if any, with interest upon the overdue principal (and premium, if any) and, to the extent provided for in the Series Supplement for such Securities and to the extent that payment of such interest shall be legally enforceable, upon any overdue installments of interest, at the rate provided for such purpose in such Series Supplement; and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and any other amounts due to the Trustee pursuant to Section 506.

If the Issuer fails to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding against the Issuer for the collection of the sums so due and unpaid and may prosecute such proceeding to judgment or final decree, and may enforce the same against the Issuer or any other obligor upon such Securities and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Issuer or any other obligor upon such Securities, wherever situated.

If an Event of Default with respect to a Series occurs and is continuing, the Trustee may proceed to protect and enforce its rights and the rights of the Holders of the Securities of such Series under this Indenture by such appropriate private or judicial proceedings as the Trustee shall deem most effectual to protect and enforce such rights.

SECTION 404. Trustee May File Proofs Of Claim.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuer or any other obligor upon the Securities of any Series or the property of the Issuer or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Securities shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Issuer for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim for the whole amount of principal (and premium, if any) and interest, if any, owing and unpaid in respect of the Securities of the affected Series and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due to the Trustee pursuant to Section 506) and of the Holders of the Securities of such Series allowed in such judicial proceeding,

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same, in its own capacity or through the Paying Agent, and

(c) unless prohibited by law or applicable regulations, to vote on behalf of the Holders of the Securities of such Series in any election of a trustee in bankruptcy or other person performing similar functions,

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee or the Paying Agent and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due to the Trustee under Section 506.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any proposal, plan of reorganization, arrangement, adjustment or composition or other similar arrangement affecting the Securities or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding, except as aforesaid, for the election of a trustee in bankruptcy or other person performing similar functions.

SECTION 405. Trustee May Enforce Claims Without Possession of Securities.

All rights of action and claims under this Indenture or the Securities may be prosecuted and enforced by the Trustee without the possession of any of the Securities or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name and as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due to the Trustee under Section 506, be for the ratable benefit of the Holders of the Securities in respect of which such judgment has been recovered.

SECTION 406. Application of Money Collected.

Any money collected by the Trustee pursuant to this Article Four for a Series of Securities shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of such Securities and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

FIRST: To the payment of all amounts due to the Trustee (including its agents and counsel) under Section 506 with respect to such Series;

SECOND: To the payment of the amounts then due and unpaid upon such Securities for principal (and premium, if any) and interest if any, on such Securities in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Securities for principal (and premium, if any) and interest, if any, respectively;

THIRD: To the payment of any other amounts due and payable with respect to such Series; and

FOURTH: The balance, if any, to the Issuer.

SECTION 407. Limitation on Suits.

No Holder of any Securities of any particular Series shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture or such Securities, or for the appointment of a receiver, receiver and manager or trustee in respect of the Issuer or a Subsidiary of the Issuer, or to pursue any other remedy hereunder, unless

(a) an Event of Default with respect to that Series shall have occurred and be continuing and such Holder has previously given written notice to the Trustee and the Issuer, or has received written notice from the Trustee, of a continuing Event of Default with respect to such Series;

(b) the Holders of not less than 25% in aggregate principal amount of all of the Outstanding Securities of such Series shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(c) such Holder or Holders have offered to the Trustee security or indemnity satisfactory to the Trustee against any loss, liability or expense to be incurred in compliance with such request;

(d) the Trustee for 60 days after its receipt of such notice, request and offer of security or indemnity has failed to institute any such proceeding; and

(e) during such 60-day period the Trustee has not received a Holder Direction from the Holders of such Series that, in the opinion of the Trustee, is inconsistent with such request;

it being understood and intended, and being expressly covenanted by the taker and holder of every Security with every other taker and holder and with the Trustee, that no one or more Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders (whether of the same Series or any other Series), or to obtain or to seek to obtain priority or preference over any other Holders (whether of the same Series or any other Series) or to enforce any right under this Indenture except in the manner provided in this Indenture and for the equal and ratable benefit of all the Holders.

SECTION 408. Unconditional Right of Holders to Receive Principal, Premium, if any, and Interest, if any.

Notwithstanding any other provision in this Indenture, the Holder of any Security shall have the right, which is absolute and unconditional, to receive payment of the principal of (and premium, if any) and (subject to Section 209) interest, if any, on such Security on the respective Stated Maturities thereof expressed in such Security (or, in the case of redemption of such Security, on the Redemption Date therefor) and to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Holder.

SECTION 409. Restoration of Rights and Remedies.

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case the Issuer, the Trustee and the Holders shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

SECTION 410. Rights and Remedies Cumulative.

Except as provided in Section 208, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 411. Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any Holder of any Security to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article Four or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

SECTION 412. Control by Holders.

Except as otherwise provided in this Indenture, and subject to compliance with the provisions of this Indenture requiring the giving of sufficient funds and indemnity to the Trustee, the Holders of a Series shall have the right, in each case by a Holder Direction, to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, under this Indenture with respect to such Securities; provided that

(a) such Holder Direction shall not be in conflict with any rule of law or with this Indenture or expose the Trustee to personal liability,

(b) subject to the provisions of the Trust Indenture Legislation, the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such Holder Direction, and

(c) in the opinion of the Trustee, relying on an Opinion of Counsel, such Holder Direction is not unduly prejudicial to the rights of other Holders of Securities of such Series.

SECTION 413. Waiver of Past Defaults.

The Holders of Outstanding Securities of any Series with respect to which a Default or Event of Default shall have occurred and be continuing may, on behalf of all Holders of such Series, waive any past Default or Event of Default hereunder and its consequences by providing written notice of a Holder Direction to the Trustee, except:

(a) a Default in the payment of the principal of (or premium, if any) or interest, if any, on any such Security of such Series, or

(b) a Default under any provision of this Indenture which under Article Eight cannot be modified or amended without the consent of the Holder of each Outstanding Security of such Series affected thereby.

Upon any such waiver becoming effective with respect to a Series, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for purposes of such Series for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

SECTION 414. Undertaking for Costs.

All parties to this Indenture agree, and each Holder of any Security by its acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 414 shall not apply to any suit instituted by the Trustee, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% in principal amount of the Outstanding Securities of a Series of Securities, or to any suit instituted by any Holder for the enforcement of the payment of the principal of (or premium, if any) or interest on any Security on or after the respective Stated Maturities expressed in such Security (or, in the case of redemption, on or after the Redemption Date).

ARTICLE FIVE

THE TRUSTEE

SECTION 501. Certain Duties and Responsibilities.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise thereof, as a prudent Person would exercise or use in similar circumstances in the conduct of such Person's own affairs. In its exercise of the rights and powers and discharge of its duties prescribed or conferred by the terms of this Indenture, the Trustee shall:

(i) act honestly and in good faith with a view to the best interests of the Holders of Securities of each Series in respect of which it acts as Trustee, as a whole,

(ii) act in a commercially reasonable manner, and

(iii) exercise that degree of care, diligence and skill that a reasonably prudent trustee appointed under an indenture for corporate debt obligations would exercise in comparable circumstances.

(b) Except during the continuance of an Event of Default,

(1) the duties of the Trustee shall be determined solely by the express provisions hereof and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, without investigation, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; provided, however, that in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall examine the certificates or opinions, as applicable, to determine whether they conform on their face to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, its fraud or its own willful misconduct, except that:

(1) this Subsection shall not be construed to limit the effect of Subsection (b) of this Section 501;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with a Holder Direction relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 501 and Section 503.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or incur any liability. Subject to the provisions of the Indenture relating to the duties of the Trustee, the Trustee is under no obligation to exercise any of its rights or powers under this Indenture, the Securities or the Guarantees at the request, order or direction of any of the Holders, including, without limitation, Section 412, unless such Holders shall have offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense which might be incurred by it in compliance with such request or direction.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuer. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law and as provided in Section 116.

SECTION 502. Notice of Defaults.

The Trustee shall, within 30 days after the occurrence of any Default with respect to any Series, give the Holders of the applicable Series notice of all uncured Defaults thereunder known to it; provided, however, that, except in the case of an Event of Default in the payment of the principal of (or premium, if any) or interest on any Security, the Trustee shall be protected in withholding such notice if and so long as a committee of its trust officers in good faith determines that the withholding of such notice is in the interest of the Holders of such Series.

Where notice of the occurrence of any Event of Default is given by the Trustee under the preceding paragraph and the Default is thereafter cured, the Trustee shall, within a reasonable time but not exceeding 30 days after the Trustee becomes aware of the curing of the Default, transmit by mail to all Holders of the applicable Series, as their names and addresses appear in the Security Register, or deliver electronically to such Holders, notice that the Event of Default is no longer continuing.

SECTION 503. Certain Rights of Trustee.

(a) The Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officer's Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officer's Certificate or Opinion of Counsel. The Trustee may consult with counsel of its own selection and the advice of such counsel and Opinions of Counsel with respect to legal matters relating to this Indenture and the Securities shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys, accountants, experts and such other professionals as the Trustee deems necessary, advisable or appropriate and shall not be responsible for the misconduct or negligence of any attorney, accountant, expert or other such professional appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Issuer or a Guarantor shall be sufficiently evidenced by a written order signed by one Officer of the Issuer or such Guarantor.

(f) The Trustee shall not be charged with knowledge of any Default or Event of Default under Section 401 (other than under Section 401(a) or Section 401(b)) unless either (i) a Responsible Officer shall have actual knowledge thereof, or (ii) the Trustee shall have received notice thereof pursuant to Section 502 or Section 904 from the Issuer or pursuant to Section 407 from any Holder.

(g) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers hereunder if it shall have reasonable grounds for believing that repayment of such funds or indemnity reasonably satisfactory to it against such risks or liabilities is not assured to it.

(h) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder.

(i) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable fees and indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(j) The Trustee may request that the Issuer deliver an Officer's Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officer's Certificate may be signed by any person specified as so authorized in any such certificate previously delivered and not superseded.

SECTION 504. Not Responsible for Recitals or Issuance of Securities.

Except with respect to the express representations, warranties and covenants of the Trustee contained herein, the recitals contained herein and in the Securities, except the Trustee's certificate of authentication, shall be taken as the statements of the Issuer and the Trustee assumes no responsibility for their correctness. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture, or the Securities, it shall not be accountable for the Issuer's use of the proceeds from the Securities or any money paid to the Issuer or upon the Issuer's direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital herein or any statement in the Securities or any other document in connection with the sale of the Securities or pursuant to this Indenture other than the Trustee's certificate of authentication on the Securities.

SECTION 505. May Hold Securities.

The Trustee, any Paying Agent, any Security Registrar or any other agent of the Issuer, in its individual or any other capacity, may become the owner or pledgee of Securities, and, subject to Trust Indenture Legislation, may otherwise deal with the Issuer with the same rights it would have if it were not Trustee, Paying Agent, Security Registrar or such other agent; provided, however, that in the event that the Trustee acquires a material conflict of interest, the Trustee shall, within 90 days after ascertaining that such a material conflict of interest exists, either eliminate the same or else resign as Trustee hereunder by giving notice in writing to the Issuer at least 21 days prior to such resignation. Any Agent may do the same with like rights and duties. The Trustee is also subject to Section 508.

SECTION 506. Compensation, Reimbursement and Indemnity.

The Issuer shall pay to the Trustee from time to time such compensation for its acceptance of this Indenture and the rendering by it of the services required hereunder as shall be agreed upon in writing by the Issuer and the Trustee. The Trustee's

compensation shall not be limited by any law on compensation of a trustee of an express trust. The Issuer shall reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by or on behalf of it in addition to the compensation for its services. Such expenses shall include the reasonable compensation, disbursements and expenses of the Trustee's attorneys, accountants, experts and such other professionals as the Trustee deems necessary, advisable or appropriate. The Trustee shall provide the Issuer with reasonable notice of any expenditure not in the ordinary course of business. Any amount due under this Section 506 and unpaid 30 days after request for such payment shall bear interest from the expiration of such 30 days at the standard interest rate of the Trustee, as varied from time to time payable on demand. This obligation shall survive the removal or resignation of the Trustee under, and the termination of, this Indenture.

The Issuer and the Guarantors shall jointly and severally indemnify the Trustee (which for purposes of this Section 506 shall include its officers, directors, employees, agents and shareholders), and hold the Trustee harmless against, any and all losses, liabilities, claims, damages or expenses, including taxes (other than taxes based upon, measured by or determined by the income of the Trustee) and reasonable attorneys' fees and expenses, incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture, including the costs and expenses of enforcing this Indenture or any Guarantee against the Issuer or a Guarantor (including this Section 506) and defending itself against or investigating any claim (whether asserted by the Issuer, any Guarantor, any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, except to the extent any such loss, liability or expense may be attributable to its gross negligence, willful misconduct or bad faith. The Trustee shall notify the Issuer promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuer shall not relieve the Issuer of its obligations hereunder. At the Trustee's sole discretion, the Issuer shall defend any claim or threatened claim asserted against the Trustee, with counsel reasonably satisfactory to the Trustee, and the Trustee shall cooperate in the defense at the Issuer's expense. If the Trustee has been reasonably advised by counsel that there may be one or more legal defenses available to it that are different from or additional to those available to the Issuer and in the reasonable judgment of such counsel it is advisable for the Trustee to engage separate counsel, then the Trustee may have separate counsel and the Issuer shall pay the reasonable fees and expenses of one such counsel. The Issuer need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld. The Issuer need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own willful misconduct, gross negligence or bad faith.

The Issuer's payment of indemnity obligations pursuant to this Section 506 shall survive the discharge of this Indenture, the termination of this Indenture and the expiry of any trusts created hereby and the resignation or removal of the Trustee. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default specified in Section 401(d) or Section 401(e), the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

In no event shall the Trustee be liable for any indirect, special, punitive or consequential loss or damage of any kind whatsoever, including, but not limited to, lost profits, even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

In no event shall the Trustee be liable for any failure or delay in the performance of its obligations hereunder because of circumstances beyond its control, including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, embargo, government action, including any laws, ordinances, regulations, governmental action or the like which delay, restrict or prohibit the providing of the services contemplated by this Indenture.

SECTION 507. Conflicting Interests.

The Trustee represents to the Issuer that, to the best of its knowledge and belief, at the date of the execution and delivery of this Indenture, there exists no material conflict of interest in the role of the Trustee hereunder and the Trustee's role in any other capacity. If, at any time, a material conflict of interest exists in the Trustee's role hereunder and in the Trustee's role in any other capacity, the Trustee shall, within 90 days after it becomes aware that such a material conflict of interest exists, either eliminate the same or resign from the trusts hereunder by giving notice in writing to the Issuer at least 21 days prior to such resignation and shall upon such resignation becoming effective be discharged from all further duties and liabilities hereunder. If, despite this Section 507, the Trustee has a material conflict of interest, the validity and enforceability of this Indenture and the Securities shall not be affected in any manner whatsoever by reason only of the existence of such material conflict of interest.

SECTION 508. Corporate Trustee Required; Eligibility.

There shall at all times be a Trustee hereunder that is a Person organized and doing business under the laws of Canada or of any province thereof that is authorized under such laws to exercise corporate trustee power where such authorization or qualification is necessary to enable it to act as trustee hereunder under the Trust Indenture Legislation. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 508, it shall resign immediately in the manner and with the effect hereinafter specified in this Article Five. Without limitation, it shall not be a conflict of interest for the Trustee to continue to act hereunder in respect of all Securities during any period of time in which there are Securities affected by, and Securities not affected by, a Default or Event of Default.

SECTION 509. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article Five. Without limitation, it shall not be a conflict of interest for the Trustee to continue shall become effective until the acceptance of appointment by the successor Trustee under Section 510.

(b) The Trustee may resign at any time by giving written notice thereof to the Issuer. If the instrument of acceptance by a successor Trustee required by Section 510 shall not have been delivered to the resigning Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction (at the Issuer's expense) for the appointment of a successor Trustee.

(c) The Trustee may be removed at any time with respect to the Securities of a Series by a Holder Direction from the Holders of the Outstanding Securities of such Series delivered to the Trustee and to the Issuer.

(d) If at any time:

(1) the Trustee shall fail to comply with the provisions of Section 507 or such other obligations imposed upon it under the Trust Indenture Legislation and shall fail to resign after written request therefor by the Issuer or by any Holder who has been a bona fide Holder of a Security for at least six months, or

(2) the Trustee shall cease to be eligible under Section 508, or

(3) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent, or a receiver or receiver and manager of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (i) the Issuer may remove the Trustee with respect to all Securities or any applicable Series of Securities, or (ii) subject to Section 414 and the Trust Indenture Legislation, in the case of clause (1) above, the Holder of any Security who has been a bona fide Holder of a Security for at least six months, and in the case of clauses (2) and (3) above, the Holder of any Security and any other interested party may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee with respect all Securities of such Series and the appointment of a successor Trustee.

(e) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, with respect to one or more Series, the Issuer shall promptly appoint a successor Trustee or Trustees with respect to the Securities of that or those Series (it being understood that any such successor Trustee may be appointed with respect to the Securities of one or more or all of such Series and that at any time there shall be only one Trustee with respect to the Securities of any particular Series). If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee with respect to any Series is appointed by a Holder Direction and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment in accordance with Section 510, become the

successor Trustee with respect to such Series and, to that extent, supersede the successor Trustee appointed by the Issuer. If no successor Trustee shall have been so appointed with respect to a Series, by the Issuer or the Holders of the Securities of such Series, and so accepted such appointment, the retiring Trustee or the Holder of any Security of such Series who has been a bona fide Holder for at least six months may on behalf of itself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee.

(f) Any new Trustee hereunder appointed under any provision of this Section 509 shall be qualified to act as Trustee hereunder in accordance with Section 508, shall certify that it will not have any material conflict of interest upon becoming Trustee hereunder in accordance with the applicable requirements of the Trust Indenture Legislation, and shall accept the trusts herein declared and provided for. On any new appointment, the new Trustee shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Trustee.

(g) The Issuer shall give notice of each resignation and each removal of the Trustee with respect to a Series and each appointment of a successor Trustee with respect to a Series by mailing written notice of such event by first-class mail, postage prepaid, to the Holders of Securities of such Series as their names and addresses appear in the Security Register or delivering such notice electronically to such Holders. Each notice shall include the name of the successor Trustee for such Series and the address of its Corporate Trust Office.

SECTION 510. Acceptance of Appointment by Successor.

(a) Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on request of the Issuer or the successor Trustee, such retiring Trustee shall, upon payment of all amounts due it under Section 506, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject to the claim and lien provided for in Section 506. Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts.

(b) In case of the appointment hereunder of a successor Trustee with respect to the Securities of one or more (but not all) Series, the Issuer, the retiring Trustee and each successor Trustee with respect to the Securities of one or more Series shall execute and deliver a supplemental indenture wherein each successor Trustee shall accept such appointment and which (i) shall contain such provisions

as shall be necessary or desirable to transfer and confirm to, and to vest in, each successor Trustee all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those Series to which the appointment of such successor Trustee relates; (ii) if the retiring Trustee is not retiring with respect to all Securities, shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those Series as to which the retiring Trustee is not retiring shall continue to be vested in the retiring Trustee; and (iii) shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustees co-trustees of the same trust, that each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee and that no Trustee shall be responsible for any notice given to, or received by, or any act or failure to act on the part of any other Trustee hereunder, and upon the execution and delivery of such supplemental indenture the resignation or removal of the retiring Trustee shall become effective to the extent provided therein, such retiring Trustee shall with respect to the Securities of that or those Series to which the appointment of such successor Trustee relates have no further responsibility for the exercise of rights and powers or for the performance of the duties and obligations vested in the Trustee under this Indenture other than as hereinafter expressly set forth, and each such successor Trustee without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those Series to which the appointment of such successor Trustee relates; but, on request of the Issuer or any successor Trustee and upon the payment of any amount to the Trustee under Section 506, such retiring Trustee shall duly assign, transfer and deliver to such successor Trustee, to the extent contemplated by such supplemental indenture, the property and money held by such retiring Trustee hereunder with respect to the Securities of that or those Series to which the appointment of such successor Trustee relates.

(c) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

SECTION 511. Merger, Conversion, Consolidation or Succession to Business.

Any Person into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any Person succeeding to all or substantially all of the institutional trust services business of the Trustee, shall be the successor of such Trustee hereunder, provided such Person shall be otherwise qualified and eligible under this Article Five. Without limitation, it shall not be a conflict of interest for the Trustee to continue, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Securities shall have been

authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to the authenticating Trustee may adopt such authentication and deliver the Securities so authenticated with the same effect as if such successor Trustee had itself authenticated such Securities.

SECTION 512. Authority to Carry On Business.

The Trustee represents to the Issuer that, to the best of its knowledge and belief, at the date of execution and delivery by it of this Indenture, it is qualified to act as trustee hereunder in accordance with Section 508 but if, notwithstanding the provisions of this Section 512, it ceases to be qualified to act as trustee hereunder in accordance with Section 508, the validity and enforceability of this Indenture and the Securities issued hereunder shall not be affected in any manner whatsoever by reason only of such event but the Trustee shall, within 90 days after ceasing to be qualified to act as trustee hereunder in accordance with Section 508 either become so qualified or resign in the manner and with the effect specified in Section 509.

SECTION 513. Trustee Not Required To Give Security.

The Trustee shall not be required to give any bond or security in respect of the execution of the trusts and powers of this Indenture or otherwise in respect of this Indenture.

SECTION 514. Additional Representations and Warranties of Trustee.

The Trustee further represents and warrants to the Issuer that, to the best of its knowledge and belief at the time of the execution and delivery of this Indenture:

(a) it is a trust company validly existing under the laws of Canada and is authorized to do business in Canada where it is required to be so authorized in order to perform the obligations of Trustee hereunder;

(b) it has full power, authority and right to execute and deliver and perform its obligations under this Indenture and has taken all necessary action to authorize the execution, delivery and performance by it of this Indenture;

(c) this Indenture has been duly executed and delivered by it and constitutes a valid and binding obligation of the Trustee enforceable against it in accordance with its terms;

(d) it is in compliance with all requirements of the Trust Indenture Legislation solely in connection with the Indenture and acting as Trustee hereunder; and

(e) is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

SECTION 515. Acceptance of Trusts.

The Trustee hereby accepts the trusts imposed upon it by this Indenture and covenants and agrees to perform the same as herein expressed.

ARTICLE SIX

HOLDERS' LISTS AND REPORTS BY PARENT

SECTION 601. Disclosure of Names and Addresses of Holders.

(a) A Holder of a particular Series of Securities may, upon payment to the Trustee of a reasonable fee and subject to compliance with any applicable requirement of the Trust Indenture Legislation, require the Trustee to furnish within 10 days after receiving the affidavit or statutory declaration referred to below, a list setting out (i) the name and address of every registered Holder of Outstanding Securities of such Series, the aggregate principal amount of Outstanding Securities owned by each registered Holder of such Series and (ii) the aggregate principal amount of Outstanding Securities of such Series, each as shown on the records of the Trustee on the day that the affidavit or statutory declaration is delivered to the Trustee. The affidavit or statutory declaration, as the case may be, shall contain (x) the name and address of the Holder, (y) where the Holder is a corporation, its name and address for service and (z) a statement that the list will not be used except in connection with an effort to influence the voting of the Holders of such Series, an offer to acquire such Securities, or any other matter relating to such Securities or the affairs of the Issuer. Where the Holder is a corporation, the affidavit or statutory declaration shall be made by a director or officer of the corporation.

(b) Every Holder of Securities, by receiving and holding the same, agrees with the Issuer and the Trustee that neither the Issuer nor the Trustee shall be held accountable by reason of the disclosure of such list of the names and addresses of the Holders, regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under the Trust Indenture Legislation.

(c) Upon the demand of the Trustee, the Issuer shall furnish the Trustee with the information required to enable the Trustee to comply with obligations in clause (a) of this Section 601; provided, however, that, for so long as the Trustee is the Security Registrar, the Issuer need not furnish to the Trustee the list referred to therein. The Issuer shall comply with the terms of such other applicable provisions of the Trust Indenture Legislation in respect of the provision of a list of Holders of Securities.

SECTION 602. Reports by Parent.

(a) Subject to Section 602(b), whether or not Parent is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, Parent will

file with the SEC, and provide to the Trustee and the Holders of the Securities, within the time periods specified in such Sections of the Exchange Act: (i) all quarterly and annual reports that would be required to be filed with the SEC on Forms 10-Q and 10-K if Parent were required to file such reports; and (ii) all current reports that would be required to be filed with the SEC on Form 8-K if Parent were required to file such reports.

(b) If, at any time, Parent is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act for any reason, Parent will nevertheless continue filing the reports specified in Section 602(a) with the SEC within the time periods required, unless the SEC will not accept such a filing. Parent agrees that it will not take any action for the purpose of causing the SEC not to accept such filings. If, notwithstanding the foregoing, the SEC will not accept such filings for any reason, Parent will post the reports specified in Section 602(a) on its website within the time periods that would apply if Parent were required to file those reports with the SEC.

(c) For purposes of this Section 602, Parent will be deemed to have provided a required report to the Trustee and the Holders of the Securities if it has timely filed such report with the SEC via the EDGAR filing system (or any successor system); it being understood that the Trustee shall have no responsibility to determine if such filings have been made.

(d) Notwithstanding anything to the contrary set forth in this Section 602, if any parent entity of Parent has filed with the SEC the information described in in Section 602(a) with respect to such parent entity of Parent, Parent shall be deemed to be in compliance with the provisions of this Section 602; provided that, if such parent entity has material assets or operations other than those that are owned or operated by Parent and its Subsidiaries, such parent entity will provide to the Trustee and Holders of the Securities financial information that explains in reasonable detail the differences between the information relating to such parent entity, on the one hand, and the information relating to Parent and its Subsidiaries, on the other hand.

ARTICLE SEVEN

SUCCESSORS

SECTION 701. Issuer or Guarantor May Consolidate, etc.

The Issuer and each Guarantor shall not consolidate or amalgamate with or merge into any other Person or convey, transfer or lease all or substantially all of the Issuer’s or a Guarantor’s respective properties and assets to any Person, unless:

(a) either (1) the Issuer or a Guarantor, as applicable, is the continuing corporation or (2) any resulting, surviving or transferee Person (if not the Issuer or a Guarantor) formed by such consolidation or amalgamation or into which the

Issuer or a Guarantor, as applicable, is merged or which acquires by conveyance, transfer or lease all or substantially all of the Issuer's or a Guarantor's properties and assets (such Person, the "Successor Purchaser") is an entity organized under the laws of the United States, any state of the United States or the District of Columbia or the federal laws of Canada or the laws of any province or territory of Canada;

(b) the Successor Purchaser (if not the Issuer or a Guarantor, as applicable) (1) assumes by operation of law or (2) expressly assumes by a supplemental indenture (and, where such Successor Purchasers is a successor to a Guarantor, a Guarantee) the due and punctual payment of the principal of, and any premium and interest on, all of the Securities and the performance of every obligation in this Indenture (and, where such Successor Purchasers is a successor to a Guarantor, such Guarantor's Guarantee) that the Issuer or the Guarantor, as applicable, would otherwise have to perform as if it were an original party hereto (and thereto, as applicable);

(c) immediately after the effective date of such transaction, no Event of Default shall have occurred and be continuing under this Indenture; and

(d) the Issuer or the Successor Purchaser, as applicable, shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, amalgamation, merger, conveyance or transfer, as applicable, and, if a supplemental indenture is required in connection with such transaction (or series of transactions), such supplemental indenture, comply with this Section 701.

SECTION 702. Successor Substituted.

In the event that the Issuer or a Guarantor consolidates or amalgamates with or merges into another Person or conveys, transfers or leases all or substantially all of its assets to any Person, the Successor Purchaser shall assume all of the Issuer's obligations or such Guarantor's obligations, as applicable, under this Indenture and the Securities (and, in the case of a Guarantor, such Guarantor's Guarantee) in accordance with Section 701(b) and the Issuer or such Guarantor, as applicable, shall be discharged from, relieved of, all of its obligations under this Indenture, the Securities and, in the case of a Guarantor, its Guarantee (and, in the event of any such consolidation, amalgamation, merger, conveyance or transfer, the Issuer, the Company or Parent as the predecessor corporation, as applicable, may thereupon or at any time thereafter be dissolved, wound up, or liquidated). After assuming such obligations, the Successor Purchaser shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer or such Guarantor, as applicable, under this Indenture and the Securities (and, where such Successor Purchasers is a successor to a Guarantor, such Guarantor's Guarantee) with the same effect as if such Successor Purchaser had been named as the Issuer or a Guarantor herein (and therein, as applicable).

ARTICLE EIGHT

SUPPLEMENTS AND AMENDMENTS TO INDENTURE

SECTION 801. Supplemental Indentures and Amendments Without Consent of Holders.

Notwithstanding Section 802, without the consent of any Holders, the Issuer, any Guarantors of the affected Securities, if applicable, and the Trustee, at any time and from time to time, may amend, supplement or modify this Indenture (including any Series Supplement), the Securities or any Guarantee, and the Issuer may direct the Trustee to enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

(a) to evidence or otherwise reflect that another Person has succeeded the Issuer or a Guarantor hereunder, and the assumption by any such successor of the obligations of the Issuer or such Guarantor, as applicable, herein and in the Securities (or, in the case of a Guarantor, its Guarantee);

(b) to add further covenants of the Issuer or a Guarantor or provide for guarantees for the benefit of the Holders of any Series of Securities (and if any such added covenants are for the benefit of less than all Series of Securities, stating which Series are entitled to benefit therefrom), or to surrender any right or power herein or in the Securities of any Series conferred upon the Issuer, a Guarantor or any Subsidiary;

(c) to add any additional Event of Default in respect of a Series of Securities (and, if the added Event of Default is for the benefit of less than all Series of Securities, stating to which Series it applies);

(d) to add provisions for bearer Securities so long as the action does not adversely affect the interests of Holders of any Securities of such Series in any material respect;

(e) to change or eliminate any of the provisions of this Indenture; provided, however, that any such change or elimination shall become effective only when there is no Security Outstanding of any Series created prior to the execution of such supplemental indenture which is entitled to the benefit of such provision;

(f) to evidence and provide for the acceptance of appointment hereunder of a Trustee (other than Computershare Trust Company of Canada as Trustee) for a Series of Securities and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Article Five;

(g) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities of one or more Series, and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 510(b);

(h) to add to the conditions, limitations and restrictions on the authorized amount, form, terms or purposes of issue, authentication and delivery of Securities, as herein set forth, other conditions, limitations and restrictions thereafter to be observed;

(i) to supplement any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the defeasance and discharge of any Series of Securities pursuant to Section 301; provided, however, that any such action shall not adversely affect the interests of the Holders of Securities of such Series or any other Series of Securities in any material respect;

(j) to modify this Indenture, the Securities of a Series or a Guarantee in order to comply with applicable Trust Indenture Legislation;

(k) to reduce the minimum denomination of any Series of Securities;

(l) to add Guarantees with respect to the Securities of such Series or to confirm and evidence the release, termination or discharge of any such Guarantee when such release, termination or discharge is permitted under this Indenture;

(m) to convey, transfer, assign, mortgage or pledge any property to or with the Trustee as security for the Securities of any Series or a Guarantee, or to confirm and evidence the release, termination, discharge or retaking of any Lien with respect to or securing the Securities of any Series or a Guarantee when such release, termination, discharge or retaking, as applicable, is provided for under this Indenture;

(n) with respect to any Series of Securities, to conform any provision of this Indenture, or in the applicable Securities, Guarantee or Series Supplement, to any provision summarized under the heading “Description of the Notes” (or any similar section that purports to summarize terms and conditions of such Series) in any offering memorandum or other offering document relating to the issuance of Securities of such Series;

(o) to cure any ambiguity, omission, mistake, defect or error, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Indenture, provided such action shall not adversely affect the interests of the Holders of Securities of any particular Series in any material respect;

(p) to give effect to any Holder Direction or any other direction from Holders permitted to be given under this Indenture, and to any other Act of the Holders made, given or taken by the Holders of one or more Series in accordance with this Indenture; or

(q) to change the International Securities Identification Number (ISIN) and Committee on Uniform Securities Identification Procedures (CUSIP) number of any Security.

In addition, without the consent of any Holders, but subject to the terms and conditions of this Indenture, the Issuer, one or both of the Guarantors, as applicable, and the Trustee may, and the Trustee shall, upon the written request of the Issuer or when so directed by this Indenture, make, execute, acknowledge and deliver Series Supplements from time to time to establish the form or terms of a Series of Securities, including additional Securities of an existing Series to the extent permitted by the applicable Series Supplement, which the Issuer wishes to issue under this Indenture.

SECTION 802. Supplemental Indentures and Certain Amendments With Consent of Holders.

The Issuer, any Guarantors of the affected Securities, if applicable, and the Trustee may, and the Trustee shall upon written request of the Issuer or when so directed by this Indenture, enter into one or more indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or the Securities of any Series or of waiving or modifying in any manner the rights of the Holders of a Series under this Indenture or the Securities of such Series upon delivery to the Issuer and the Trustee of written notice of a Holder Direction from the Holders of Outstanding Securities of each Series that would be affected by such supplemental indenture or indentures, as the case may be; provided, however, that no such supplemental indenture, amendment or waiver shall, without the consent of the Holder of each Outstanding Security of a Series affected thereby:

(a) modify the Stated Maturity of, or reduce the principal of, or premium on, any Security;

(b) reduce the rate of or change the time for payment of interest on any Security;

(c) reduce or alter the method of computation of any amount payable upon redemption, repayment or purchase of any Security by the Issuer, or the time when the redemption, repayment or purchase may be made;

(d) change any obligation of the Issuer or any Guarantor to pay Additional Amounts pursuant to Section 907;

(e) make the principal or interest on any Security payable in a currency other than that stated in the Security or change the place of payment;

(f) impair any right of any Holder to receive payment of principal of and interest on such Holder's Securities on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption Date);

(g) reduce the right of any Holder to sue for the enforcement of payment of the principal or interest on or with respect to such Holder's Securities;

(h) make any change in the ranking or priority of any Security that would adversely affect the Holders of such Security;

(i) reduce the percentage in principal amount of the Outstanding Securities of such Series, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of this Indenture or certain Defaults hereunder and their consequences) provided for in this Indenture; or

(j) modify any of the provisions of this Section 802 or Section 413 or Section 908, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Outstanding Security of such Series affected thereby; provided, however, that this clause shall not be deemed to require the consent of any Holder of a Security with respect to changes in the references to "the Trustee" and concomitant changes in this Section 802 and Section 908, or the deletion of this proviso, in accordance with the requirements of Section 508, Section 509, Section 510, Section 801(f) or Section 801(g).

It shall not be necessary for any Act of Holders under this Section 802 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof. Notwithstanding anything to the contrary in this Indenture, any action that is permitted or authorized to be taken by a Holder Direction shall be binding upon all Holders of the applicable Series regardless of whether a particular Holder shall have approved such Holder Direction and, except as otherwise provided in such Holder Direction, regardless of whether the Holders of any other affected Series shall have approved such action in respect of such other affected Series under this Section 802.

SECTION 803. Execution of Supplemental Indentures.

In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to the Trust Indenture Legislation and Section 503 hereof) shall be fully protected in acting and relying upon, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

SECTION 804. Effect of Supplemental Indentures.

Upon the execution of any supplemental indenture under this Article Eight, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Securities of the applicable Series theretofore or thereafter authenticated and delivered hereunder shall be bound thereby. A supplemental indenture which changes or eliminates any covenant or other provision of this Indenture which has expressly been included solely for the benefit of one or more particular Series of Securities, or which modifies the rights of the Holders of Securities of such Series with respect to such covenant or other provision, shall be deemed not to affect the rights under this Indenture of the Holders of Securities of any other Series.

SECTION 805. Conformity with the Trust Indenture Legislation.

Every supplemental indenture executed pursuant to this Article Eight shall conform to the requirements of Trust Indenture Legislation, if any, as then in effect and to the extent applicable.

SECTION 806. Reference in Securities to Supplemental Indentures.

Securities authenticated and delivered after the execution of any supplemental indenture pursuant to this Article Eight may, and shall if required by the Trustee or the Issuer, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Issuer shall so determine, new Securities so modified as to conform to any such supplemental indenture may be prepared and executed by the Issuer and, upon Issuer Order, authenticated and delivered by the Trustee in exchange for Outstanding Securities.

ARTICLE NINE

COVENANTS

SECTION 901. Payment of Principal, Premium and Interest.

The Issuer covenants and agrees, for the benefit of the Holders of each particular Series, that it will duly and punctually pay the principal of (and premium, if any) and interest on the Securities of such Series in accordance with the terms of such Securities and this Indenture.

SECTION 902. Maintenance of Office or Agency.

The Issuer will maintain, or cause the related Security Registrar or related Paying Agent, as the case may be, to maintain, an office or agency at each Place of Payment for a Series where Securities of such Series may be presented or surrendered for payment and where such Securities may be surrendered for registration of transfer or exchange. The Corporate Trust Office of the Trustee shall be such office or agency of the Issuer, unless the Issuer shall designate and maintain some other office or agency for one or more of

such purposes. The Issuer will give prompt written notice to the Trustee of any change in the location of any such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Issuer hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

The Issuer may from time to time designate one or more other offices or agencies (in or outside of the Place of Payment) where the Securities of one or more Series may be presented or surrendered for any or all purposes specified above in this Section 902, and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency in the Place of Payment for each Series for such purposes. The Issuer will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such office or agency.

SECTION 903. Money for Securities Payments To Be Held in Trust.

If the Issuer shall at any time act as its own Paying Agent, it will, on or before each due date of the principal of (and premium, if any) or interest on any of the Securities, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal (and premium, if any) or interest so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided, and will promptly notify the Trustee of its action or failure so to act.

Whenever the Issuer shall have one or more Paying Agents for the Securities, it will, on or before each due date of the principal of (and premium, if any) or interest on any Securities, deposit with a Paying Agent a sum or, to the extent specified in the applicable Series Supplement, other consideration sufficient to pay the principal (and premium, if any) or interest so becoming due, such sum or other consideration to be held in trust for the benefit of the Persons entitled to such principal, premium or interest and (unless such Paying Agent is the Trustee) the Issuer will promptly notify the Trustee of such action or any failure so to act.

The Issuer will cause each Paying Agent other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section 903, that such Paying Agent will:

(a) hold all sums held by it for the payment of the principal of (and premium, if any) and interest on Securities in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;

(b) give the Trustee notice of any default by the Issuer (or any other obligor upon the Securities) in the making of any payment of principal (and premium, if any) or interest; and

(c) at any time during the continuation of any such default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Issuer may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Issuer Order direct any Paying Agent to pay, to the Trustee all sums and other consideration held in trust by the Issuer or such Paying Agent, such sums and other consideration to be held by the Trustee upon the same trusts as those upon which such sums and other consideration were held by the Issuer or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such sums and other consideration.

Except as otherwise provided in the Series Supplement, and subject to the Trust Indenture Legislation and other applicable laws, any money deposited with the Trustee or any Paying Agent, or then held by the Issuer, in trust for the payment of the principal of (and premium, if any) or interest on any Security and remaining unclaimed for two years (or such shorter period as may be specified in the applicable abandoned property statutes) after such principal (and premium, if any) or interest has become due and payable shall be paid to the Issuer on Issuer Request, or (if then held by the Issuer) shall be discharged from such trust; and the Holder of such Security shall thereafter, as an unsecured general creditor, look only to the Issuer for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuer as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such payment to the Issuer, may, at the expense of the Issuer, cause to be mailed to Holders of Securities notice that such consideration remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such mailing, any unclaimed balance of such consideration then remaining will be delivered or repaid to the Issuer.

SECTION 904. Statements as to Compliance.

The Company will deliver to the Trustee for each Series of Securities, within 120 days after the end of each fiscal year of Parent ending after the date hereof (or within such shorter time period as may be required by the Trust Indenture Legislation), a written statement signed by an officer or director of the Company stating that:

(a) a review of the activities of the Issuer and the Guarantors during such year and of performance under this Indenture has been made under his or her supervision; and

(b) to the best of his or her knowledge, based on such review, the Issuer and the Guarantors are in compliance with all of the conditions and covenants under this Indenture that, if not complied with, would constitute a Default or, if the Issuer or a Guarantor has not complied with one or more of such requirements, giving the particulars of its failure to comply.

For purposes of clause (b) of this Section 904, such compliance shall be determined without regard to any period of grace or requirement of notice provided under this Indenture.

SECTION 905. Limitations on Liens.

(a) Except as expressly provided in Section 905(b), Parent shall not, and shall not permit any Restricted Subsidiary to, create, assume or incur any Lien, securing any indebtedness for borrowed money, upon (x) any Principal Facility or (y) any shares of Capital Stock of any Restricted Subsidiary that owns a Principal Facility to the extent such shares are owned by Holdings or one or more of its Restricted Subsidiaries, in either case without making effective provision whereby all the Securities shall be secured with a Lien on such Principal Facility or such Capital Stock to the same extent and in the same proportion as the indebtedness for borrowed money secured by such Lien on such Principal Facility or such Capital Stock, so long as any such indebtedness for borrowed money shall be so secured; *provided, however*, that this Section 905 shall not be applicable to any of the following:

(i) Liens incurred in connection with the issuance by a governmental entity, state or political subdivision of any securities the interest on which is exempt from United States federal income taxes by virtue of Section 103 of the Code or any other laws and regulations in effect at the time of such issuance;

(ii) Liens existing on July 6, 2015;

(iii) Liens on property existing at the time Parent or any of its Restricted Subsidiaries acquires such property or existing on property of any Person that becomes a Subsidiary at the time such Person becomes a Subsidiary, including through a merger, amalgamation, share exchange or consolidation, or securing the payment of all or part of the purchase price of such property or to secure indebtedness incurred solely for the purpose of financing the acquisition of such property;

(iv) Liens securing indebtedness incurred to finance the development, construction, repair, alteration or improvement of such property incurred prior to, or within 180 days after the later of, the completion of development, construction, repair, alteration or improvement of such property and the commencement of full operation of such property; provided, however, that such Liens shall not apply to any other property of Parent or any Restricted Subsidiaries;

(v) Liens in favor of a U.S. federal, state or municipal governmental entity entered into for the purposes of reducing certain tax liabilities of Parent or its Subsidiaries, provided that Parent or such Subsidiary may upon not more than 120 days’ notice obtain title from such

governmental entity to such property free and clear of any Liens (other than Liens permitted by this Section 905(a)) by paying a nominal fee or the amount of any taxes (or any portion thereof) that would have otherwise been due and payable had such transaction not been terminated, by canceling issued bonds, if any, or otherwise terminating or unwinding such transaction;

(vi) Liens in favor of either Guarantor, the Issuer or any Restricted Subsidiary;

(vii) Liens required in connection with governmental programs which provide financial or tax benefits, as long as substantially all of the obligations secured are in lieu of or reduce an obligation that would have been secured thereby by a Lien permitted under this Section 905; and

(viii) Liens for the sole purpose of refunding, refinancing, exchanging, repaying, extending, renewing or replacing (including pursuant to any defeasance or discharge mechanism) in whole or in part the indebtedness secured by any Lien referred to in any of the foregoing clauses (i) through (vii) of this Section 905(a) (other than clause (vi)) or in this clause (viii).

(b) Parent or any of its Restricted Subsidiaries may create, assume or incur, or suffer to be created, assumed or incurred, Liens that would otherwise be subject to the restrictions set out in Section 905(a), without securing any Securities of any Series; provided that the aggregate value of all outstanding indebtedness secured thereby, plus the aggregate value of all Sale and Leaseback Transactions permitted by the provisions of Section 906, does not, at the time of such creation, assumption or incurrence, exceed the greater of (x) 10% of Parent's Consolidated Net Tangible Assets, and (y) 10% of Parent's Consolidated Capitalization.

(c) The certificate of a firm of independent public accountants shall be conclusive evidence as to the amount, at the date specified in such certificate, of net book value of any particular manufacturing plant or distribution facility, Consolidated Net Tangible Assets or Consolidated Capitalization, as the case may be.

SECTION 906. Sale and Leaseback Transactions.

Parent shall not, and shall not permit any Restricted Subsidiary to, enter into any Sale and Leaseback Transaction of any Principal Facility, unless:

(a) within 180 days of the effective date of such arrangement, an amount equal to the value of the property subject to the Sale and Leaseback Transactions is applied to the retirement of long-term, unsubordinated indebtedness for borrowed money which had a stated maturity of more than one year from the date of its creation (which may include the Securities);

(b) the sum of (1) the aggregate amount of all Attributable Debt then outstanding with respect to such Sale and Leaseback Transaction and (2) all Attributable Debt then outstanding under this clause (b) and all indebtedness secured by Liens pursuant to Section 905(b) would not, at the time such transaction is entered into, exceed the greater of (i) 10% of Parent's Consolidated Net Tangible Assets, and (ii) 10% of Parent's Consolidated Capitalization;

(c) such Sale and Leaseback Transaction exists on July 6, 2015 or at the time any Person that owns a Principal Facility becomes a Restricted Subsidiary;

(d) such Sale and Leaseback Transaction is entered into solely between Parent and any Subsidiary or between its Subsidiaries;

(e) such Sale and Leaseback Transaction is with a governmental authority that provides financial or tax benefits; or

(f) such Sale and Leaseback Transaction is entered into within 180 days after the initial acquisition of the Principal Facility subject to such Sale and Leaseback Transaction.

The term "value" shall, for the purpose of this Section 906 and Section 905(b), mean, with respect to a Sale and Leaseback Transaction, as of any particular time, the amount equal to the greater of (i) the net proceeds of the sale of the property leased pursuant to such Sale and Leaseback Transaction or (ii) the fair value of such property at the time of entering into such Sale and Leaseback Transaction, as determined by the Company in good faith. The certificate of a firm of independent public accountants shall be conclusive evidence as to the amount, at the date specified in such certificate, of net book value of any particular manufacturing plant or distribution facility, Consolidated Net Tangible Assets or Consolidated Capitalization, as the case may be.

SECTION 907. Payment of Additional Amounts

If specified in the Series Supplement in respect of a Series, the provisions of this Section 907 shall be applicable to such Series.

All payments made by the Issuer under or with respect to the Securities or a Guarantor under or with respect to its Guarantee will be made without withholding or deduction for or on account of any present or future tax, assessment or other governmental charge ("Taxes"), unless the withholding or deduction of such Taxes is then required by law. If any deduction or withholding for, or on account of, any Taxes imposed or levied by or on behalf of any jurisdiction in which the Issuer or the Guarantors are from time to time organized, engaged in business for tax purposes or resident for tax purposes or any political subdivision thereof or therein (each, a "Tax Jurisdiction") will at any time be required to be made from any payments made by the Issuer to a Holder under or with respect to the Securities or a Guarantor under or with respect to its Guarantee, the Issuer or such Guarantor, as applicable, will pay to such Holder such additional amounts ("Additional Amounts") as may be necessary so that the net amount received by such Holder (including the Additional Amounts) after such

withholding or deduction will not be less than the amount such Holder would have received if such Taxes had not been withheld or deducted; provided, that no Additional Amounts will be payable with respect to a payment to a Holder to the extent the related Taxes:

(a) arise by reason of a present or former connection between such Holder (or between a fiduciary, settlor, beneficiary, member of, shareholder of, or possessor of a power over that Holder, if that Holder is an estate, trust, partnership or corporation or any person other than the Holder to which that Security or any amount payable on that Security is attributable for the purpose of that Tax) and the relevant Tax Jurisdiction (or any province or territory thereof), other than a connection arising solely by reason of the acquisition, ownership or disposition of the Securities, the receipt of payments in respect of the Securities or Guarantee or the enforcement thereof;

(b) would not have been so withheld or deducted if the Security had been presented for payment within 30 days after the Issuer made available to such Holder a payment of principal in accordance with the terms of this Indenture, except to the extent that such Holder would have been entitled to Additional Amounts had the Note been presented on the last day of such 30 day period and there were no additional withholdings or deductions as a result of such late presentment;

(c) are in respect of any estate, inheritance, gift, transfer, excise, wealth, capital gains, personal property or similar Taxes;

(d) are imposed other than by withholding or deduction by us or a paying agent from the payment;

(e) arise from the failure of such Holder to comply with a timely request of the Issuer to provide information concerning such holder's nationality, residence, entitlement to treaty benefits, identity or connection with a Tax Jurisdiction or to make any timely or valid declaration or similar claim or satisfy any certification information or other reporting requirement, if and to the extent that due and timely compliance with such request would have reduced or eliminated such Taxes;

(f) arise as a result of the Holder not dealing at arm's length with the Issuer for the purposes of the Income Tax Act (Canada) or (ii) the Holder being a "specified shareholder" of the Issuer or a person who does not deal at arm's length with a specified shareholder of the Issuer for the purposes of the thin capitalization rule contained in subsection 18(4) of the Income Tax Act (Canada);

(g) are imposed in respect of any Holder that is not the sole beneficial owner of the Securities, or a portion of the Securities, or that is a fiduciary, partnership or limited liability company, but only to the extent that a beneficial owner with respect to the Holder, a beneficiary or settlor with respect to the

fiduciary, or a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of an Additional Amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(h) in the case of a payment made by a Guarantor, arise by reason of the Holder (or the beneficial owner for whose benefit such Holder holds such Security, or a fiduciary, settlor, beneficiary, member or shareholder of the Holder if the Holder is an estate, trust, partnership or corporation, or a person holding a power over an estate or trust administered by a fiduciary holder) being considered as:

(i) being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for U.S. income tax purposes or a corporation that has accumulated earnings to avoid U.S. federal income tax;

(ii) being or having been a "10-percent shareholder" of a Guarantor as defined in section 871(h)(3) of the Code or any successor provision; or

(iii) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business, as described in section 881(c)(3)(A) of the Code or any successor provision;

(i) are imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code; or

(j) arise by reason of any combination of clause (a) through (i) above of this Section 907.

Notwithstanding the foregoing or any other provision of this Indenture, any Additional Amounts payable to a Holder shall be equal to the lesser of (i) the Additional Amounts that would be required if the Holder was a resident of Canada for purposes of the *Income Tax Act* (Canada); and (ii) the Additional Amounts that would otherwise be payable to the Holder.

At least 10 days prior to each date on which any payment under or with respect to a Series is due and payable, if the Issuer will be obligated to pay Additional Amounts with respect to such payment, the Issuer will deliver to the Trustee an Officer's Certificate stating the fact that such Additional Amounts will be payable, stating the amounts so payable and will set forth such other information necessary to enable the Trustee, on behalf of the Issuer, to pay such Additional Amounts to Holders of such Series on the payment date. The Trustee will make such payments in the same manner as any other payments on such Series.

Whenever in this Indenture there is mentioned, in any context, the payment of principal (and premium, if any), Redemption Price, interest or any other amount payable under or with respect to any Security such mention shall be deemed to include mention of the payment of Additional Amounts provided for in this Section 907 to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof pursuant to the provisions of this Section 907 and express mention of the payment of Additional Amounts (if applicable) in any provisions hereof shall not be construed as excluding Additional Amounts in those provisions hereof where such express mention is not made (if applicable).

SECTION 908. Waiver of Certain Covenants.

The Issuer and the Guarantors may omit in any particular instance to comply with any covenant or condition set forth in Section 602, Section 904, Section 905 or Section 906 or, except as provided in Section 413, any and all additional or different covenants or conditions provided in the applicable Series Supplement (except as otherwise indicated therein), in each case, with respect to any Series of Securities to which such covenant or condition applies, if, before or after the time for such compliance, the Holders of the Outstanding Securities of such affected Series shall, by Holder Direction, waive such compliance in such instance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Issuer and the Guarantors and the duties of the Trustee in respect of any such covenant or condition shall remain in full force and effect for purposes of such Series.

ARTICLE TEN

REDEMPTION OF SECURITIES

SECTION 1001. Right of Redemption.

(a) The Securities of a Series may be redeemed, at the option of the Issuer, as a whole or from time to time in part, at any time, at the Redemption Price (together with accrued and unpaid interest to, but excluding, the Redemption Date) and subject to the other terms and conditions, if any, specified in such Security or the Series Supplement in respect of the Securities of such Series.

(b) In addition to any right of redemption provided in a Series Supplement, Securities of any Series may be redeemed, at the option of the Issuer at any time, in whole but not in part, at a Redemption Price equal to the principal amount thereof together with accrued and unpaid interest to, but not including, the Redemption Date, upon the giving of a notice as described below, if as a result of any change in, or amendment to, applicable laws (or any regulations or rulings

promulgated under applicable laws), or any change in, or amendment to, an official position regarding the application or interpretation of such laws, regulations or rulings (including a holding by a court of competent jurisdiction), which change or amendment is announced or becomes effective on or after June 23, 2015, or such alternate date as may be specified in the Series Supplement for such Series, the Issuer becomes or will become or a Guarantor becomes or will become obligated to pay Additional Amounts (based on a written opinion of independent counsel selected by the Issuer) with respect to Securities of such Series pursuant to Section 907.

SECTION 1002. Applicability of Article.

Redemption of Securities of any Series at the election of the Issuer or otherwise, as permitted or required by any provision of this Indenture or any Series Supplement in respect of the Securities of such Series, shall be made in accordance with such provision and this Article Ten; provided, however, that if any provision of any such Series Supplement shall conflict with any provision of this Article Ten, the provision of such Series Supplement shall govern.

SECTION 1003. Election to Redeem; Notice to Trustee.

The election of the Issuer to redeem any Securities of any Series shall be evidenced by an Officer's Certificate. In case of any redemption at the election of the Issuer of the Securities of any particular Series, the Issuer shall, at least 30 days (or, in the case of a redemption pursuant to Section 1001(b), at least 15 days) but not more than 60 days prior to the Redemption Date fixed by the Issuer (unless a shorter notice or longer notice, as applicable, shall be satisfactory to the Trustee) notify the Trustee of such Redemption Date, the applicable Series of Securities to be redeemed and the principal amount of such Securities to be redeemed.

SECTION 1004. Selection by Trustee of Securities to be Redeemed.

If less than all the Securities of a Series are to be redeemed, the particular Securities or portions thereof to be redeemed shall be selected by the Trustee from the Outstanding Securities of such Series not previously called for redemption, (a) on a pro rata basis (or as nearly as practicable) if the Securities are represented by physical certificates or (b) by lot or such other similar method in accordance with the procedures of the Depositary if the Securities are Global Securities, and the amounts to be redeemed may be equal to Cdn$1,000 (for Securities denominated in Canadian dollars) or the minimum denomination provided for in the applicable Series Supplement (for Securities that are denominated in Canadian dollars) or any integral multiple thereof.

The Trustee shall promptly notify the Issuer and the Security Registrar in writing of the Securities selected for redemption and, in the case of any Securities selected for partial redemption, the principal amount thereof to be redeemed.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to redemption of Securities shall relate, in the case of any Security redeemed or to be redeemed only in part, to the portion of the principal amount of such Security which has been or is to be redeemed.

SECTION 1005. Notice of Redemption.

Notice of redemption shall be mailed by first-class mail to each Holder of Securities of the Series to be redeemed, at its address appearing in the Security Register, or delivered electronically, in each case at least 30 but not more than 60 days prior to the Redemption Date; provided, however, that a notice redemption may be mailed more than 60 days prior to the Redemption Date if the notice is issued in connection with a defeasance of the Series to be redeemed or a satisfaction and discharge of the Indenture pursuant to Article Three.

All notices of redemption shall state:

(a) the Redemption Date;

(b) the Redemption Price;

(c) if less than all Outstanding Securities of a Series are to be redeemed, the identification (and, in the case of a Security to be redeemed in part, the respective principal amounts) of the particular Securities to be redeemed;

(d) that, on the Redemption Date, the Redemption Price will become due and payable upon each such Security or portion thereof, and that, unless the Issuer defaults in making such redemption payment, and that interest thereon, if any, shall cease to accrue on and after said date;

(e) the place or places where such Securities are to be surrendered for payment of the Redemption Price; and

(f) any conditions to redemption.

Notice of redemption of Securities to be redeemed at the election of the Issuer shall be given by the Issuer or, at the Issuer's written request, by the Trustee in the name and at the expense of the Issuer. Notice of any redemption of Securities in connection with a corporate transaction (including any equity offering, an incurrence of indebtedness or a transaction involving a change of control of Parent, the Company or the Issuer) may, at the Issuer's discretion, be given prior to the completion thereof and any such redemption or notice may, at the Issuer's discretion, be subject to one or more conditions precedent, including, but not limited to, completion of the related transaction. If such redemption or purchase is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the Redemption Date. In addition, the Issuer may provide in such notice that payment of the Redemption Price and performance of the Issuer's obligations with respect to such redemption may be performed by another Person.

Any inadvertent defect in a notice of redemption, including an inadvertent failure to give notice, to any Holder whose Securities are selected for redemption will not impair or affect the validity of the redemption of any the Securities of any other Holder that are to be redeemed.

SECTION 1006. Deposit of Redemption Price or Purchase Price.

On or prior to 10:00 a.m. Eastern Time on any Redemption Date or Purchase Date, the Issuer shall deposit or cause to be deposited with the Trustee or with a Paying Agent (or, if the Issuer is acting as its own Paying Agent, segregate and hold in trust as provided in Section 903) an amount of money sufficient to pay the Redemption Price or Purchase Price, as applicable, of, and (except if the Redemption Date or Purchase Date shall be an Interest Payment Date) any accrued and unpaid interest to, but excluding, the Redemption Date or Purchase Date, as applicable, on, all the Securities which are to be redeemed or repurchased on that date.

SECTION 1007. Securities Payable on Redemption Date.

Notice of redemption having been given as aforesaid, subject to any terms or conditions of such notice of redemption that are permitted by the Series Supplement in respect of such Securities, the Securities so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified and, from and after such date (unless the Issuer shall default in the payment of the Redemption Price and accrued and unpaid interest thereon, if any, that is payable to the Holder of such Securities in connection with such redemption), interest thereon shall cease to accrue on such Securities, which shall cease to bear interest. Upon surrender of any such Security for redemption in accordance with said notice, such Security shall be paid by the Issuer at the Redemption Price together with accrued and unpaid interest that is payable thereon, if any, to but excluding the Redemption Date; provided, however, that installments of interest whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant Regular Record Dates according to the terms and the provisions of Section 209.

If any Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal thereof (and premium, if any, thereon) shall, until paid, bear interest from the Redemption Date at a rate per annum equal to the rate borne by the Security or, in the case of Discount Securities or Linked Securities, at the rate provided therefor in the Series Supplement.

SECTION 1008. Securities Redeemed in Part.

Any Security which is to be redeemed only in part shall be surrendered at the office or agency of the Issuer maintained for such purpose pursuant to Section 902 (with, if the Issuer, the Security Registrar or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Issuer, the Security Registrar or the Trustee duly executed by, the Holder thereof or its attorney duly authorized in

writing), and the Issuer shall execute, and, upon Issuer Order, the Trustee shall authenticate and deliver to the Holder of such Security, without service charge, a replacement Security or Securities, of any authorized denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Security so surrendered.

SECTION 1009. Securities Purchased in Part.

Any Security that is to be purchased only in part shall be surrendered to the Paying Agent at the office of the Paying Agent or to the office or agency referred to in Section 902 (with, if the Issuer or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the Issuer shall execute and, upon Issuer Order, the Trustee shall authenticate and deliver to the Holder of such Security, without service charge, a replacement Security or Securities, of any authorized denomination as requested by such Holder in an aggregate principal amount equal to, and in exchange for, the principal amount of the Security so surrendered that is not purchased.

SECTION 1010. Acquisition by Means Other Than Redemption.

For avoidance of doubt, the Issuer may purchase or otherwise acquire, at any time or from time to time, Securities of any Series by means other than a redemption, whether pursuant to an offer to purchase, open market purchase, private contract or otherwise, at such prices as the Issuer may determine in its sole discretion.

ARTICLE ELEVEN

MEETINGS OF HOLDERS OF SECURITIES

SECTION 1101. Purposes for Which Meetings May Be Called.

A meeting of Holders of Securities of any Series may be called at any time and from time to time pursuant to this Article Eleven to make, give or take any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be made, given or taken by Holders of Securities of such Series.

SECTION 1102. Call, Notice and Place of Meetings.

(a) Upon receiving the necessary funding and indemnity required by Section 503(i), the Trustee may at any time call a meeting of Holders of Securities of any Series for any purpose specified in Section 1101, to be held at such time and at such place in Toronto, Ontario as the Trustee shall determine. Notice of every meeting of Holders of Securities of any Series, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be given, in the manner provided in Section 107, not less than 20 nor more than 180 days prior to the date fixed for the meeting; provided that the Trustee shall have no obligation to call any meeting if it is not funded and indemnified to its reasonable satisfaction against its costs, expenses and liabilities associated therewith.

(b) In case at any time the Issuer, pursuant to written notice to the Trustee, or the Holders of at least 10% in principal amount of the Outstanding Securities of any Series shall have requested the Trustee to call a meeting of the Holders of Securities of such Series for any purpose specified in Section 1101, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have made the first publication of the notice of such meeting within 30 days of such request or shall not thereafter proceed to cause the meeting to be held as provided herein, then the Issuer or the Holders of Securities of such Series in the amount above specified, as the case may be, may determine the time and the place in Toronto, Ontario for such meeting and may call such meeting for such purposes by giving notice thereof as provided in paragraph (a) of this Section 1102.

SECTION 1103. Persons Entitled to Vote at Meetings.

To be entitled to vote at any meeting of Holders of Securities of any Series, a Person shall be (a) a Holder of one or more Outstanding Securities of such Series; or (b) a Person appointed by an instrument in writing as proxy for a Holder or Holders of one or more Outstanding Securities of such Series by such Holder or Holders. The only Persons who shall be entitled to be present or to speak at any meeting of Holders of Securities of any Series shall be the Persons entitled to vote at such meeting and their counsel, any representatives of the Trustee and its counsel and any representatives of the Issuer and its counsel.

SECTION 1104. Quorum; Action.

The Persons entitled to vote a majority in principal amount of the Outstanding Securities of a Series shall constitute a quorum for a meeting of Holders of Securities of such Series. In the absence of a quorum within 30 minutes of the time appointed for any such meeting, the meeting shall, if convened at the request of Holders of Securities of such Series, be dissolved. In any other case, the meeting may be adjourned for a period of not less than 10 days as determined by the chairman of the meeting prior to the adjournment of such meeting. In the absence of a quorum at any such adjourned meeting, such adjourned meeting may be further adjourned for a period of not less than 10 days as determined by the chairman of the meeting prior to the adjournment of such adjourned meeting. Subject to Section 1105(d), notice of the reconvening of any adjourned meeting shall be given as provided in Section 1102(a), except that such notice need be given only once not less than five days prior to the date on which the meeting is scheduled to be reconvened. Notice of the reconvening of an adjourned meeting shall state expressly that Persons entitled to vote a majority in principal amount of the Outstanding Securities of such Series shall constitute a quorum.

Except as limited by the proviso to Section 802, any resolution presented to a meeting or adjourned meeting duly reconvened at which a quorum is present as aforesaid may be adopted by the affirmative vote of the Holders of a majority in principal amount of the Outstanding Securities of that Series; provided, however, that except as limited by the proviso to Section 802, any resolution with respect to any request, demand, authorization, direction, notice, consent, waiver or other action which this Indenture expressly provides may be made, given or taken by the Holders of a specified percentage which is less than a majority in principal amount of the Outstanding Securities of a Series may be adopted at a meeting or an adjourned meeting duly reconvened and at which a quorum is present as aforesaid by the affirmative vote of the Holders of such specified percentage in principal amount of the Outstanding Securities of that Series. Any resolution passed or decision taken at any meeting of Holders of Securities of any Series duly held in accordance with this Section 1104 shall be binding on all the Holders of Securities of such Series, whether or not present or represented at the meeting.

SECTION 1105. Determination of Voting Rights; Conduct and Adjournment of Meetings.

(a) Notwithstanding any other provision of this Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of Holders of Securities of any Series in regard to proof of the holding of Securities of such Series and of the appointment of proxies and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem appropriate. Except as otherwise permitted or required by any such regulations, the holding of Securities shall be proved in the manner specified in Section 105 and the appointment of any proxy shall be proved in the manner specified in Section 105. Such regulations may provide that written instruments appointing proxies, regular on their face, may be presumed valid and genuine without the proof specified in Section 105 or other proof.

(b) The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Issuer or by Holders of Securities as provided in Section 1102(b), in which case the Issuer or the Holders of Securities of the Series calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the Persons entitled to vote a majority in principal amount of the Outstanding Securities of such Series as are represented in person or by proxy at the meeting.

(c) At any meeting, each Holder of a Security of such Series or a proxy thereof shall be entitled to one vote for each $1,000 principal amount of Securities of such Series held or represented by such Holder as determined in accordance with Section 116; provided, however, that no vote shall be cast or counted at any meeting in respect of any Security challenged as not Outstanding and ruled by the chairman of the meeting to be not Outstanding. The chairman of the meeting shall have no right to vote, except as a Holder of a Security of such Series or a proxy thereof.

(d) Any meeting of Holders of Securities of any Series duly called pursuant to Section 1102 at which a quorum is present may be adjourned from time to time by Persons entitled to vote a majority in principal amount of the Outstanding Securities of such Series represented in person or by proxy at the meeting; and the meeting may be held as so adjourned without further notice.

SECTION 1106. Counting Votes and Recording Action of Meetings.

The vote upon any resolution submitted to any meeting of Holders of Securities of any Series shall be by written ballots on which shall be subscribed the signatures of the Holders of Securities of such Series or of their representatives by proxy and the principal amounts and, if appropriate, the serial numbers of the Outstanding Securities of such Series held or represented by them. The permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in triplicate of all votes cast at the meeting. A record, at least in triplicate, of the proceedings of each meeting of Holders of Securities of any Series shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more Persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was given as provided in Section 1102 and, if applicable, Section 1104. Each copy shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one such copy shall be delivered to the Issuer, and another to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting. Any record so signed and verified shall be conclusive evidence of the matters therein stated.

ARTICLE TWELVE

GUARANTEES

SECTION 1201. Guarantees.

On the date hereof, each of the Guarantors shall execute, and deliver to the Trustee a guarantee agreement, substantially in the form attached hereto as Exhibit A, providing for its guarantee, on a joint and several basis, of the obligations of the Issuer under this Indenture and the Securities.

SECTION 1202. Release of Guarantor.

(a) A Guarantor shall be automatically and unconditionally released, discharged and relieved from all of its obligations under its Guarantee and this Indenture, and such Guarantee shall be terminated and be of no further force or effect, and no further action by such Guarantor, the Issuer or the Trustee shall be required for such release, discharge and termination, in any of the following circumstances:

(i) upon (A) the Issuer’s election to defease its obligations pursuant to Section 301 or the Issuer’s obligations under this Indenture being discharged in accordance with Section 304 and, (B) in either case, such Guarantor delivering to the Trustee an Officer’s Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such defeasance or discharge have been complied with;

(ii) upon such Guarantor consolidating or amalgamating with or merging into a Successor Purchaser or conveying, transferring or leasing all or substantially all of its assets to a Successor Purchaser, each in accordance with Section 701; or

(iii) as provided for in any Series Supplement.

(b) The release and termination referred to in Section 1202(a)(ii) shall take effect immediately prior to the assumption by such Successor Purchaser of such Guarantor's obligations under this Indenture in accordance with Section 701(b).

(c) At the written request of the Issuer, the Trustee shall execute and deliver any documents reasonably required in order to evidence such release, discharge and termination in respect of the applicable Guarantee.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed all as of the day and year first above written.

KRAFT CANADA INC.,
as Issuer

By: /s/ James Liu
Name: James Liu
Title: Treasurer

THE KRAFT HEINZ COMPANY,
as Guarantor

By: /s/ Fabio Spina
Name: Fabio Spina
Title: Attorney-In-Fact for Paulo Basilo,
Vice President, Chief Financial Officer and Secretary

KRAFT HEINZ FOODS COMPANY,
as Guarantor

By: /s/ James Liu
Name: James Liu
Title: Global Treasurer

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Trustee

By: /s/ Patricia Wakelin
Name: Patricia Wakelin
Title: Corporate Trust Officer

By: /s/ Charles Cuschieri
Name: Charles Cuschieri
Title: Associate Trust Officer

EXHIBIT A

FORM OF GUARANTEE AGREEMENT

[see attached]

Exhibit 4.10

KRAFT CANADA INC.,
as Issuer of the Securities

and

THE GUARANTORS NAMED HEREIN,
as Guarantors

and

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Trustee

FIRST SUPPLEMENTAL INDENTURE

Dated as of July 6, 2015

to

INDENTURE

Dated as of July 6, 2015

Floating Rate Senior Notes due 2018

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FIRST SUPPLEMENTAL INDENTURE dated as of July 6, 2015 (this "Supplemental Indenture"), among Kraft Canada Inc., a corporation existing under the federal laws of Canada (hereinafter called the "Issuer"), The Kraft Heinz Company, a corporation existing under the laws of the State of Delaware ("Parent"), as guarantor, Kraft Heinz Foods Company, a corporation existing under the laws of the Commonwealth of Pennsylvania (the "Company"), as guarantor, and Computershare Trust Company of Canada, a trust company existing and licensed under the federal laws of Canada, as trustee (hereinafter called the "Trustee").

WHEREAS the Issuer, Parent, the Company and the Trustee are parties to an indenture dated as of July 6, 2015 (as the same may from time to time be supplemented or amended (other than by a Series Supplement), the "Indenture");

WHEREAS the Issuer, Parent, the Company and the Trustee are concurrently with this Supplemental Indenture entering into (i) a Series Supplement dated as of the date hereof pursuant to which the Issuer will be issuing Cdn$500,000,000 aggregate principal amount of Floating Rate Senior Notes due 2020; and (ii) a Series Supplement dated as of the date hereof pursuant to which the Issuer will be issuing Cdn$300,000,000 aggregate principal amount of 2.70% Senior Notes due 2020;

WHEREAS Article Two and Section 801 of the Indenture provide, among other things, that, without the consent of any Holders, the Issuer, the Guarantors and the Trustee may enter into a supplement to the Indenture for the purposes of establishing the form, terms and conditions applicable to the Securities of any Series which the Issuer wishes to issue under the Indenture;

WHEREAS the Issuer desires to establish the form, terms and conditions of a Series of Securities and has requested that the Trustee execute and deliver this Supplemental Indenture for such purpose; and

WHEREAS the establishment of the Floating Rate Senior Notes due 2018 of the Issuer (the "Notes") with the form, terms and conditions as hereinafter set forth, has been authorized by a Board Resolution of the Issuer;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties hereto agree, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101. Definitions.

Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

"Below Investment Grade Rating Event" means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); provided that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred with respect to a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprising or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

"Change of Control" means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger, amalgamation, consolidation or other business combination transaction), in one or a series of related transactions, of all or substantially all of the properties or assets of Parent and its Subsidiaries taken as a whole to any Person or group of related Persons for purposes of Section 13(d) of the Exchange Act other than to the Company or one of its wholly-owned Subsidiaries or one or more Permitted Holders; (2) the approval by the holders of common stock of Parent of any plan or proposal for the liquidation or dissolution of Parent (whether or not otherwise in compliance with the provisions of the Indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or Group becomes the beneficial owner (as defined in Rules 13d-3 (without giving effect to the proviso in clause (d) (1)(i) thereof) and 13d-5 under the Exchange Act as in effect on the Issue Date), directly or indirectly, of more than 50% of the then-outstanding number of shares of the voting stock of Parent; or (4) Parent ceasing to own, directly or indirectly, 100% of the issued and outstanding shares of voting stock of the Company or the Issuer.

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"Guarantor" means either Parent or the Company, as applicable, in each case until a Successor Purchaser replaces it in accordance with Section 702 of the Indenture and, thereafter, means such Successor Purchaser.

"Indenture" has the meaning set forth in the recitals of this Supplemental Indenture.

"Interest Determination Date" means, in respect of any Interest Period, the first day of such Interest Period.

"Interest Period" means the period commencing on any Interest Payment Date (or, with respect to the initial Interest Period only, commencing on July 6, 2015) to but excluding the next succeeding Interest Payment Date, and in the case of the last such period, from and including the Interest Payment Date immediately preceding the Maturity Date to but excluding such Maturity Date.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P.

"Issue Date" means July 6, 2015, the initial issue date of the Notes.

"Issuer" means the Person named as the "Issuer" in the first paragraph of this Supplemental Indenture, until a successor Person shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Issuer" shall mean such successor Person. To the extent necessary to comply with the requirements of the provisions of the Trust Indenture Legislation as they are applicable to the Issuer, the term "Issuer" shall include any other obligor with respect to the Notes for the purposes of complying with such provisions.

"Merger Agreement" means the Agreement and Plan of Merger, dated as of March 24, 2015, among Parent, Kite Merger Sub Corp., Kite Merger Sub LLC and Kraft Foods Group, Inc. ("Kraft"), as may be amended, supplemented or otherwise modified, pursuant to which Kite Merger Sub Corp. will merge with and into Kraft (the "Merger"), with Kraft surviving the Merger as a wholly owned Subsidiary of Parent. Immediately following the effective time of the Merger, (1) Kraft will be merged with and into Kite Merger Sub LLC, with Kite Merger Sub LLC surviving the merger as a wholly owned subsidiary of Parent, and (2) Parent will effect a series of transactions after which Kite Merger Sub LLC will merge with and into the Company, with the Company surviving (the "Final Merger").

"Modified Following Business Day" means, with respect to any date, the next Business Day immediately following such date; provided, however, that if such date is not the Maturity Date and the next Business Day following such date is in the next succeeding calendar month, "Modified Following Business Day" shall instead mean the Business Day immediately preceding such date.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Notes" has the meaning set forth in the recitals of this Supplemental Indenture For the avoidance of doubt, "Notes" shall include the Additional Notes, if any.

"Permitted Holders" means, collectively, (1) 3G Capital, Inc., and each of its Affiliates but not including, however, any portfolio companies of any of the foregoing, (2) Berkshire Hathaway, Inc., and each of its Affiliates but not including, however, any portfolio companies of any of the foregoing, (3) any one or more Persons, together with such Persons' Affiliates, whose beneficial ownership constitutes or results in a Change of Control in respect of which a Change of Control Offer is made in accordance with the

requirements of Article Five, (4) the members of management of Parent (or any parent entity of Parent) or its Subsidiaries who are holders of capital stock of Parent or of any parent entity of Parent on the Issue Date, (5) any Person who is acting solely as an underwriter in connection with a public or private offering of capital stock of any parent entity of Parent or Parent, acting in such capacity, and (6) any Group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; provided that, in the case of such Group and without giving effect to the existence of such Group or any other Group, the Persons referred to in clauses (1) through (4) above collectively have beneficial ownership of more than 50% of the total voting power of the voting stock of Parent or any of its direct or indirect parent entities of Parent held by such Group.

"Rate Determination Time" means, with respect to any Interest Determination Date, 10:00 a.m. (Toronto time); provided that, if fewer than three bid rates of interest for Canadian dollar bankers' acceptances with maturities of three months appear on the Reuters Screen CDOR Page at 10:00 a.m. (Toronto time) on such Interest Determination Date, the Issuer may, in its sole discretion, elect to use a time after 10:00 a.m. (Toronto time), but not later than 11:15 a.m. (Toronto time), as the "Rate Determination Time" for such Interest Determination Date.

"Rating Agencies" means (1) each of Moody's and S&P; and (2) if either of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company (as certified by a resolution of the Board of Directors of the Company) as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"Reuters Screen CDOR Page" means the display designated as page "CDOR" on the Reuters Monitor Money Rates Service (or such other page as may replace the CDOR page on that service) for purposes of displaying Canadian dollar bankers' acceptance rates.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or any successor to the rating agency business thereof.

"Three-Month CDOR Rate" means, with respect to any Interest Determination Date, the rate per annum as determined by the Company and notified in writing to the Trustee, equal to (a) the arithmetic average of the bid rates of interest for Canadian dollar bankers' acceptances with maturities of three months, as expressed on the Reuters Screen CDOR Page at the Rate Determination Time on such Interest Determination Date, if three or more such bid rates appear on such Reuters Screen CDOR Page at such Rate Determination Time, or (b) if fewer than three such bid rates appear on the Reuters Screen CDOR Page at such Rate Determination Time, or the Reuters Screen CDOR Page is unavailable, the arithmetic average of the bid rates of interest for Canadian dollar bankers' acceptances with maturities of three months, in a principal amount equal to not less than Cdn$1,000,000 and that is representative of a single transaction in the market at

such time, by the principal Toronto office of three of the five largest Schedule I banks (as defined in the *Bank Act* (Canada)) in the Canadian interbank market selected by the Issuer at the Rate Determination Time on such Interest Determination Date.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this Supplemental Indenture, until a successor shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Trustee" shall mean such successor Trustee.

SECTION 102. Other Definitions.

DEFINED TERM	DEFINED IN SECTION
Additional Notes	301
Change of Control Offer	401(a)
Change of Control Payment Date	501(b)
Maturity Date	301
Redemption Notice Date	304
Special Mandatory Redemption	304
Special Mandatory Redemption Date	304
Special Mandatory Redemption Event	304
Special Mandatory Redemption Price	304

SECTION 103. Effect of Supplemental Indenture.

Upon the execution and delivery of this Supplemental Indenture by the Issuer, the Guarantors and the Trustee, the Indenture shall be supplemented and amended in accordance herewith, and this Supplemental Indenture shall form a part of the Indenture for all purposes; *provided*, *however*, that except as otherwise provided herein, the provisions of this Supplemental Indenture shall be applicable, and the Indenture is hereby supplemented and amended as specified herein, solely with respect to the Notes and not with respect to any other Securities previously issued or to be issued under the Indenture. In the event of a conflict between any provisions of the Indenture and this Supplemental Indenture, the relevant provision or provisions of this Supplemental Indenture shall govern.

SECTION 104. Indenture Remains in Full Force and Effect.

Except as supplemented or amended hereby, all other provisions in the Indenture, to the extent not inconsistent with the terms and provisions of this Supplemental Indenture, shall remain in full force and effect.

SECTION 105. Incorporation of Indenture.

All the provisions of this Supplemental Indenture shall be deemed to be incorporated in, and made a part of, the Indenture; and the Indenture, as supplemented and amended by this Supplemental Indenture, shall be read, taken and construed as one and the same instrument; *provided*, *however*, that the provisions of this Supplemental Indenture are expressly and solely for the benefit of the Holders of the Notes.

SECTION 106. Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

SECTION 107. Effect of Headings and Table of Contents.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof. Unless otherwise expressly specified, references in this Supplemental Indenture to specific Article numbers or Section numbers refer to Articles and Sections contained in this Supplemental Indenture, and not the Indenture or any other document.

SECTION 108. Successors and Assigns.

All covenants and agreements in this Supplemental Indenture by the Issuer and the Guarantors shall bind their respective successors and permitted assigns (if any), whether so expressed or not. All covenants and agreements of the Trustee in this Supplemental Indenture shall bind its successors and permitted assigns (if any), whether so expressed or not.

SECTION 109. Separability Clause.

In case any provision in this Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 110. Benefits of Supplemental Indenture.

Nothing in this Supplemental Indenture or in the Notes, express or implied, shall give to any Person (other than the parties hereto, any Paying Agent and any Security Registrar, and their successors hereunder, and the Holders) any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture or in respect of the Notes.

SECTION 111. Governing Law.

This Supplemental Indenture and the Notes shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein except with respect to any obligations of a Guarantor under its Guarantee, which shall be governed by and construed in accordance with the laws of the State of New York. This Supplemental Indenture shall, to the extent applicable, be subject to the provisions of Trust Indenture Legislation that are required or deemed to be part of this Supplemental Indenture and shall, to the extent applicable, be governed by such provisions.

ARTICLE TWO

FORM OF THE NOTES

SECTION 201. Forms Generally.

The Notes and the Trustee's certificate of authentication shall be in substantially the forms set forth in this Article, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Supplemental Indenture, or as may reasonably be required by the Depositary and are not prejudicial to the beneficial holders of the Notes, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or as may, consistently herewith, be determined by the officers executing such Notes, as evidenced by their execution of the Notes (but which shall not affect the rights or duties of the Trustee). Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes shall be printed, lithographed or engraved or produced by any combination of these methods or may be produced in any other manner permitted by the rules of the Depositary or any securities exchange on which the Notes may be listed, all as determined by the officers executing such Notes, as evidenced by their execution of such Notes.

The Notes shall be in registered form and shall initially be registered in the name of the Depositary or its nominee. The Notes shall be issued initially as Book-Entry Securities in the form of one or more Global Securities substantially in the form set forth in this Article delivered to the Depositary or a nominee thereof as custodian therefor and held by the Depositary or a nominee thereof for the applicable Clearing Agency

Participants, and duly executed by the Issuer and authenticated by the Trustee as provided in Section 204. The Depositary for such Global Securities shall be CDS. The aggregate principal amount of the Global Securities may from time to time be increased or decreased by adjustments made on the records of the Depositary or its nominee, or of the Trustee, as custodian for the Depositary or its nominee, as hereinafter provided.

SECTION 202. Form of Face of Note.

The Notes are to be substantially in the form provided for in this Section 202 and in Section 203 and the Trustee's certificate of authentication to be endorsed on the Notes to be substantially in the form provided for in Section 204:

[Note: Insert if CDS is Depositary – UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO KRAFT CANADA INC. OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), **ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.]

[Note: Insert if a Global Security – THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE BASE INDENTURE (HEREINAFTER REFERRED TO). THIS NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE BASE INDENTURE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO THE INDENTURE, (II) THIS NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 207(B) OF THE BASE INDENTURE, (III) THIS NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 211 OF THE BASE INDENTURE AND (IV) EXCEPT AS OTHERWISE PROVIDED IN SECTION 207(B) OF THE BASE INDENTURE, THIS NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY (X) BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, (Y) BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR (Z) BY THE DEPOSITARY OR ANY NOMINEE TO A SUCCESSOR DEPOSITARY OR TO A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.]

EXCEPT IN THE PROVINCE OF MANITOBA, UNLESS OTHERWISE PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS NOTE MUST NOT TRADE THE NOTE BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (I) JULY 6, 2015, AND (II) THE DATE THE ISSUER BECOMES A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY OF CANADA. IN THE PROVINCE OF MANITOBA, UNLESS OTHERWISE PERMITTED UNDER APPLICABLE CANADIAN SECURITIES LEGISLATION OR WITH THE PRIOR WRITTEN CONSENT OF THE APPLICABLE REGULATORS, THE HOLDER OF THIS NOTE MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS TWELVE MONTHS AND A DAY AFTER THE DATE THE PURCHASER ACQUIRED THE SECURITY.

KRAFT CANADA INC.

FLOATING RATE SENIOR NOTES DUE 2018

No. n CUSIP: n

$n ISIN: n

Kraft Canada Inc., a corporation organized under the federal laws of Canada (herein called the "Issuer", which term includes any successor entity under the Indenture hereinafter referred to), for value received, hereby promises to pay to [CDS & Co.][n] or registered assigns, the principal sum of Canadian dollars (or such other amount that may from time to time be indicated on the records of the Depositary as the result of increases or decreases by adjustments made on the records of the Depositary, in accordance with the rules and procedures of the Depositary) on July 6, 2018, at the office or agency of the Issuer referred to below, and to pay interest thereon in arrears, on January 6, April 6, July 6 and October 6 of each year (or, if such date is not a Business Day, the Modified Following Business Day (each such date, an "Interest Payment Date")) commencing on October 6, 2015, which interest shall accrue from and including July 6, 2015 or, if interest has already been paid or duly provided for, from and including the most recent Interest Payment Date to which interest has been paid or duly provided for, to, but excluding, the next succeeding Interest Payment Date, at a per annum rate for the applicable Interest Period equal to the Three-Month CDOR Rate, determined on the Interest Determination Date for such Interest Period, plus 0.80% per annum, until the principal hereof is paid or duly provided for. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the tenth (10th) Business Day immediately preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and

may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Default Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Notes not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and interest on this Note will be made at the office or agency of the Issuer maintained for that purpose in the City of Toronto (which initially shall be the Corporate Trust Office of the Trustee), and if the Issuer shall designate and maintain an additional office or agency for such purpose, also at such additional office or agency, in Canadian dollars; *provided*, *however*, that payment of interest may be made at the option of the Issuer by check mailed to the address of the Person entitled thereto as such address shall appear on the Security Register; *provided*, *further*, that all payments of the principal of (and premium, if any) and interest on Notes, the Holders of which have given wire transfer instructions to the Issuer or the Paying Agent at least 10 Business Days prior to the applicable payment date and hold at least Cdn$1,000,000 in principal amount of Notes, will be required to be made by wire transfer of immediately available funds to the accounts specified by such Holders in such instructions. Any such wire transfer instructions received by the Issuer or the Paying Agent shall remain in effect until revoked by such Holder. Notwithstanding the foregoing, the final payment of principal shall be payable only upon surrender of this Note to the Paying Agent.

For any Interest Period or interim period, interest on this Note shall be computed on the basis of a 365-day year, based on the actual number of days elapsed in the period.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been duly executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

Dated:

KRAFT CANADA INC.

by _____
Name:
Title:

_____
Name:
Title:

SECTION 203. Form of Reverse of Note.

This Note is one of a duly authorized issue of securities of the Issuer designated as its Floating Rate Senior Notes due 2018 (herein called the "Notes"), which may be issued under an indenture (as the same may from time to time be supplemented or amended (other than by a Series Supplement), herein called the "Base Indenture") dated as of July 6, 2015 among the Issuer, The Kraft Heinz Company, a Delaware corporation ("Parent"), as guarantor, Kraft Heinz Foods Company, a Pennsylvania corporation (the "Company"), as guarantor, and Computershare Trust Company of Canada, as trustee (herein called the "Trustee", which term includes any successor trustee thereunder), as supplemented and amended by the First Supplemental Indenture dated as of July 6, 2015 among the Issuer, Parent, the Company (together with Parent, the "Guarantors"), and the Trustee (herein called the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), to which the Indenture reference is hereby made for a statement of the respective rights, limitations of rights, duties, obligations and immunities thereunder of the Issuer, the Guarantors, the Trustee and the Holders of the Notes, and of the terms upon which the Notes are, and are to be, authenticated and delivered.

On or before each Interest Payment Date, the Issuer shall deliver or cause to be delivered to the Trustee or the Paying Agent an amount in Canadian dollars sufficient to pay the amount due on such payment date.

Payment of Additional Amounts

Section 907 of the Base Indenture shall be applicable to the Notes.

Redemption for Tax Reasons

The Notes will be subject to redemption, at the option of the Issuer, pursuant to Section 1001(b) of the Base Indenture.

Optional Redemption

The Notes may not be redeemed at the option of the Issuer pursuant to Section 1001(a) of the Base Indenture.

Special Mandatory Redemption

The Notes are subject to Special Mandatory Redemption, as described in Section 304 of the Supplemental Indenture.

Events of Default

If an Event of Default (other than an Event of Default described in Section 401(d) or 401(e) of the Base Indenture) with respect to the Notes shall occur and be continuing, then either the Trustee or the Holders of not less than 25% in principal amount of the Notes then Outstanding may declare the entire principal amount of the Notes due and payable in the manner and with effect provided in the Base Indenture. If an Event of Default specified in Section 401(d) or 401(e) of the Base Indenture occurs, then principal amount of the Notes shall ipso facto become and be immediately due and payable in the manner and with the effect provided in the Base Indenture without any declaration or other act by the Trustee or any Holder.

Amendment and Waiver

Without notice to or the consent of the Holders of the Notes, the Indenture and the Notes may be amended, supplemented or otherwise modified by the Issuer, the Guarantors, as applicable, and the Trustee as provided in the Indenture. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the Guarantors and the rights of the Holders under the Indenture at any time by the Issuer, the Guarantors (as applicable) and the Trustee with the approval of the Holders of more than 50% of the principal amount of the Notes at the time Outstanding voted at a meeting or the written consent of Holders of more than 50% of the principal amount the Notes at the time Outstanding. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Notes at the time Outstanding, on behalf of the Holders of all the Notes, to waive compliance with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by or on behalf of the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of (and premium, if any) and interest on this Note at the times, place, and rate, and in the coin or currency, herein prescribed.

Transfer, Registration and Exchange

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable on the Security Register, upon surrender of this Note for registration of transfer at the Corporate Trust Office of the Trustee or any other office or agency of the Issuer designated pursuant to the Indenture duly endorsed by, or

accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Security Registrar duly executed by, the Holder hereof or its attorney duly authorized in writing, and thereupon one or more replacement Notes of any authorized denomination or denominations, of a like aggregate principal amount and containing identical terms and provisions, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of Cdn$1,000 or any integral multiple thereof.

No service charge shall be made for any registration of transfer or exchange or redemption of Notes, but the Issuer may require payment of a sum sufficient to pay all documentary, stamp or similar issue or transfer taxes or other governmental charges payable in connection with any registration of transfer or exchange.

Prior to the time of due presentment of this Note for registration of transfer, the Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes except as otherwise provided, whether or not this Note be overdue, and neither the Issuer, the Trustee nor any agent shall be affected by notice to the contrary.

All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture. In the event of a conflict between the terms of the Notes and the terms of the Indenture, the terms of the Indenture shall prevail.

SECTION 204. Form of Trustee's Certificate of Authentication.

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the within-mentioned First Supplemental Indenture.

COMPUTERSHARE TRUST COMPANY OF CANADA
as Trustee

By: _____
Name:
Title:

Dated: _____

ARTICLE THREE

THE NOTES

SECTION 301. Title and Terms.

The Notes shall be known and designated as the "Floating Rate Senior Notes due 2018" of the Issuer. The entire unpaid principal amount of each Note shall become due and payable to the Holder thereof on July 6, 2018 (the "Maturity Date"). Interest shall accrue on the aggregate unpaid principal amount of each Note at an annual rate of interest for the applicable Interest Period equal to the Three-Month CDOR Rate plus 0.80% per annum from July 6, 2015 or, if interest has been paid or duly provided for, the most recent Interest Payment Date to which interest has been paid or duly provided for. Such interest shall be payable quarterly on January 6, April 6, July 6 and October 6 of each year (or, if such date is not a Business Day, the Modified Following Business Day (each such date, an Interest Payment Date for purposes of this Supplemental Indenture)), commencing on October 6, 2015 until the principal thereof is paid or duly provided for. Interest on the Notes shall be payable in arrears. The Regular Record Date for the interest payable on any Interest Payment Date shall be the tenth (10th) Business Day immediately preceding such Interest Payment Date.

An unlimited aggregate principal amount of the Notes may be authenticated and delivered under this Supplemental Indenture (of which Cdn$200,000,000 is being issued, authenticated and delivered on the date hereof), including Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Section 204, 205, 206, 207, 208, 806, 1008 or 1009 of the Indenture and Section 502 hereof. Additional Notes ranking *pari passu* with the Notes issued on the date hereof may be created and issued under the Indenture from time to time by the Issuer without notice to or consent of the Holders, subject to the Issuer complying with any applicable provision of the Indenture ("Additional Notes"). Any Additional Notes created and issued shall have the same terms and conditions as the Notes issued on the date hereof, except for their date of issue, issue price and, if applicable, offering price and first Interest Payment Date. Any Additional Notes having such similar terms, together with the Notes issued on the date hereof, shall constitute a single series of Notes under the Indenture. No Additional Notes may be issued if an Event of Default has occurred with respect to the Notes.

The Notes shall be unsecured, unsubordinated obligations of the Issuer ranking *pari passu* with any other present or future unsecured, unsubordinated obligations of the Issuer.

The Notes shall be denominated in, and all principal of, and interest and premium (if any) on, the Notes shall be payable in Canadian dollars.

The Issuer will, on each Interest Determination Date, determine the Three-Month CDOR Rate for the applicable Interest Period and notify the Trustee of such applicable Three-Month CDOR Rate. All percentages resulting from any calculation of the interest

rate on the Notes will be rounded to the nearest one hundred-thousandth of a percentage point with five one millionths of a percentage point rounded upwards, and all Canadian dollar amounts used in or resulting from such calculation on the Notes will be rounded to the nearest cent (with one-half cent being rounded upward). Each calculation of the interest rate on the Notes by the Issuer will (in the absence of manifest error) be final and binding on the Holders and the Trustee. Upon request from any Holder of Notes, the Issuer will provide the interest rate in effect for the Notes for the current Interest Period.

The Issuer shall not be obligated to redeem, purchase or repay the Notes pursuant to any sinking fund or analogous provisions or at the option of a Holder of the Notes except as provided in Article Five hereof.

The Notes shall be subject to the covenants (and the related definitions) set forth in Articles Seven and Nine of the Indenture and, except as otherwise provided herein, to any other covenant in the Indenture, and to the defeasance and discharge provisions set forth in Article Three thereof.

SECTION 302. Denominations.

The Notes shall be issuable only in fully registered form without coupons and in denominations of Cdn$1,000 or an integral multiple thereof.

SECTION 303. Optional Redemption

The Notes may not be redeemed at the option of the Issuer pursuant to Section 1001(a) of the Indenture.

SECTION 304. Special Mandatory Redemption

If the Final Merger is not consummated on or prior to March 31, 2016 or if, prior to such date, the Merger Agreement is terminated (each a “Special Mandatory Redemption Event”), the Notes will be redeemed (the “Special Mandatory Redemption”) in whole at a special mandatory redemption price (the “Special Mandatory Redemption Price”) equal to 101% of the aggregate principal amount of the Notes, plus accrued but unpaid interest on the principal amount thereon to, but not including, the Special Mandatory Redemption Date (as defined below).

Upon the occurrence of a Special Mandatory Redemption Event, the Issuer shall promptly (but in no event later than 3 Business Days following such Special Mandatory Redemption Event) notify the Trustee in writing (such date of notification, the “Redemption Notice Date”), that the Notes are to be redeemed on the 30th day following the Redemption Notice Date (such date, the “Special Mandatory Redemption Date”), in accordance with the applicable provisions contained in Article Ten of the Indenture. The Trustee, upon receipt of the notice specified above, shall notify each Holder of the Notes in accordance with the applicable provisions of the Indenture that all of the outstanding Notes shall be redeemed at the Special Mandatory Redemption Price on the Special Mandatory Redemption Date automatically and without any further action by the Holders of the Notes. At or prior to 10:00 a.m. (Toronto time) on the Special Mandatory

Redemption Date, the Issuer shall deposit funds with the Trustee sufficient to pay the Special Mandatory Redemption Price for each series of Notes on such date. If such deposit is made as provided above, the Notes will cease to bear interest on and after the Special Mandatory Redemption Date.

Notwithstanding anything to the contrary in Article Eight of the Base Indenture, this Section 304 and the related definitions may not be waived or modified without the written consent of each Holder of the Notes. Failure to make the Special Mandatory Redemption, if required, in accordance with this Section 304 will constitute an Event of Default with respect to the Notes.

ARTICLE FOUR

ADDITIONAL COVENANTS

SECTION 401. Change of Control Triggering Event.

(a) Subject to Section 401(b), if a Change of Control Triggering Event occurs, the Issuer shall make an offer to purchase all or any part (equal to Cdn$1,000 or an integral multiple of Cdn$1,000 in excess thereof) of the Notes pursuant to the offer described in Section 501 (the "Change of Control Offer") at a Purchase Price in cash equal to 101% of the aggregate principal amount of the Notes being repurchased, plus accrued and unpaid interest thereon, if any, to but excluding the date of repurchase, subject to the right of Holders of the Notes of record on the relevant Regular Record Date to receive interest due on the relevant Interest Payment Date. The Change of Control Offer shall be made in compliance with the applicable procedures set forth in Section 502 and shall include all instructions and materials necessary to enable Holders to tender their Notes.

(b) The Issuer shall not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (i) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 401 applicable to a Change of Control Offer made by the Issuer and such third party purchases all Notes properly tendered (and not withdrawn) pursuant to such Change of Control Offer or (ii) a notice of redemption with respect to all the outstanding Notes has, prior to or concurrently with such Change of Control Triggering Event, been given pursuant to Section 1005 of the Indenture unless and until there is a default in the payment of the Redemption Price on the applicable Redemption Date.

(c) Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control Triggering Event, conditional upon such Change of Control Triggering Event, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

SECTION 402. Waiver of Certain Covenants.

(a) Pursuant to Section 908 of the Indenture, the Issuer and the Guarantors may omit in any particular instance to comply with any covenant or condition in Sections 602, 904, 905 or 906 in the Indenture and, subject to Section 402(b), any covenant or condition in this Supplemental Indenture if, before or after the time for such compliance, the Holders of all of the Notes at the time Outstanding shall, by Holder Direction, waive such compliance in such instance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Issuer and the duties of the Trustee in respect of any such covenant or condition shall remain in full force and effect.

(b) Notwithstanding any provision in the Indenture or this Supplemental Indenture to the contrary, (x) the Holders of the Notes may, by Holder Direction, waive, and (y) upon delivery by Holder of the Notes of a Holder Direction, the Issuer, the Guarantors and Trustee may modify, and the Trustee shall upon written request of the Issuer, enter into one or more indentures supplemental for purposes of modifying, any covenant or condition in Section 401 or Section 501, in each case, where such waiver or modification is prior to the occurrence of a Change of Control Triggering Event.

ARTICLE FIVE

CHANGE OF CONTROL PROVISIONS

SECTION 501. Change of Control Notice.

In the event that, pursuant to Section 401, the Issuer shall be required to commence a Change of Control Offer, it shall follow the procedures specified below.

Within 30 days following any Change of Control Triggering Event, the Issuer must send or cause to be sent, electronically or by first-class mail, a notice to each Holder at the address of such Holder appearing in the Security Register or otherwise in accordance with the procedures of the Depositary, with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Change of Control Offer. The Change of Control Offer shall be made to all Holders of Notes. The notice, which shall govern the terms of the Change of Control Offer, shall include:

(a) a description of the transaction or transactions that constitute the Change of Control Triggering Event, and state that the Change of Control Offer is being made pursuant to this Section 501 and Section 401 and that, to the extent lawful, all Notes properly tendered and not withdrawn will be accepted for payment;

(b) the Purchase Date, which must be a Business Day no earlier than 30 days and no later than 60 days from the date such notice is delivered (the "Change of Control Payment Date"), and the Purchase Price;

(c) that, unless the Issuer defaults in the payment of the amount due on the Change of Control Payment Date, all Notes or portions thereof accepted for repurchase pursuant to the Change of Control Offer shall cease to accrue interest on and after the Change of Control Payment Date;

(d) the time prior to the Change of Control Payment Date by which Holders electing to have any Notes purchased pursuant to the Change of Control Offer must surrender, or transfer by book-entry transfer, their Notes to the Issuer, a Depositary, if appointed by the Issuer, or a Paying Agent at the address specified in the notice;

(e) that Holders whose Notes are being repurchased only in part will be issued new Notes equal in principal amount to the portion of the Notes tendered (or transferred by book-entry transfer) that is not to be repurchased, which portion must be equal in a principal amount to any integral multiple of Cdn$1,000;

(f) if such notice is delivered prior to the occurrence of a Change of Control, stating, if applicable, that the Change of Control Offer is conditional on the occurrence of such Change of Control; and

(g) any other instructions, as determined by the Issuer, consistent with this Section 501, that a Holder must follow.

SECTION 502. Acceptance; Deposit of Change in Control Purchase Price.

On the Change of Control Payment Date, the Issuer shall, to the extent permitted by law, (i) accept for payment all Notes or portions thereof properly tendered (and not withdrawn) pursuant to the Change of Control Offer, (ii) deposit or cause to be deposited with the Paying Agent (or, if the Issuer is acting as the Paying Agent, shall segregate and hold in trust as provided in Section 903 of the Indenture) an amount equal to the Purchase Price, together with accrued and unpaid interest thereon to but excluding the Change of Control Payment Date that is payable, in respect of all Notes or portions thereof so tendered and accepted for repurchase and (iii) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions thereof being repurchased by the Issuer.

After the Change of Control Payment Date, (i) the Paying Agent shall promptly deliver to each Holder of Notes properly tendered and accepted the Purchase Price, together with accrued and unpaid interest thereon to but excluding the Change of Control Payment Date, that is payable in respect of such Notes or portions thereof so tendered and accepted for repurchase and (ii) the Issuer shall promptly issue a new Note, and the Trustee, upon written request from the Issuer in the form of an Officer's Certificate shall promptly authenticate and mail or deliver (or cause to transfer by book entry) to each relevant Holder a new Note, in a principal amount equal to any unpurchased portion of the Notes surrendered to the Holder thereof; provided that each such new Note shall be in a principal amount equal to any integral multiple of Cdn$1,000.

If the Change of Control Payment Date is on or after a Regular Record Date and on or before the related Interest Payment Date, any accrued and unpaid interest, to but excluding the Change of Control Payment Date, shall be paid to the Person in whose name a Note is registered at the close of business on such Regular Record Date, and no additional interest shall be payable to Holders pursuant to the Change of Control Offer.

SECTION 503. Repayment to the Issuer.

As provided in the Notes, the Trustee and the Paying Agent shall return to the Issuer any cash that remains unclaimed, together with interest and dividends, if any, thereon, held by them for the payment of the Purchase Price; *provided*, *however*, that, to the extent that the aggregate amount of cash deposited by the Issuer pursuant to Section 502 hereof exceeds the aggregate Purchase Price of the Notes or portions thereof to be purchased, then the Trustee shall hold such excess for the Issuer and promptly after the Business Day following the Purchase Date the Trustee shall upon demand return any such excess to the Issuer together with interest and dividends, if any, thereon.

SECTION 504. Compliance with Law.

The Issuer shall comply with any securities laws, rules and regulations to the extent applicable in connection with the purchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws, rules or regulations conflict with this Section 501 or Section 401, the Issuer shall comply with the applicable securities laws, rules and regulations and shall not be deemed to have breached its obligations under this Section 501 or Section 401 by virtue thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed all as of the day and year first above written.

KRAFT CANADA INC.,
as Issuer

By: /s/ James Liu
Name: James Liu
Title: Treasurer

THE KRAFT HEINZ COMPANY,
as Guarantor

By: /s/ Fabio Spina
Name: Fabio Spina
Title: Attorney-In-Fact for Paulo Basilio, Vice President, Chief Financial Officer and Secretary

KRAFT HEINZ FOODS COMPANY,
as Guarantor

By: /s/ James Liu
Name: James Liu
Title: Global Treasurer

COMPUTERSHARE TRUST COMPANY OF CANADA

By: /s/ Patricia Wakelin
Name: Patricia Wakelin
Title: Corporate Trust Officer

By: /s/ Charles Cuschieri
Name: Charles Cuschieri
Title: Associate Trust Officer

Signature page to the first supplemental indenture

Exhibit 4.12

KRAFT CANADA INC.,
as Issuer of the Securities

and

THE GUARANTORS NAMED HEREIN,
as Guarantors

and

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Trustee

SECOND SUPPLEMENTAL INDENTURE

Dated as of July 6, 2015

to

INDENTURE

Dated as of July 6, 2015

Floating Rate Senior Notes due 2020

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SECOND SUPPLEMENTAL INDENTURE dated as of July 6, 2015 (this "Supplemental Indenture"), among Kraft Canada Inc., a corporation existing under the federal laws of Canada (hereinafter called the "Issuer"), The Kraft Heinz Company, a corporation existing under the laws of the State of Delaware ("Parent"), as guarantor, Kraft Heinz Foods Company, a corporation existing under the laws of the Commonwealth of Pennsylvania (the "Company"), as guarantor, and Computershare Trust Company of Canada, a trust company existing and licensed under the federal laws of Canada, as trustee (hereinafter called the "Trustee").

WHEREAS the Issuer, Parent, the Company and the Trustee are parties to an indenture dated as of July 6, 2015 (as the same may from time to time be supplemented or amended (other than by a Series Supplement), the "Indenture");

WHEREAS the Issuer, Parent, the Company and the Trustee are concurrently with this Supplemental Indenture entering into (i) a Series Supplement dated as of the date hereof pursuant to which the Issuer will be issuing Cdn$200,000,000 aggregate principal amount of Floating Rate Senior Notes due 2018; and (ii) a Series Supplement dated as of the date hereof pursuant to which the Issuer will be issuing Cdn$300,000,000 aggregate principal amount of 2.70% Senior Notes due 2020;

WHEREAS Article Two and Section 801 of the Indenture provide, among other things, that, without the consent of any Holders, the Issuer, the Guarantors and the Trustee may enter into a supplement to the Indenture for the purposes of establishing the form, terms and conditions applicable to the Securities of any Series which the Issuer wishes to issue under the Indenture;

WHEREAS the Issuer desires to establish the form, terms and conditions of a Series of Securities and has requested that the Trustee execute and deliver this Supplemental Indenture for such purpose; and

WHEREAS the establishment of the Floating Rate Senior Notes due 2020 of the Issuer (the "Notes") with the form, terms and conditions as hereinafter set forth, has been authorized by a Board Resolution of the Issuer;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties hereto agree, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101. Definitions.

Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

"Below Investment Grade Rating Event" means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); provided that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred with respect to a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprising or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

"Change of Control" means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger, amalgamation, consolidation or other business combination transaction), in one or a series of related transactions, of all or substantially all of the properties or assets of Parent and its Subsidiaries taken as a whole to any Person or group of related Persons for purposes of Section 13(d) of the Exchange Act other than to the Company or one of its wholly-owned Subsidiaries or one or more Permitted Holders; (2) the approval by the holders of common stock of Parent of any plan or proposal for the liquidation or dissolution of Parent (whether or not otherwise in compliance with the provisions of the Indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or Group becomes the beneficial owner (as defined in Rules 13d-3 (without giving effect to the proviso in clause (d) (1)(i) thereof) and 13d-5 under the Exchange Act as in effect on the Issue Date), directly or indirectly, of more than 50% of the then-outstanding number of shares of the voting stock of Parent; or (4) Parent ceasing to own, directly or indirectly, 100% of the issued and outstanding shares of voting stock of the Company or the Issuer.

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"Guarantor" means either Parent or the Company, as applicable, in each case until a Successor Purchaser replaces it in accordance with Section 702 of the Indenture and, thereafter, means such Successor Purchaser.

"Indenture" has the meaning set forth in the recitals of this Supplemental Indenture.

"Interest Determination Date" means, in respect of any Interest Period, the first day of such Interest Period.

"Interest Period" means the period commencing on any Interest Payment Date (or, with respect to the initial Interest Period only, commencing on July 6, 2015) to but excluding the next succeeding Interest Payment Date, and in the case of the last such period, from and including the Interest Payment Date immediately preceding the Maturity Date to but excluding such Maturity Date.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P.

"Issue Date" means July 6, 2015, the initial issue date of the Notes.

"Issuer" means the Person named as the "Issuer" in the first paragraph of this Supplemental Indenture, until a successor Person shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Issuer" shall mean such successor Person. To the extent necessary to comply with the requirements of the provisions of the Trust Indenture Legislation as they are applicable to the Issuer, the term "Issuer" shall include any other obligor with respect to the Notes for the purposes of complying with such provisions.

"Merger Agreement" means the Agreement and Plan of Merger, dated as of March 24, 2015, among Parent, Kite Merger Sub Corp., Kite Merger Sub LLC and Kraft Foods Group, Inc. ("Kraft"), as may be amended, supplemented or otherwise modified, pursuant to which Kite Merger Sub Corp. will merge with and into Kraft (the "Merger"), with Kraft surviving the Merger as a wholly owned Subsidiary of Parent. Immediately following the effective time of the Merger, (1) Kraft will be merged with and into Kite Merger Sub LLC, with Kite Merger Sub LLC surviving the merger as a wholly owned subsidiary of Parent, and (2) Parent will effect a series of transactions after which Kite Merger Sub LLC will merge with and into the Company, with the Company surviving (the "Final Merger").

"Modified Following Business Day" means, with respect to any date, the next Business Day immediately following such date; provided, however, that if such date is not the Maturity Date and the next Business Day following such date is in the next succeeding calendar month, "Modified Following Business Day" shall instead mean the Business Day immediately preceding such date.

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Notes" has the meaning set forth in the recitals of this Supplemental Indenture For the avoidance of doubt, "Notes" shall include the Additional Notes, if any.

"Permitted Holders" means, collectively, (1) 3G Capital, Inc., and each of its Affiliates but not including, however, any portfolio companies of any of the foregoing, (2) Berkshire Hathaway, Inc., and each of its Affiliates but not including, however, any portfolio companies of any of the foregoing, (3) any one or more Persons, together with such Persons' Affiliates, whose beneficial ownership constitutes or results in a Change of Control in respect of which a Change of Control Offer is made in accordance with the

requirements of Article Five, (4) the members of management of Parent (or any parent entity of Parent) or its Subsidiaries who are holders of capital stock of Parent or of any parent entity of Parent on the Issue Date, (5) any Person who is acting solely as an underwriter in connection with a public or private offering of capital stock of any parent entity of Parent or Parent, acting in such capacity, and (6) any Group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; provided that, in the case of such Group and without giving effect to the existence of such Group or any other Group, the Persons referred to in clauses (1) through (4) above collectively have beneficial ownership of more than 50% of the total voting power of the voting stock of Parent or any of its direct or indirect parent entities of Parent held by such Group.

"Rate Determination Time" means, with respect to any Interest Determination Date, 10:00 a.m. (Toronto time); provided that, if fewer than three bid rates of interest for Canadian dollar bankers' acceptances with maturities of three months appear on the Reuters Screen CDOR Page at 10:00 a.m. (Toronto time) on such Interest Determination Date, the Issuer may, in its sole discretion, elect to use a time after 10:00 a.m. (Toronto time), but not later than 11:15 a.m. (Toronto time), as the "Rate Determination Time" for such Interest Determination Date.

"Rating Agencies" means (1) each of Moody's and S&P; and (2) if either of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company (as certified by a resolution of the Board of Directors of the Company) as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"Reuters Screen CDOR Page" means the display designated as page "CDOR" on the Reuters Monitor Money Rates Service (or such other page as may replace the CDOR page on that service) for purposes of displaying Canadian dollar bankers' acceptance rates.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or any successor to the rating agency business thereof.

"Three-Month CDOR Rate" means, with respect to any Interest Determination Date, the rate per annum as determined by the Company and notified in writing to the Trustee, equal to (a) the arithmetic average of the bid rates of interest for Canadian dollar bankers' acceptances with maturities of three months, as expressed on the Reuters Screen CDOR Page at the Rate Determination Time on such Interest Determination Date, if three or more such bid rates appear on such Reuters Screen CDOR Page at such Rate Determination Time, or (b) if fewer than three such bid rates appear on the Reuters Screen CDOR Page at such Rate Determination Time, or the Reuters Screen CDOR Page is unavailable, the arithmetic average of the bid rates of interest for Canadian dollar bankers' acceptances with maturities of three months, in a principal amount equal to not less than Cdn$1,000,000 and that is representative of a single transaction in the market at

such time, by the principal Toronto office of three of the five largest Schedule I banks (as defined in the *Bank Act* (Canada)) in the Canadian interbank market selected by the Issuer at the Rate Determination Time on such Interest Determination Date.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this Supplemental Indenture, until a successor shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Trustee" shall mean such successor Trustee.

SECTION 102. Other Definitions.

DEFINED TERM	DEFINED IN SECTION
Additional Notes	301
Change of Control Offer	401(a)
Change of Control Payment Date	501(b)
Maturity Date	301
Redemption Notice Date	304
Special Mandatory Redemption	304
Special Mandatory Redemption Date	304
Special Mandatory Redemption Event	304
Special Mandatory Redemption Price	304

SECTION 103. Effect of Supplemental Indenture.

Upon the execution and delivery of this Supplemental Indenture by the Issuer, the Guarantors and the Trustee, the Indenture shall be supplemented and amended in accordance herewith, and this Supplemental Indenture shall form a part of the Indenture for all purposes; *provided*, *however*, that except as otherwise provided herein, the provisions of this Supplemental Indenture shall be applicable, and the Indenture is hereby supplemented and amended as specified herein, solely with respect to the Notes and not with respect to any other Securities previously issued or to be issued under the Indenture. In the event of a conflict between any provisions of the Indenture and this Supplemental Indenture, the relevant provision or provisions of this Supplemental Indenture shall govern.

SECTION 104. Indenture Remains in Full Force and Effect.

Except as supplemented or amended hereby, all other provisions in the Indenture, to the extent not inconsistent with the terms and provisions of this Supplemental Indenture, shall remain in full force and effect.

SECTION 105. Incorporation of Indenture.

All the provisions of this Supplemental Indenture shall be deemed to be incorporated in, and made a part of, the Indenture; and the Indenture, as supplemented and amended by this Supplemental Indenture, shall be read, taken and construed as one and the same instrument; *provided*, *however*, that the provisions of this Supplemental Indenture are expressly and solely for the benefit of the Holders of the Notes.

SECTION 106. Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

SECTION 107. Effect of Headings and Table of Contents.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof. Unless otherwise expressly specified, references in this Supplemental Indenture to specific Article numbers or Section numbers refer to Articles and Sections contained in this Supplemental Indenture, and not the Indenture or any other document.

SECTION 108. Successors and Assigns.

All covenants and agreements in this Supplemental Indenture by the Issuer and the Guarantors shall bind their respective successors and permitted assigns (if any), whether so expressed or not. All covenants and agreements of the Trustee in this Supplemental Indenture shall bind its successors and permitted assigns (if any), whether so expressed or not.

SECTION 109. Separability Clause.

In case any provision in this Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 110. Benefits of Supplemental Indenture.

Nothing in this Supplemental Indenture or in the Notes, express or implied, shall give to any Person (other than the parties hereto, any Paying Agent and any Security Registrar, and their successors hereunder, and the Holders) any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture or in respect of the Notes.

SECTION 111. Governing Law.

This Supplemental Indenture and the Notes shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein except with respect to any obligations of a Guarantor under its Guarantee, which shall be governed by and construed in accordance with the laws of the State of New York. This Supplemental Indenture shall, to the extent applicable, be subject to the provisions of Trust Indenture Legislation that are required or deemed to be part of this Supplemental Indenture and shall, to the extent applicable, be governed by such provisions.

ARTICLE TWO

FORM OF THE NOTES

SECTION 201. Forms Generally.

The Notes and the Trustee's certificate of authentication shall be in substantially the forms set forth in this Article, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Supplemental Indenture, or as may reasonably be required by the Depositary and are not prejudicial to the beneficial holders of the Notes, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or as may, consistently herewith, be determined by the officers executing such Notes, as evidenced by their execution of the Notes (but which shall not affect the rights or duties of the Trustee). Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes shall be printed, lithographed or engraved or produced by any combination of these methods or may be produced in any other manner permitted by the rules of the Depositary or any securities exchange on which the Notes may be listed, all as determined by the officers executing such Notes, as evidenced by their execution of such Notes.

The Notes shall be in registered form and shall initially be registered in the name of the Depositary or its nominee. The Notes shall be issued initially as Book-Entry Securities in the form of one or more Global Securities substantially in the form set forth in this Article delivered to the Depositary or a nominee thereof as custodian therefor and held by the Depositary or a nominee thereof for the applicable Clearing Agency

Participants, and duly executed by the Issuer and authenticated by the Trustee as provided in Section 204. The Depositary for such Global Securities shall be CDS. The aggregate principal amount of the Global Securities may from time to time be increased or decreased by adjustments made on the records of the Depositary or its nominee, or of the Trustee, as custodian for the Depositary or its nominee, as hereinafter provided.

SECTION 202. Form of Face of Note.

The Notes are to be substantially in the form provided for in this Section 202 and in Section 203 and the Trustee's certificate of authentication to be endorsed on the Notes to be substantially in the form provided for in Section 204:

[Note: Insert if CDS is Depositary – UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO KRAFT CANADA INC. OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), **ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.]

[Note: Insert if a Global Security – THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE BASE INDENTURE (HEREINAFTER REFERRED TO). THIS NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE BASE INDENTURE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO THE INDENTURE, (II) THIS NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 207(B) OF THE BASE INDENTURE, (III) THIS NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 211 OF THE BASE INDENTURE AND (IV) EXCEPT AS OTHERWISE PROVIDED IN SECTION 207(B) OF THE BASE INDENTURE, THIS NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY (X) BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, (Y) BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR (Z) BY THE DEPOSITARY OR ANY NOMINEE TO A SUCCESSOR DEPOSITARY OR TO A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.]

EXCEPT IN THE PROVINCE OF MANITOBA, UNLESS OTHERWISE PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS NOTE MUST NOT TRADE THE NOTE BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (I) JULY 6, 2015, AND (II) THE DATE THE ISSUER BECOMES A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY OF CANADA. IN THE PROVINCE OF MANITOBA, UNLESS OTHERWISE PERMITTED UNDER APPLICABLE CANADIAN SECURITIES LEGISLATION OR WITH THE PRIOR WRITTEN CONSENT OF THE APPLICABLE REGULATORS, THE HOLDER OF THIS NOTE MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS TWELVE MONTHS AND A DAY AFTER THE DATE THE PURCHASER ACQUIRED THE SECURITY.

KRAFT CANADA INC.

FLOATING RATE SENIOR NOTES DUE 2020

No. n CUSIP: n

$n ISIN: n

Kraft Canada Inc., a corporation organized under the federal laws of Canada (herein called the "Issuer", which term includes any successor entity under the Indenture hereinafter referred to), for value received, hereby promises to pay to [CDS & Co.][n] or registered assigns, the principal sum of Canadian dollars (or such other amount that may from time to time be indicated on the records of the Depositary as the result of increases or decreases by adjustments made on the records of the Depositary, in accordance with the rules and procedures of the Depositary) on July 6, 2020, at the office or agency of the Issuer referred to below, and to pay interest thereon in arrears, on January 6, April 6, July 6 and October 6 of each year (or, if such date is not a Business Day, the Modified Following Business Day (each such date, an "Interest Payment Date")) commencing on October 6, 2015, which interest shall accrue from and including July 6, 2015 or, if interest has already been paid or duly provided for, from and including the most recent Interest Payment Date to which interest has been paid or duly provided for, to, but excluding, the next succeeding Interest Payment Date, at a per annum rate for the applicable Interest Period equal to the Three-Month CDOR Rate, determined on the Interest Determination Date for such Interest Period, plus 1.05% per annum, until the principal hereof is paid or duly provided for. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the tenth (10th) Business Day immediately preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and

may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Default Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Notes not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and interest on this Note will be made at the office or agency of the Issuer maintained for that purpose in the City of Toronto (which initially shall be the Corporate Trust Office of the Trustee), and if the Issuer shall designate and maintain an additional office or agency for such purpose, also at such additional office or agency, in Canadian dollars; *provided*, *however*, that payment of interest may be made at the option of the Issuer by check mailed to the address of the Person entitled thereto as such address shall appear on the Security Register; *provided*, *further*, that all payments of the principal of (and premium, if any) and interest on Notes, the Holders of which have given wire transfer instructions to the Issuer or the Paying Agent at least 10 Business Days prior to the applicable payment date and hold at least Cdn$1,000,000 in principal amount of Notes, will be required to be made by wire transfer of immediately available funds to the accounts specified by such Holders in such instructions. Any such wire transfer instructions received by the Issuer or the Paying Agent shall remain in effect until revoked by such Holder. Notwithstanding the foregoing, the final payment of principal shall be payable only upon surrender of this Note to the Paying Agent.

For any Interest Period or interim period, interest on this Note shall be computed on the basis of a 365-day year, based on the actual number of days elapsed in the period.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been duly executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

Dated:

KRAFT CANADA INC.

by _____
Name:
Title:

_____
Name:
Title:

SECTION 203. Form of Reverse of Note.

This Note is one of a duly authorized issue of securities of the Issuer designated as its Floating Rate Senior Notes due 2020 (herein called the "Notes"), which may be issued under an indenture (as the same may from time to time be supplemented or amended (other than by a Series Supplement), herein called the "Base Indenture") dated as of July 6, 2015 among the Issuer, The Kraft Heinz Company, a Delaware corporation ("Parent"), as guarantor, Kraft Heinz Foods Company, a Pennsylvania corporation (the "Company"), as guarantor, and Computershare Trust Company of Canada, as trustee (herein called the "Trustee", which term includes any successor trustee thereunder), as supplemented and amended by the Second Supplemental Indenture dated as of July 6, 2015 among the Issuer, Parent, the Company (together with Parent, the "Guarantors"), and the Trustee (herein called the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), to which the Indenture reference is hereby made for a statement of the respective rights, limitations of rights, duties, obligations and immunities thereunder of the Issuer, the Guarantors, the Trustee and the Holders of the Notes, and of the terms upon which the Notes are, and are to be, authenticated and delivered.

On or before each Interest Payment Date, the Issuer shall deliver or cause to be delivered to the Trustee or the Paying Agent an amount in Canadian dollars sufficient to pay the amount due on such payment date.

Payment of Additional Amounts

Section 907 of the Base Indenture shall be applicable to the Notes.

Redemption for Tax Reasons

The Notes will be subject to redemption, at the option of the Issuer, pursuant to Section 1001(b) of the Base Indenture**.**

Optional Redemption

The Notes may not be redeemed at the option of the Issuer pursuant to Section 1001(a) of the Base Indenture.

Special Mandatory Redemption

The Notes are subject to Special Mandatory Redemption, as described in Section 304 of the Supplemental Indenture.

Events of Default

If an Event of Default (other than an Event of Default described in Section 401(d) or 401(e) of the Base Indenture) with respect to the Notes shall occur and be continuing, then either the Trustee or the Holders of not less than 25% in principal amount of the Notes then Outstanding may declare the entire principal amount of the Notes due and payable in the manner and with effect provided in the Base Indenture. If an Event of Default specified in Section 401(d) or 401(e) of the Base Indenture occurs, then principal amount of the Notes shall ipso facto become and be immediately due and payable in the manner and with the effect provided in the Base Indenture without any declaration or other act by the Trustee or any Holder.

Amendment and Waiver

Without notice to or the consent of the Holders of the Notes, the Indenture and the Notes may be amended, supplemented or otherwise modified by the Issuer, the Guarantors, as applicable, and the Trustee as provided in the Indenture. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the Guarantors and the rights of the Holders under the Indenture at any time by the Issuer, the Guarantors (as applicable) and the Trustee with the approval of the Holders of more than 50% of the principal amount of the Notes at the time Outstanding voted at a meeting or the written consent of Holders of more than 50% of the principal amount the Notes at the time Outstanding. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Notes at the time Outstanding, on behalf of the Holders of all the Notes, to waive compliance with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by or on behalf of the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of (and premium, if any) and interest on this Note at the times, place, and rate, and in the coin or currency, herein prescribed.

Transfer, Registration and Exchange

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable on the Security Register, upon surrender of this Note for registration of transfer at the Corporate Trust Office of the Trustee or any other office or agency of the Issuer designated pursuant to the Indenture duly endorsed by, or

accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Security Registrar duly executed by, the Holder hereof or its attorney duly authorized in writing, and thereupon one or more replacement Notes of any authorized denomination or denominations, of a like aggregate principal amount and containing identical terms and provisions, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of Cdn$1,000 or any integral multiple thereof.

No service charge shall be made for any registration of transfer or exchange or redemption of Notes, but the Issuer may require payment of a sum sufficient to pay all documentary, stamp or similar issue or transfer taxes or other governmental charges payable in connection with any registration of transfer or exchange.

Prior to the time of due presentment of this Note for registration of transfer, the Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes except as otherwise provided, whether or not this Note be overdue, and neither the Issuer, the Trustee nor any agent shall be affected by notice to the contrary.

All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture. In the event of a conflict between the terms of the Notes and the terms of the Indenture, the terms of the Indenture shall prevail.

SECTION 204. Form of Trustee's Certificate of Authentication.

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the within-mentioned Second Supplemental Indenture.

COMPUTERSHARE TRUST COMPANY OF CANADA
as Trustee

By: _____
Name:
Title:

Dated: _____

ARTICLE THREE

THE NOTES

SECTION 301. Title and Terms.

The Notes shall be known and designated as the "Floating Rate Senior Notes due 2020" of the Issuer. The entire unpaid principal amount of each Note shall become due and payable to the Holder thereof on July 6, 2020 (the "Maturity Date"). Interest shall accrue on the aggregate unpaid principal amount of each Note at an annual rate of interest for the applicable Interest Period equal to the Three-Month CDOR Rate plus 1.05% per annum from July 6, 2015 or, if interest has been paid or duly provided for, the most recent Interest Payment Date to which interest has been paid or duly provided for. Such interest shall be payable quarterly on January 6, April 6, July 6 and October 6 of each year (or, if such date is not a Business Day, the Modified Following Business Day (each such date, an Interest Payment Date for purposes of this Supplemental Indenture)), commencing on October 6, 2015 until the principal thereof is paid or duly provided for. Interest on the Notes shall be payable in arrears. The Regular Record Date for the interest payable on any Interest Payment Date shall be the tenth (10th) Business Day immediately preceding such Interest Payment Date.

An unlimited aggregate principal amount of the Notes may be authenticated and delivered under this Supplemental Indenture (of which Cdn$500,000,000 is being issued, authenticated and delivered on the date hereof), including Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Section 204, 205, 206, 207, 208, 806, 1008 or 1009 of the Indenture and Section 502 hereof. Additional Notes ranking *pari passu* with the Notes issued on the date hereof may be created and issued under the Indenture from time to time by the Issuer without notice to or consent of the Holders, subject to the Issuer complying with any applicable provision of the Indenture ("Additional Notes"). Any Additional Notes created and issued shall have the same terms and conditions as the Notes issued on the date hereof, except for their date of issue, issue price and, if applicable, offering price and first Interest Payment Date. Any Additional Notes having such similar terms, together with the Notes issued on the date hereof, shall constitute a single series of Notes under the Indenture. No Additional Notes may be issued if an Event of Default has occurred with respect to the Notes.

The Notes shall be unsecured, unsubordinated obligations of the Issuer ranking *pari passu* with any other present or future unsecured, unsubordinated obligations of the Issuer.

The Notes shall be denominated in, and all principal of, and interest and premium (if any) on, the Notes shall be payable in Canadian dollars.

The Issuer will, on each Interest Determination Date, determine the Three-Month CDOR Rate for the applicable Interest Period and notify the Trustee of such applicable Three-Month CDOR Rate. All percentages resulting from any calculation of the interest

rate on the Notes will be rounded to the nearest one hundred-thousandth of a percentage point with five one millionths of a percentage point rounded upwards, and all Canadian dollar amounts used in or resulting from such calculation on the Notes will be rounded to the nearest cent (with one-half cent being rounded upward). Each calculation of the interest rate on the Notes by the Issuer will (in the absence of manifest error) be final and binding on the Holders and the Trustee. Upon request from any Holder of Notes, the Issuer will provide the interest rate in effect for the Notes for the current Interest Period.

The Issuer shall not be obligated to redeem, purchase or repay the Notes pursuant to any sinking fund or analogous provisions or at the option of a Holder of the Notes except as provided in Article Five hereof.

The Notes shall be subject to the covenants (and the related definitions) set forth in Articles Seven and Nine of the Indenture and, except as otherwise provided herein, to any other covenant in the Indenture, and to the defeasance and discharge provisions set forth in Article Three thereof.

SECTION 302. Denominations.

The Notes shall be issuable only in fully registered form without coupons and in denominations of Cdn$1,000 or an integral multiple thereof.

SECTION 303. Optional Redemption

The Notes may not be redeemed at the option of the Issuer pursuant to Section 1001(a) of the Indenture.

SECTION 304. Special Mandatory Redemption

If the Final Merger is not consummated on or prior to March 31, 2016 or if, prior to such date, the Merger Agreement is terminated (each a “Special Mandatory Redemption Event”), the Notes will be redeemed (the “Special Mandatory Redemption”) in whole at a special mandatory redemption price (the “Special Mandatory Redemption Price”) equal to 101% of the aggregate principal amount of the Notes, plus accrued but unpaid interest on the principal amount thereon to, but not including, the Special Mandatory Redemption Date (as defined below).

Upon the occurrence of a Special Mandatory Redemption Event, the Issuer shall promptly (but in no event later than 3 Business Days following such Special Mandatory Redemption Event) notify the Trustee in writing (such date of notification, the “Redemption Notice Date”), that the Notes are to be redeemed on the 30th day following the Redemption Notice Date (such date, the “Special Mandatory Redemption Date”), in accordance with the applicable provisions contained in Article Ten of the Indenture. The Trustee, upon receipt of the notice specified above, shall notify each Holder of the Notes in accordance with the applicable provisions of the Indenture that all of the outstanding Notes shall be redeemed at the Special Mandatory Redemption Price on the Special Mandatory Redemption Date automatically and without any further action by the Holders of the Notes. At or prior to 10:00 a.m. (Toronto time) on the Special Mandatory

Redemption Date, the Issuer shall deposit funds with the Trustee sufficient to pay the Special Mandatory Redemption Price for each series of Notes on such date. If such deposit is made as provided above, the Notes will cease to bear interest on and after the Special Mandatory Redemption Date.

Notwithstanding anything to the contrary in Article Eight of the Base Indenture, this Section 304 and the related definitions may not be waived or modified without the written consent of each Holder of the Notes. Failure to make the Special Mandatory Redemption, if required, in accordance with this Section 304 will constitute an Event of Default with respect to the Notes.

ARTICLE FOUR

ADDITIONAL COVENANTS

SECTION 401. Change of Control Triggering Event.

(a) Subject to Section 401(b), if a Change of Control Triggering Event occurs, the Issuer shall make an offer to purchase all or any part (equal to Cdn$1,000 or an integral multiple of Cdn$1,000 in excess thereof) of the Notes pursuant to the offer described in Section 501 (the "Change of Control Offer") at a Purchase Price in cash equal to 101% of the aggregate principal amount of the Notes being repurchased, plus accrued and unpaid interest thereon, if any, to but excluding the date of repurchase, subject to the right of Holders of the Notes of record on the relevant Regular Record Date to receive interest due on the relevant Interest Payment Date. The Change of Control Offer shall be made in compliance with the applicable procedures set forth in Section 502 and shall include all instructions and materials necessary to enable Holders to tender their Notes.

(b) The Issuer shall not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (i) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 401 applicable to a Change of Control Offer made by the Issuer and such third party purchases all Notes properly tendered (and not withdrawn) pursuant to such Change of Control Offer or (ii) a notice of redemption with respect to all the outstanding Notes has, prior to or concurrently with such Change of Control Triggering Event, been given pursuant to Section 1005 of the Indenture unless and until there is a default in the payment of the Redemption Price on the applicable Redemption Date.

(c) Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control Triggering Event, conditional upon such Change of Control Triggering Event, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

SECTION 402. Waiver of Certain Covenants.

(a) Pursuant to Section 908 of the Indenture, the Issuer and the Guarantors may omit in any particular instance to comply with any covenant or condition in Sections 602, 904, 905 or 906 in the Indenture and, subject to Section 402(b), any covenant or condition in this Supplemental Indenture if, before or after the time for such compliance, the Holders of all of the Notes at the time Outstanding shall, by Holder Direction, waive such compliance in such instance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Issuer and the duties of the Trustee in respect of any such covenant or condition shall remain in full force and effect.

(b) Notwithstanding any provision in the Indenture or this Supplemental Indenture to the contrary, (x) the Holders of the Notes may, by Holder Direction, waive, and (y) upon delivery by Holder of the Notes of a Holder Direction, the Issuer, the Guarantors and Trustee may modify, and the Trustee shall upon written request of the Issuer, enter into one or more indentures supplemental for purposes of modifying, any covenant or condition in Section 401 or Section 501, in each case, where such waiver or modification is prior to the occurrence of a Change of Control Triggering Event.

ARTICLE FIVE

CHANGE OF CONTROL PROVISIONS

SECTION 501. Change of Control Notice.

In the event that, pursuant to Section 401, the Issuer shall be required to commence a Change of Control Offer, it shall follow the procedures specified below.

Within 30 days following any Change of Control Triggering Event, the Issuer must send or cause to be sent, electronically or by first-class mail, a notice to each Holder at the address of such Holder appearing in the Security Register or otherwise in accordance with the procedures of the Depositary, with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Change of Control Offer. The Change of Control Offer shall be made to all Holders of Notes. The notice, which shall govern the terms of the Change of Control Offer, shall include:

(a) a description of the transaction or transactions that constitute the Change of Control Triggering Event, and state that the Change of Control Offer is being made pursuant to this Section 501 and Section 401 and that, to the extent lawful, all Notes properly tendered and not withdrawn will be accepted for payment;

(b) the Purchase Date, which must be a Business Day no earlier than 30 days and no later than 60 days from the date such notice is delivered (the "Change of Control Payment Date"), and the Purchase Price;

(c) that, unless the Issuer defaults in the payment of the amount due on the Change of Control Payment Date, all Notes or portions thereof accepted for repurchase pursuant to the Change of Control Offer shall cease to accrue interest on and after the Change of Control Payment Date;

(d) the time prior to the Change of Control Payment Date by which Holders electing to have any Notes purchased pursuant to the Change of Control Offer must surrender, or transfer by book-entry transfer, their Notes to the Issuer, a Depositary, if appointed by the Issuer, or a Paying Agent at the address specified in the notice;

(e) that Holders whose Notes are being repurchased only in part will be issued new Notes equal in principal amount to the portion of the Notes tendered (or transferred by book-entry transfer) that is not to be repurchased, which portion must be equal in a principal amount to any integral multiple of Cdn$1,000;

(f) if such notice is delivered prior to the occurrence of a Change of Control, stating, if applicable, that the Change of Control Offer is conditional on the occurrence of such Change of Control; and

(g) any other instructions, as determined by the Issuer, consistent with this Section 501, that a Holder must follow.

SECTION 502. Acceptance; Deposit of Change in Control Purchase Price.

On the Change of Control Payment Date, the Issuer shall, to the extent permitted by law, (i) accept for payment all Notes or portions thereof properly tendered (and not withdrawn) pursuant to the Change of Control Offer, (ii) deposit or cause to be deposited with the Paying Agent (or, if the Issuer is acting as the Paying Agent, shall segregate and hold in trust as provided in Section 903 of the Indenture) an amount equal to the Purchase Price, together with accrued and unpaid interest thereon to but excluding the Change of Control Payment Date that is payable, in respect of all Notes or portions thereof so tendered and accepted for repurchase and (iii) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions thereof being repurchased by the Issuer.

After the Change of Control Payment Date, (i) the Paying Agent shall promptly deliver to each Holder of Notes properly tendered and accepted the Purchase Price, together with accrued and unpaid interest thereon to but excluding the Change of Control Payment Date, that is payable in respect of such Notes or portions thereof so tendered and accepted for repurchase and (ii) the Issuer shall promptly issue a new Note, and the Trustee, upon written request from the Issuer in the form of an Officer's Certificate shall promptly authenticate and mail or deliver (or cause to transfer by book entry) to each relevant Holder a new Note, in a principal amount equal to any unpurchased portion of the Notes surrendered to the Holder thereof; provided that each such new Note shall be in a principal amount equal to any integral multiple of Cdn$1,000.

If the Change of Control Payment Date is on or after a Regular Record Date and on or before the related Interest Payment Date, any accrued and unpaid interest, to but excluding the Change of Control Payment Date, shall be paid to the Person in whose name a Note is registered at the close of business on such Regular Record Date, and no additional interest shall be payable to Holders pursuant to the Change of Control Offer.

SECTION 503. Repayment to the Issuer.

As provided in the Notes, the Trustee and the Paying Agent shall return to the Issuer any cash that remains unclaimed, together with interest and dividends, if any, thereon, held by them for the payment of the Purchase Price; *provided*, *however*, that, to the extent that the aggregate amount of cash deposited by the Issuer pursuant to Section 502 hereof exceeds the aggregate Purchase Price of the Notes or portions thereof to be purchased, then the Trustee shall hold such excess for the Issuer and promptly after the Business Day following the Purchase Date the Trustee shall upon demand return any such excess to the Issuer together with interest and dividends, if any, thereon.

SECTION 504. Compliance with Law.

The Issuer shall comply with any securities laws, rules and regulations to the extent applicable in connection with the purchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws, rules or regulations conflict with this Section 501 or Section 401, the Issuer shall comply with the applicable securities laws, rules and regulations and shall not be deemed to have breached its obligations under this Section 501 or Section 401 by virtue thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed all as of the day and year first above written.

KRAFT CANADA INC.,
as Issuer

By: /s/ James Liu
Name: James Liu
Title: Treasurer

THE KRAFT HEINZ COMPANY,
as Guarantor

By: /s/ Fabio Spina
Name: Fabio Spina
Title: Attorney-In-Fact for Paulo Basilio, Vice President, Chief Financial Officer and Secretary

KRAFT HEINZ FOODS COMPANY,
as Guarantor

By: /s/ James Liu
Name: James Liu
Title: Global Treasurer

COMPUTERSHARE TRUST COMPANY OF CANADA

By: /s/ Patricia Wakelin
Name: Patricia Wakelin
Title: Corporate Trust Officer

By: /s/ Charles Cuschieri
Name: Charles Cuschieri
Title: Associate Trust Officer

Signature page to the second supplemental indenture

Exhibit 4.14

KRAFT CANADA INC.,
as Issuer of the Securities

and

THE GUARANTORS NAMED HEREIN,
as Guarantors

and

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Trustee

THIRD SUPPLEMENTAL INDENTURE

Dated as of July 6, 2015

to

INDENTURE

Dated as of July 6, 2015

2.70% Senior Notes due 2020

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THIRD SUPPLEMENTAL INDENTURE dated as of July 6, 2015 (this "Supplemental Indenture"), among Kraft Canada Inc., a corporation existing under the federal laws of Canada (hereinafter called the "Issuer"), The Kraft Heinz Company, a corporation existing under the laws of the State of Delaware ("Parent"), as guarantor, Kraft Heinz Foods Company, a corporation existing under the laws of the Commonwealth of Pennsylvania (the "Company"), as guarantor, and Computershare Trust Company of Canada, a trust company existing and licensed under the federal laws of Canada, as trustee (hereinafter called the "Trustee").

WHEREAS the Issuer, Parent, the Company and the Trustee are parties to an indenture dated as of July 6, 2015 (as the same may from time to time be supplemented or amended (other than by a Series Supplement), the "Indenture");

WHEREAS the Issuer, Parent, the Company and the Trustee are concurrently with this Supplemental Indenture entering into (i) a Series Supplement dated as of the date hereof pursuant to which the Issuer will be issuing Cdn$200,000,000 aggregate principal amount of Floating Rate Senior Notes due 2018; and (ii) a Series Supplement dated as of the date hereof pursuant to which the Issuer will be issuing Cdn$500,000,000 aggregate principal amount of Floating Rate Senior Notes due 2020;

WHEREAS Article Two and Section 801 of the Indenture provide, among other things, that, without the consent of any Holders, the Issuer, the Guarantors and the Trustee may enter into a supplement to the Indenture for the purposes of establishing the form, terms and conditions applicable to the Securities of any Series which the Issuer wishes to issue under the Indenture;

WHEREAS the Issuer desires to establish the form, terms and conditions of a Series of Securities and has requested that the Trustee execute and deliver this Supplemental Indenture for such purpose; and

WHEREAS the establishment of the 2.70% Senior Notes due 2020 of the Issuer (the "Notes") with the form, terms and conditions as hereinafter set forth, has been authorized by a Board Resolution of the Issuer;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties hereto agree, for the equal and proportionate benefit of all Holders of the Notes, as follows:

ARTICLE ONE

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 101. Definitions.

Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

"Below Investment Grade Rating Event" means the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade by any of the Rating Agencies); provided that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred with respect to a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for purposes of the definition of Change of Control Triggering Event hereunder) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprising or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

"Canada Yield" means, on any date, the bid-side yield to maturity on such date as determined by the arithmetic average (rounded to three decimal places) of the yields quoted at 10:00 a.m. (Toronto time) by an investment dealer in Canada acceptable to the Issuer, assuming semi-annual compounding and calculated in accordance with generally accepted financial practice, which a non-callable Government of Canada bond would carry if issued in Canadian dollars in Canada at 100% of its principal amount on such date with a term to maturity that most closely approximates the remaining term to the Par Call Date of such Notes to be redeemed.

"Canada Yield Price" in relation to any Notes being redeemed, means the price, in respect of the principal amount of the Notes, calculated as of the third business day prior to the redemption date of such Notes, or as of the date on which notice of acceleration is given, or acceleration automatically occurs, under the Indenture, equal to the sum of the net present values of all remaining scheduled payments of interest (excluding accrued but unpaid interest) and principal on such Notes from the redemption date or the date of acceleration, as the case may be, to the Par Call Date using as a discount rate the sum of the Canada Yield on such business day or the date of such acceleration, as the case may be, plus 39.5 basis points.

"Change of Control" means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger, amalgamation, consolidation or other business combination transaction), in one or a series of related transactions, of all or substantially all of the properties or assets of Parent and its Subsidiaries taken as a whole to any Person or group of related Persons for purposes of Section 13(d) of the Exchange Act other than to the Company or one of its wholly-owned Subsidiaries or one or more Permitted Holders; (2) the approval by the holders of common stock of Parent of any plan or proposal for the liquidation or dissolution of Parent (whether or not otherwise in compliance with the provisions of the Indenture); (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person or Group becomes the

beneficial owner (as defined in Rules 13d-3 (without giving effect to the proviso in clause (d) (1)(i) thereof) and 13d-5 under the Exchange Act as in effect on the Issue Date), directly or indirectly, of more than 50% of the then-outstanding number of shares of the voting stock of Parent; or (4) Parent ceasing to own, directly or indirectly, 100% of the issued and outstanding shares of voting stock of the Company or the Issuer.

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"Guarantor" means either Parent or the Company, as applicable, in each case until a Successor Purchaser replaces it in accordance with Section 702 of the Indenture and, thereafter, means such Successor Purchaser.

"Indenture" has the meaning set forth in the recitals of this Supplemental Indenture.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P.

"Issue Date" means July 6, 2015, the initial issue date of the Notes.

"Issuer" means the Person named as the "Issuer" in the first paragraph of this Supplemental Indenture, until a successor Person shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Issuer" shall mean such successor Person. To the extent necessary to comply with the requirements of the provisions of the Trust Indenture Legislation as they are applicable to the Issuer, the term "Issuer" shall include any other obligor with respect to the Notes for the purposes of complying with such provisions.

"Merger Agreement" means the Agreement and Plan of Merger, dated as of March 24, 2015, among Parent, Kite Merger Sub Corp., Kite Merger Sub LLC and Kraft Foods Group, Inc. ("Kraft"), as may be amended, supplemented or otherwise modified, pursuant to which Kite Merger Sub Corp. will merge with and into Kraft (the "Merger"), with Kraft surviving the Merger as a wholly owned Subsidiary of Parent. Immediately following the effective time of the Merger, (1) Kraft will be merged with and into Kite Merger Sub LLC, with Kite Merger Sub LLC surviving the merger as a wholly owned subsidiary of Parent, and (2) Parent will effect a series of transactions after which Kite Merger Sub LLC will merge with and into the Company, with the Company surviving (the "Final Merger").

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Notes" has the meaning set forth in the recitals of this Supplemental Indenture For the avoidance of doubt, "Notes" shall include the Additional Notes, if any.

"Par Call Date" means June 6, 2020.

"Permitted Holders" means, collectively, (1) 3G Capital, Inc., and each of its Affiliates but not including, however, any portfolio companies of any of the foregoing, (2) Berkshire Hathaway, Inc., and each of its Affiliates but not including, however, any portfolio companies of any of the foregoing, (3) any one or more Persons, together with such Persons' Affiliates, whose beneficial ownership constitutes or results in a Change of Control in respect of which a Change of Control Offer is made in accordance with the requirements of Article Five, (4) the members of management of Parent (or any parent entity of Parent) or its Subsidiaries who are holders of capital stock of Parent or of any parent entity of Parent on the Issue Date, (5) any Person who is acting solely as an underwriter in connection with a public or private offering of capital stock of any parent entity of Parent or Parent, acting in such capacity, and (6) any Group (within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act or any successor provision) of which any of the foregoing are members; provided that, in the case of such Group and without giving effect to the existence of such Group or any other Group, the Persons referred to in clauses (1) through (4) above collectively have beneficial ownership of more than 50% of the total voting power of the voting stock of Parent or any of its direct or indirect parent entities of Parent held by such Group.

"Rating Agencies" means (1) each of Moody's and S&P; and (2) if either of Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company (as certified by a resolution of the Board of Directors of the Company) as a replacement agency for Moody's or S&P, or both of them, as the case may be.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or any successor to the rating agency business thereof.

"Trustee" means the Person named as the "Trustee" in the first paragraph of this Supplemental Indenture, until a successor shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Trustee" shall mean such successor Trustee.

SECTION 102. Other Definitions.

DEFINED TERM	DEFINED IN SECTION
Additional Notes	301
Change of Control Offer	401(a)
Change of Control Payment Date	501(b)
Maturity Date	301

DEFINED TERM	DEFINED IN SECTION
Redemption Notice Date	304
Special Mandatory Redemption	304
Special Mandatory Redemption Date	304
Special Mandatory Redemption Event	304
Special Mandatory Redemption Price	304

SECTION 103. Effect of Supplemental Indenture.

Upon the execution and delivery of this Supplemental Indenture by the Issuer, the Guarantors and the Trustee, the Indenture shall be supplemented and amended in accordance herewith, and this Supplemental Indenture shall form a part of the Indenture for all purposes; *provided*, *however*, that except as otherwise provided herein, the provisions of this Supplemental Indenture shall be applicable, and the Indenture is hereby supplemented and amended as specified herein, solely with respect to the Notes and not with respect to any other Securities previously issued or to be issued under the Indenture. In the event of a conflict between any provisions of the Indenture and this Supplemental Indenture, the relevant provision or provisions of this Supplemental Indenture shall govern.

SECTION 104. Indenture Remains in Full Force and Effect.

Except as supplemented or amended hereby, all other provisions in the Indenture, to the extent not inconsistent with the terms and provisions of this Supplemental Indenture, shall remain in full force and effect.

SECTION 105. Incorporation of Indenture.

All the provisions of this Supplemental Indenture shall be deemed to be incorporated in, and made a part of, the Indenture; and the Indenture, as supplemented and amended by this Supplemental Indenture, shall be read, taken and construed as one and the same instrument; *provided*, *however*, that the provisions of this Supplemental Indenture are expressly and solely for the benefit of the Holders of the Notes.

SECTION 106. Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall

constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

SECTION 107. Effect of Headings and Table of Contents.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof. Unless otherwise expressly specified, references in this Supplemental Indenture to specific Article numbers or Section numbers refer to Articles and Sections contained in this Supplemental Indenture, and not the Indenture or any other document.

SECTION 108. Successors and Assigns.

All covenants and agreements in this Supplemental Indenture by the Issuer and the Guarantors shall bind their respective successors and permitted assigns (if any), whether so expressed or not. All covenants and agreements of the Trustee in this Supplemental Indenture shall bind its successors and permitted assigns (if any), whether so expressed or not.

SECTION 109. Separability Clause.

In case any provision in this Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 110. Benefits of Supplemental Indenture.

Nothing in this Supplemental Indenture or in the Notes, express or implied, shall give to any Person (other than the parties hereto, any Paying Agent and any Security Registrar, and their successors hereunder, and the Holders) any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture or in respect of the Notes.

SECTION 111. Governing Law.

This Supplemental Indenture and the Notes shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein except with respect to any obligations of a Guarantor under its Guarantee, which shall be governed by and construed in accordance with the laws of the State of New York. This Supplemental Indenture shall, to the extent applicable, be subject to the provisions of Trust Indenture Legislation that are required or deemed to be part of this Supplemental Indenture and shall, to the extent applicable, be governed by such provisions.

ARTICLE TWO

FORM OF THE NOTES

SECTION 201. Forms Generally.

The Notes and the Trustee's certificate of authentication shall be in substantially the forms set forth in this Article, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Supplemental Indenture, or as may reasonably be required by the Depositary and are not prejudicial to the beneficial holders of the Notes, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or as may, consistently herewith, be determined by the officers executing such Notes, as evidenced by their execution of the Notes (but which shall not affect the rights or duties of the Trustee). Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The definitive Notes shall be printed, lithographed or engraved or produced by any combination of these methods or may be produced in any other manner permitted by the rules of the Depositary or any securities exchange on which the Notes may be listed, all as determined by the officers executing such Notes, as evidenced by their execution of such Notes.

The Notes shall be in registered form and shall initially be registered in the name of the Depositary or its nominee. The Notes shall be issued initially as Book-Entry Securities in the form of one or more Global Securities substantially in the form set forth in this Article delivered to the Depositary or a nominee thereof as custodian therefor and held by the Depositary or a nominee thereof for the applicable Clearing Agency Participants, and duly executed by the Issuer and authenticated by the Trustee as provided in Section 204. The Depositary for such Global Securities shall be CDS. The aggregate principal amount of the Global Securities may from time to time be increased or decreased by adjustments made on the records of the Depositary or its nominee, or of the Trustee, as custodian for the Depositary or its nominee, as hereinafter provided.

SECTION 202. Form of Face of Note.

The Notes are to be substantially in the form provided for in this Section 202 and in Section 203 and the Trustee's certificate of authentication to be endorsed on the Notes to be substantially in the form provided for in Section 204:

[Note: Insert if CDS is Depositary – UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO KRAFT CANADA INC. OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN

AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), **ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL** SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.]

[Note: Insert if a Global Security – THIS NOTE IS A GLOBAL SECURITY WITHIN THE MEANING OF THE BASE INDENTURE (HEREINAFTER REFERRED TO). THIS NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE BASE INDENTURE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO THE INDENTURE, (II) THIS NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 207(B) OF THE BASE INDENTURE, (III) THIS NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 211 OF THE BASE INDENTURE AND (IV) EXCEPT AS OTHERWISE PROVIDED IN SECTION 207(B) OF THE BASE INDENTURE, THIS NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY (X) BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY, (Y) BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR (Z) BY THE DEPOSITARY OR ANY NOMINEE TO A SUCCESSOR DEPOSITARY OR TO A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.]

EXCEPT IN THE PROVINCE OF MANITOBA, UNLESS OTHERWISE PERMITTED UNDER CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS NOTE MUST NOT TRADE THE NOTE BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (I) JULY 6, 2015, AND (II) THE DATE THE ISSUER BECOMES A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY OF CANADA. IN THE PROVINCE OF MANITOBA, UNLESS OTHERWISE PERMITTED UNDER APPLICABLE CANADIAN SECURITIES LEGISLATION OR WITH THE PRIOR WRITTEN CONSENT OF THE APPLICABLE REGULATORS, THE HOLDER OF THIS NOTE MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS TWELVE MONTHS AND A DAY AFTER THE DATE THE PURCHASER ACQUIRED THE SECURITY.

KRAFT CANADA INC.

2.70% SENIOR NOTES DUE 2020

No. n CUSIP: n

$n ISIN: n

Kraft Canada Inc., a corporation organized under the federal laws of Canada (herein called the "Issuer", which term includes any successor entity under the Indenture hereinafter referred to), for value received, hereby promises to pay to [CDS & Co.][n] or registered assigns, the principal sum of Canadian dollars (or such other amount that may from time to time be indicated on the records of the Depositary as the result of increases or decreases by adjustments made on the records of the Depositary, in accordance with the rules and procedures of the Depositary) on July 6, 2020, at the office or agency of the Issuer referred to below, and to pay interest thereon in arrears in equal semi-annual installments on January 6 and July 6 of each year (each such date, an "Interest Payment Date") commencing on January 6, 2016, which interest shall accrue from and including July 6, 2015 or, if interest has already been paid or duly provided for, from and including the most recent Interest Payment Date to which interest has been paid or duly provided for, to, but excluding, the next succeeding Interest Payment Date, at a per annum rate of 2.70%, until the principal hereof is paid or duly provided for. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the tenth (10th) Business Day immediately preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date, and may be paid to the Person in whose name this Note (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Default Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Notes not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and interest on this Note will be made at the office or agency of the Issuer maintained for that purpose in the City of Toronto (which initially shall be the Corporate Trust Office of the Trustee), and if the Issuer shall designate and maintain an additional office or agency for such purpose, also at such additional office or agency, in Canadian dollars; *provided*, *however*, that payment of interest may be made at the option of the Issuer by check mailed to the address of the Person entitled thereto as such address shall appear on the Security Register; *provided*, *further*, that all payments of the principal of (and premium, if any) and interest on Notes, the Holders of which have given wire transfer instructions to the Issuer or the Paying Agent at least 10 Business Days prior to the applicable payment date and hold at least Cdn$1,000,000 in principal amount of Notes, will be required to be made by wire transfer of immediately available funds to the accounts specified by such Holders in such

instructions. Any such wire transfer instructions received by the Issuer or the Paying Agent shall remain in effect until revoked by such Holder. Notwithstanding the foregoing, the final payment of principal shall be payable only upon surrender of this Note to the Paying Agent.

For any interim period, interest on this Note shall be computed on the basis of a 365-day year, based on the actual number of days elapsed in the period.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been duly executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

Dated:

KRAFT CANADA INC.

by _____
Name:
Title:

_____
Name:
Title:

SECTION 203. Form of Reverse of Note.

This Note is one of a duly authorized issue of securities of the Issuer designated as its 2.70% Senior Notes due 2020 (herein called the "Notes"), which may be issued under an indenture (as the same may from time to time be supplemented or amended (other than by a Series Supplement), herein called the "Base Indenture") dated as of July 6, 2015 among the Issuer, The Kraft Heinz Company, a Delaware corporation ("Parent"), as guarantor, Kraft Heinz Foods Company, a Pennsylvania corporation (the "Company"), as guarantor, and Computershare Trust Company of Canada, as trustee (herein called the "Trustee", which term includes any successor trustee thereunder), as supplemented and amended by the Third Supplemental Indenture dated as of July 6, 2015 among the Issuer, Parent, the Company (together with Parent, the "Guarantors"), and the Trustee (herein called the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), to which the Indenture reference is hereby made for a statement of the

respective rights, limitations of rights, duties, obligations and immunities thereunder of the Issuer, the Guarantors, the Trustee and the Holders of the Notes, and of the terms upon which the Notes are, and are to be, authenticated and delivered.

On or before each Interest Payment Date, the Issuer shall deliver or cause to be delivered to the Trustee or the Paying Agent an amount in Canadian dollars sufficient to pay the amount due on such payment date.

Payment of Additional Amounts

Section 907 of the Base Indenture shall be applicable to the Notes.

Redemption for Tax Reasons

The Notes will be subject to redemption, at the option of the Issuer, pursuant to Section 1001(b) of the Base Indenture.

Optional Redemption

The Notes are subject to redemption at the option of the Issuer as described in Section 303 of the Supplemental Indenture.

Special Mandatory Redemption

The Notes are subject to Special Mandatory Redemption, as described in Section 304 of the Supplemental Indenture.

Events of Default

If an Event of Default (other than an Event of Default described in Section 401(d) or 401(e) of the Base Indenture) with respect to the Notes shall occur and be continuing, then either the Trustee or the Holders of not less than 25% in principal amount of the Notes then Outstanding may declare the entire principal amount of the Notes due and payable in the manner and with effect provided in the Base Indenture. If an Event of Default specified in Section 401(d) or 401(e) of the Base Indenture occurs, then principal amount of the Notes shall ipso facto become and be immediately due and payable in the manner and with the effect provided in the Base Indenture without any declaration or other act by the Trustee or any Holder.

Amendment and Waiver

Without notice to or the consent of the Holders of the Notes, the Indenture and the Notes may be amended, supplemented or otherwise modified by the Issuer, the Guarantors, as applicable, and the Trustee as provided in the Indenture. The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the Guarantors and the rights of the Holders under the Indenture at any time by the Issuer, the Guarantors (as applicable) and the Trustee with the approval of the Holders of more than 50% of the

principal amount of the Notes at the time Outstanding voted at a meeting or the written consent of Holders of more than 50% of the principal amount the Notes at the time Outstanding. The Indenture also contains provisions permitting the Holders of specified percentages in aggregate principal amount of the Notes at the time Outstanding, on behalf of the Holders of all the Notes, to waive compliance with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by or on behalf of the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of (and premium, if any) and interest on this Note at the times, place, and rate, and in the coin or currency, herein prescribed.

Transfer, Registration and Exchange

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note is registrable on the Security Register, upon surrender of this Note for registration of transfer at the Corporate Trust Office of the Trustee or any other office or agency of the Issuer designated pursuant to the Indenture duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Security Registrar duly executed by, the Holder hereof or its attorney duly authorized in writing, and thereupon one or more replacement Notes of any authorized denomination or denominations, of a like aggregate principal amount and containing identical terms and provisions, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of Cdn$1,000 or any integral multiple thereof.

No service charge shall be made for any registration of transfer or exchange or redemption of Notes, but the Issuer may require payment of a sum sufficient to pay all documentary, stamp or similar issue or transfer taxes or other governmental charges payable in connection with any registration of transfer or exchange.

Prior to the time of due presentment of this Note for registration of transfer, the Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes except as otherwise provided, whether or not this Note be overdue, and neither the Issuer, the Trustee nor any agent shall be affected by notice to the contrary.

All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture. In the event of a conflict between the terms of the Notes and the terms of the Indenture, the terms of the Indenture shall prevail.

SECTION 204. Form of Trustee's Certificate of Authentication.

CERTIFICATE OF AUTHENTICATION

This is one of the Notes referred to in the within-mentioned Third Supplemental Indenture.

COMPUTERSHARE TRUST COMPANY OF CANADA
as Trustee

By: _____
Name:
Title:

Dated: _____

ARTICLE THREE

THE NOTES

SECTION 301. Title and Terms.

The Notes shall be known and designated as the "2.70% Senior Notes due 2020" of the Issuer. The entire unpaid principal amount of each Note shall become due and payable to the Holder thereof on July 6, 2020 (the "Maturity Date"). Interest shall accrue on the aggregate unpaid principal amount of each Note at an annual rate of interest of 2.70% from July 6, 2015 or, if interest has been paid or duly provided for, the most recent Interest Payment Date to which interest has been paid or duly provided for. Such interest shall be payable semi-annually in equal installments on January 6 and July 6 of each year (each such date, an Interest Payment Date for purposes of this Supplemental Indenture), commencing on January 6, 2016 until the principal thereof is paid or duly provided for. Interest on the Notes shall be payable in arrears. The Regular Record Date for the interest payable on any Interest Payment Date shall be the tenth (10th) Business Day immediately preceding such Interest Payment Date.

An unlimited aggregate principal amount of the Notes may be authenticated and delivered under this Supplemental Indenture (of which Cdn$300,000,000 is being issued, authenticated and delivered on the date hereof), including Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes

pursuant to Section 204, 205, 206, 207, 208, 806, 1008 or 1009 of the Indenture and Section 502 hereof. Additional Notes ranking *pari passu* with the Notes issued on the date hereof may be created and issued under the Indenture from time to time by the Issuer without notice to or consent of the Holders, subject to the Issuer complying with any applicable provision of the Indenture ("Additional Notes"). Any Additional Notes created and issued shall have the same terms and conditions as the Notes issued on the date hereof, except for their date of issue, issue price and, if applicable, offering price and first Interest Payment Date. Any Additional Notes having such similar terms, together with the Notes issued on the date hereof, shall constitute a single series of Notes under the Indenture. No Additional Notes may be issued if an Event of Default has occurred with respect to the Notes.

The Notes shall be unsecured, unsubordinated obligations of the Issuer ranking *pari passu* with any other present or future unsecured, unsubordinated obligations of the Issuer.

The Notes shall be denominated in, and all principal of, and interest and premium (if any) on, the Notes shall be payable in Canadian dollars.

The Issuer shall not be obligated to redeem, purchase or repay the Notes pursuant to any sinking fund or analogous provisions or at the option of a Holder of the Notes except as provided in Article Five hereof.

The Notes shall be subject to the covenants (and the related definitions) set forth in Articles Seven and Nine of the Indenture and, except as otherwise provided herein, to any other covenant in the Indenture, and to the defeasance and discharge provisions set forth in Article Three thereof.

SECTION 302. Denominations.

The Notes shall be issuable only in fully registered form without coupons and in denominations of Cdn$1,000 or an integral multiple thereof.

SECTION 303. Optional Redemption.

At any time and from time to time, the Issuer may at its option redeem the Notes, in whole or in part, upon not less than 30 nor more than 60 days' notice at a Redemption Price equal to the greater of (1) 100% of the aggregate principal amount of the Notes to be redeemed and (2) the Canada Yield Price, plus, in each case, accrued and unpaid interest thereon to, but excluding, the Redemption Date, subject to the rights of Holders of such Notes to be redeemed on the relevant record date to receive interest due on an interest payment date that is on or prior to such Redemption Date; provided that if the Issuer redeems the Notes on or after the Par Call Date, the Redemption Price for such Notes to be redeemed will equal 100% of the aggregate principal amount of such Notes redeemed, plus accrued and unpaid interest thereon to, but not including, the Redemption Date. Notes of Cdn$1,000 or less will be redeemed in whole and not in part.

SECTION 304. Special Mandatory Redemption

If the Final Merger is not consummated on or prior to March 31, 2016 or if, prior to such date, the Merger Agreement is terminated (each a "Special Mandatory Redemption Event"), the Notes will be redeemed (the "Special Mandatory Redemption") in whole at a special mandatory redemption price (the "Special Mandatory Redemption Price") equal to 101% of the aggregate principal amount of the Notes, plus accrued but unpaid interest on the principal amount thereon to, but not including, the Special Mandatory Redemption Date (as defined below).

Upon the occurrence of a Special Mandatory Redemption Event, the Issuer shall promptly (but in no event later than 3 Business Days following such Special Mandatory Redemption Event) notify the Trustee in writing (such date of notification, the "Redemption Notice Date"), that the Notes are to be redeemed on the 30th day following the Redemption Notice Date (such date, the "Special Mandatory Redemption Date"), in accordance with the applicable provisions contained in Article Ten of the Indenture. The Trustee, upon receipt of the notice specified above, shall notify each Holder of the Notes in accordance with the applicable provisions of the Indenture that all of the outstanding Notes shall be redeemed at the Special Mandatory Redemption Price on the Special Mandatory Redemption Date automatically and without any further action by the Holders of the Notes. At or prior to 10:00 a.m. (Toronto time) on the Special Mandatory Redemption Date, the Issuer shall deposit funds with the Trustee sufficient to pay the Special Mandatory Redemption Price for each series of Notes on such date. If such deposit is made as provided above, the Notes will cease to bear interest on and after the Special Mandatory Redemption Date.

Notwithstanding anything to the contrary in Article Eight of the Base Indenture, this Section 304 and the related definitions may not be waived or modified without the written consent of each Holder of the Notes. Failure to make the Special Mandatory Redemption, if required, in accordance with this Section 304 will constitute an Event of Default with respect to the Notes.

ARTICLE FOUR

ADDITIONAL COVENANTS

SECTION 401. Change of Control Triggering Event.

(a) Subject to Section 401(b), if a Change of Control Triggering Event occurs, the Issuer shall make an offer to purchase all or any part (equal to Cdn$1,000 or an integral multiple of Cdn$1,000 in excess thereof) of the Notes pursuant to the offer described in Section 501 (the "Change of Control Offer") at a Purchase Price in cash equal to 101% of the aggregate principal amount of the Notes being repurchased, plus accrued and unpaid interest thereon, if any, to but excluding the date of repurchase, subject to the right of Holders of the Notes of record on the relevant Regular Record Date to receive interest due on the relevant Interest Payment Date. The Change of Control Offer shall be made in compliance with the applicable procedures set forth in Section 502 and shall include all instructions and materials necessary to enable Holders to tender their Notes.

(b) The Issuer shall not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (i) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 401 applicable to a Change of Control Offer made by the Issuer and such third party purchases all Notes properly tendered (and not withdrawn) pursuant to such Change of Control Offer or (ii) a notice of redemption with respect to all the outstanding Notes has, prior to or concurrently with such Change of Control Triggering Event, been given pursuant to Section 1005 of the Indenture unless and until there is a default in the payment of the Redemption Price on the applicable Redemption Date or the redemption is not consummated due to the failure of a condition precedent contained in the applicable redemption notice to be satisfied.

(c) Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control Triggering Event, conditional upon such Change of Control Triggering Event, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

SECTION 402. Waiver of Certain Covenants.

(a) Pursuant to Section 908 of the Indenture, the Issuer and the Guarantors may omit in any particular instance to comply with any covenant or condition in Sections 602, 904, 905 or 906 in the Indenture and, subject to Section 402(b), any covenant or condition in this Supplemental Indenture if, before or after the time for such compliance, the Holders of all of the Notes at the time Outstanding shall, by Holder Direction, waive such compliance in such instance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Issuer and the duties of the Trustee in respect of any such covenant or condition shall remain in full force and effect.

(b) Notwithstanding any provision in the Indenture or this Supplemental Indenture to the contrary, (x) the Holders of the Notes may, by Holder Direction, waive, and (y) upon delivery by Holder of the Notes of a Holder Direction, the Issuer, the Guarantors and Trustee may modify, and the Trustee shall upon written request of the Issuer, enter into one or more indentures supplemental for purposes of modifying, any covenant or condition in Section 401 or Section 501, in each case, where such waiver or modification is prior to the occurrence of a Change of Control Triggering Event.

ARTICLE FIVE

CHANGE OF CONTROL PROVISIONS

SECTION 501. Change of Control Notice.

In the event that, pursuant to Section 401, the Issuer shall be required to commence a Change of Control Offer, it shall follow the procedures specified below.

Within 30 days following any Change of Control Triggering Event, the Issuer must send or cause to be sent, electronically or by first-class mail, a notice to each Holder at the address of such Holder appearing in the Security Register or otherwise in accordance with the procedures of the Depositary, with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Change of Control Offer. The Change of Control Offer shall be made to all Holders of Notes. The notice, which shall govern the terms of the Change of Control Offer, shall include:

(a) a description of the transaction or transactions that constitute the Change of Control Triggering Event, and state that the Change of Control Offer is being made pursuant to this Section 501 and Section 401 and that, to the extent lawful, all Notes properly tendered and not withdrawn will be accepted for payment;

(b) the Purchase Date, which must be a Business Day no earlier than 30 days and no later than 60 days from the date such notice is delivered (the "Change of Control Payment Date"), and the Purchase Price;

(c) that, unless the Issuer defaults in the payment of the amount due on the Change of Control Payment Date, all Notes or portions thereof accepted for repurchase pursuant to the Change of Control Offer shall cease to accrue interest on and after the Change of Control Payment Date;

(d) the time prior to the Change of Control Payment Date by which Holders electing to have any Notes purchased pursuant to the Change of Control Offer must surrender, or transfer by book-entry transfer, their Notes to the Issuer, a Depositary, if appointed by the Issuer, or a Paying Agent at the address specified in the notice;

(e) that Holders whose Notes are being repurchased only in part will be issued new Notes equal in principal amount to the portion of the Notes tendered (or transferred by book-entry transfer) that is not to be repurchased, which portion must be equal in a principal amount to any integral multiple of Cdn$1,000;

(f) if such notice is delivered prior to the occurrence of a Change of Control, stating, if applicable, that the Change of Control Offer is conditional on the occurrence of such Change of Control; and

(g) any other instructions, as determined by the Issuer, consistent with this Section 501, that a Holder must follow.

SECTION 502. Acceptance; Deposit of Change in Control Purchase Price.

On the Change of Control Payment Date, the Issuer shall, to the extent permitted by law, (i) accept for payment all Notes or portions thereof properly tendered (and not withdrawn) pursuant to the Change of Control Offer, (ii) deposit or cause to be deposited with the Paying Agent (or, if the Issuer is acting as the Paying Agent, shall segregate and hold in trust as provided in Section 903 of the Indenture) an amount equal to the Purchase Price, together with accrued and unpaid interest thereon to but excluding the Change of Control Payment Date that is payable, in respect of all Notes or portions thereof so tendered and accepted for repurchase and (iii) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions thereof being repurchased by the Issuer.

After the Change of Control Payment Date, (i) the Paying Agent shall promptly deliver to each Holder of Notes properly tendered and accepted the Purchase Price, together with accrued and unpaid interest thereon to but excluding the Change of Control Payment Date, that is payable in respect of such Notes or portions thereof so tendered and accepted for repurchase and (ii) the Issuer shall promptly issue a new Note, and the Trustee, upon written request from the Issuer in the form of an Officer's Certificate shall promptly authenticate and mail or deliver (or cause to transfer by book entry) to each relevant Holder a new Note, in a principal amount equal to any unpurchased portion of the Notes surrendered to the Holder thereof; provided that each such new Note shall be in a principal amount equal to any integral multiple of Cdn$1,000.

If the Change of Control Payment Date is on or after a Regular Record Date and on or before the related Interest Payment Date, any accrued and unpaid interest, to but excluding the Change of Control Payment Date, shall be paid to the Person in whose name a Note is registered at the close of business on such Regular Record Date, and no additional interest shall be payable to Holders pursuant to the Change of Control Offer.

SECTION 503. Repayment to the Issuer.

As provided in the Notes, the Trustee and the Paying Agent shall return to the Issuer any cash that remains unclaimed, together with interest and dividends, if any, thereon, held by them for the payment of the Purchase Price; *provided*, *however*, that, to the extent that the aggregate amount of cash deposited by the Issuer pursuant to Section 502 hereof exceeds the aggregate Purchase Price of the Notes or portions thereof to be purchased, then the Trustee shall hold such excess for the Issuer and promptly after the Business Day following the Purchase Date the Trustee shall upon demand return any such excess to the Issuer together with interest and dividends, if any, thereon.

SECTION 504. Compliance with Law.

The Issuer shall comply with any securities laws, rules and regulations to the extent applicable in connection with the purchase of Notes pursuant to a Change of

Control Offer. To the extent that the provisions of any securities laws, rules or regulations conflict with this Section 501 or Section 401, the Issuer shall comply with the applicable securities laws, rules and regulations and shall not be deemed to have breached its obligations under this Section 501 or Section 401 by virtue thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed all as of the day and year first above written.

KRAFT CANADA INC.,
as Issuer

By: /s/ James Liu
Name: James Liu
Title: Treasurer

THE KRAFT HEINZ COMPANY,
as Guarantor

By: /s/ Fabio Spina
Name: Fabio Spina
Title: Attorney-In-Fact for Paulo Basilio, Vice President, Chief Financial Officer and Secretary

KRAFT HEINZ FOODS COMPANY,
as Guarantor

By: /s/ James Liu
Name: James Liu
Title: Global Treasurer

COMPUTERSHARE TRUST COMPANY OF CANADA

By: /s/ Patricia Wakelin
Name: Patricia Wakelin
Title: Corporate Trust Officer

By: /s/ Charles Cuschieri
Name: Charles Cuschieri
Title: Associate Trust Officer

Signature page to the third supplemental indenture

Exhibit 4.16

EXECUTION VERSION

GUARANTEE AGREEMENT dated as of July 6, 2015 (this "Agreement"), among THE KRAFT HEINZ COMPANY, a corporation existing under the laws of the State of Delaware ("Parent"), as guarantor, KRAFT HEINZ FOODS COMPANY, a corporation existing under the laws of the Commonwealth of Pennsylvania (the "Company"), as guarantor, and COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company existing and licensed under the federal laws of Canada, as trustee (the "Trustee").

WHEREAS Kraft Canada Inc. (the "Issuer"), Parent, the Company and the Trustee are parties to an indenture dated as of July 6, 2015 (as the same may from time to time be supplemented, amended or otherwise modified, the "Indenture");

WHEREAS each of Parent and the Company (collectively, the "Guarantors") wish to guarantee (each, a "Guarantee" and collectively, the "Guarantees") the Issuer's obligations under the Indenture and the Securities issued thereunder;

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 recitals hereto) have the meanings assigned to them in the Indenture.

SECTION 2. Guarantee.

(a) Subject to the terms of this Agreement and pursuant to Section 1201 of the Indenture, each Guarantor hereby guarantees, jointly and severally, irrevocably and unconditionally, on a senior unsecured basis, to each Holder and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, such series of Securities and the obligations of the Issuer under such Securities or the Indenture, that: (1) the principal, premium, if any, and interest on the Securities shall be promptly paid in full when due, whether at Stated Maturity, by acceleration, redemption or otherwise, and interest on the overdue principal and interest on the Securities, if any, if lawful, and all other obligations of the Issuer to the Holders or the Trustee under the Indenture or the Securities shall be promptly paid in full or performed, all in accordance with the terms of the Indenture or such Securities; and (2) in case of any extension of time of payment or renewal of any Securities or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at Stated Maturity, by acceleration or otherwise. Failing payment by the Issuer when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The Guarantors hereby agree that their obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Securities or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever and covenants that this Guarantee shall not be discharged except by complete performance of the obligations contained in the Securities and the Indenture, or pursuant to Section 7 of this Agreement.

(c) Each of the Guarantors also agrees, jointly and severally, to pay any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee or any Holder in enforcing any rights under this Section 2.

(d) If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to the Issuer or the Guarantors, any amount paid either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(e) Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (1) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article Four of the Indenture for the purposes of the Guarantees, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (2) in the event of any declaration of acceleration of such obligations as provided in Article Four of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of the Guarantees. The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Guarantees.

(f) Each Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Issuer for liquidation or reorganization, should the Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Issuer's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Securities are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Securities or the Guarantees, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part

thereof, is rescinded, reduced, restored or returned, the Securities shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(g) In case any provision of any Guarantee shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(h) Each payment to be made by a Guarantor in respect of its Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

SECTION 3. Limitation on Guarantor Liability.

Each Guarantor, and by its acceptance of Securities, each Holder, hereby confirms that it is the intention of all such parties that the Guarantee of such Guarantor not constitute a fraudulent conveyance or a fraudulent transfer for purposes of bankruptcy law in the United States, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to such Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and each Guarantor hereby irrevocably agree that the obligations of each Guarantor shall be limited to the maximum amount as will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Agreement, result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent conveyance or fraudulent transfer under applicable law. Each Guarantor that makes a payment under its Guarantee shall be entitled upon payment in full of all Guaranteed obligations under this Indenture to a contribution from each other Guarantor in an amount equal to such other Guarantor's pro rata portion of such payment based on the respective net assets of all the Guarantors at the time of such payment determined in accordance with generally accepted accounting principles in the United States.

SECTION 4. Execution and Delivery.

(a) Each Guarantor hereby agrees that its Guarantee set forth in Section 2 of this Agreement shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Securities.

(b) If an officer of either Guarantor whose signature is on this Agreement no longer holds that office at the time the Trustee authenticates a Security, the Guarantees shall be valid nevertheless.

(c) The delivery of any Security by the Trustee, after the authentication thereof under the Indenture, shall constitute due delivery of the Guarantees set forth in this Agreement on behalf of the Guarantors.

SECTION 5. Subrogation.

Each Guarantor shall be subrogated to all rights of Holders against the Issuer in respect of any amounts paid by any Guarantor pursuant to the provisions of Section 2 of this Agreement; provided that, if an Event of Default has occurred and is continuing, no Guarantor shall be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuer under the Indenture or the Securities shall have been paid in full.

SECTION 6. Benefits Acknowledged.

Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and that the guarantee and waivers made by it pursuant to its Guarantee are knowingly made in contemplation of such benefits.

SECTION 7. Release of Guarantees.

A Guarantor shall be released and discharged from all obligations under the Indenture and its Guarantee as set forth in Section 1202 of the Indenture.

SECTION 8. Governing Law; Waiver of Jury Trial.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

EACH OF PARENT, THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.

SECTION 9. Successors.

All agreements of Parent, the Company and the Trustee in this Agreement shall bind their successors.

SECTION 10. Counterparts.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed all as of the day and year first above written.

THE KRAFT HEINZ COMPANY,
as Guarantor

By: /s/ Fabio Spina
Name: Fabio Spina
Title: Attorney-In-Fact for Paulo Basilio,Vice President, Chief Financial Officer and Secretary

KRAFT HEINZ FOODS COMPANY,
as Guarantor

By: /s/ James Liu
Name: James Liu
Title: Global Treasurer

COMPUTERSHARE TRUST COMPANY OF CANADA
as Trustee

By: /s/ Patricia Wakelin
Name: Patricia Wakelin
Title Corporate Trust Officer

By: /s/ Charles Cuschieri
Name: Charles Cuschieri
Title Associate Trust Officer

Exhibit 4.17

EXECUTION VERSION

Supplemental Indenture No. 3

SUPPLEMENTAL INDENTURE NO. 3 (this "Supplemental Indenture"), dated as of July 2, 2015, by and among Kraft Foods Group, Inc. (the "Company"), a Virginia corporation, Kite Merger Sub LLC, a Delaware limited liability company ("Merger Sub II"), H. J. Heinz Company, a Pennsylvania corporation (the "Successor"), H.J. Heinz Holding Corporation, a Delaware corporation (the "Parent Guarantor") and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), under the Indenture referred to below.

W I T N E S S E T H:

WHEREAS, the Company and the Trustee are parties to an Indenture, dated as of June 4, 2012 (as amended, supplemented, waived or otherwise modified, the "Indenture"), providing for, among other things, the issuance of 2.250% Notes due 2017, 6.125% Notes due 2018, 5.375% Notes due 2020, 3.500% Notes due 2022, 6.875% Notes due 2039, 6.500% Notes due 2040 and 5.000% Notes due 2042 (the "Securities");

WHEREAS, Section 801 of the Indenture provides that the Company shall not consolidate with or merge into any other corporation or convey or transfer its properties and assets substantially as an entirety to any Person unless, among other things, the corporation formed by such consolidation or into which the Company is merged or the Person which acquires by conveyance or transfer the properties and assets of the Company substantially as an entirety shall expressly assume all the obligations of the Company by an indenture supplemental thereto, executed and delivered to the Trustee;

WHEREAS, substantially concurrently with the execution of this Supplemental Indenture, the Company shall merge with and into Merger Sub II, with Merger Sub II continuing as the surviving corporation (the "Initial Merger"), and, thereafter, Merger Sub II, as the surviving corporation, shall merge with and into the Successor (the "Subsequent Merger"), with the Successor continuing as the surviving corporation;

WHEREAS, pursuant to Section 901 of the Indenture, the Company and the Trustee are authorized to execute and deliver this Supplemental Indenture to (1) evidence the succession of another corporation to the Company and the assumption by such successor of the covenants of the Company in the Indenture and the Securities and (2) add a Guarantee with respect to the Securities, in each case, without the consent of any Holder;

WHEREAS, each of the Company, Merger Sub II, the Successor and the Parent Guarantor have been duly authorized to enter into this Supplemental Indenture; and

WHEREAS, all acts, conditions, proceedings and requirements necessary to make this Supplemental Indenture a valid and binding agreement enforceable in accordance with its terms for the purposes expressed herein, in accordance with its terms, have been duly done and performed.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, Merger Sub II, the Successor, the Parent Guarantor and the Trustee mutually covenant and agree for the benefit of the Trustee and the Holders of the Securities as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Defined Terms. As used in this Supplemental Indenture, terms defined in the Indenture or in the preamble or recitals hereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

ARTICLE II

SUCCESSION TO INDENTURE

SECTION 2.1 Merger Sub II agrees that upon consummation of the Initial Merger, it shall assume the due and punctual payment of principal of, and premium, if any, and interest, if any (including all additional amounts, if any, payable pursuant to Sections 516 or 1010 of the Indenture), on all the Securities and any related coupons and the performance of every covenant of the Indenture on the part of the Company to be performed or observed. Upon the assumption by Merger Sub II of the obligations of the Company as set forth above, Merger Sub II shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if Merger Sub II had been named as the Company therein and thereafter the Company shall be relieved of all obligations and covenants under the Indenture, the Securities and any related coupons.

SECTION 2.2 The Successor agrees that upon consummation of the Subsequent Merger, it shall assume the due and punctual payment of principal of, and premium, if any, and interest, if any (including all additional amounts, if any, payable pursuant to Sections 516 or 1010 of the Indenture), on all the Securities and any related coupons and the performance of every covenant of the Indenture on the part of Merger Sub II to be performed or observed. Upon the assumption by the Successor of the obligations of Merger Sub II as set forth above, the Successor shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if the Successor had been named as the Company therein and thereafter Merger Sub II shall be relieved of all obligations and covenants under the Indenture, the Securities and any related coupons.

ARTICLE III

AGREEMENT TO BE BOUND; GUARANTEE

SECTION 3.1. Agreement to be Bound. The Parent Guarantor hereby becomes a party to the Indenture as a Guarantor and as such will have all of the rights and be subject to all of the obligations and agreements of a Guarantor under the Indenture.

SECTION 3.2. Guarantee. The Parent Guarantor agrees to provide an unconditional Guarantee (the "Parent Guarantee") on the terms and subject to the conditions set forth in Article 14 of the Indenture.

SECTION 3.3. Release of Guarantee. With respect to the Parent Guarantee, clause (a)(1) to Section 1406 of the Indenture is hereby deleted in its entirety and replaced with the following:

"(1) (A) the Company's exercise of its Legal Defeasance option or, except in the case of a Guarantee of any direct or indirect parent of the Company, Covenant Defeasance option in accordance with Article 4 or the Company's obligations under this Indenture being discharged in accordance with the terms of this Indenture;

(B) the transfer of all or substantially all of the Parent Guarantor's assets to, or the merger of the Parent Guarantor with, an entity that assumes the Parent Guarantor's obligations under this Indenture;

(C) the Successor ceasing to be an indirect or direct wholly owned subsidiary of the Parent Guarantor; or

(D) as specified in a supplemental indenture to this Indenture; and".

ARTICLE IV

MISCELLANEOUS

SECTION 4.1. Notices. All notices and other communications to Merger Sub II, the Successor and the Parent Guarantor shall be given as provided in the Indenture to:

H.J. Heinz Company
1 PPG Place, Suite 3100
Pittsburgh, Pennsylvania 15222
Fax: (212) 893-6728
Attention: Corporate Affairs Department

with a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Joshua N. Korff
Michael Kim
Facsimile: (212) 446-4900

SECTION 4.2. Parties. Nothing expressed or mentioned herein is intended or shall be construed to give any Person, firm or corporation, other than the Holders and the Trustee, any legal or equitable right, remedy or claim under or in respect of this Supplemental Indenture or the Indenture or any provision herein or therein contained.

SECTION 4.3. Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 4.4. Severability. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SECTION 4.5. Benefits Acknowledged. The Parent Guarantor's Guarantee is subject to the terms and conditions set forth in the Indenture. The Parent Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and this Supplemental Indenture and that the guarantee and waivers made by it pursuant to its Guarantee are knowingly made in contemplation of such benefits.

SECTION 4.6. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of the Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 4.7. The Trustee. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture or with respect to the recitals contained herein, all of which recitals are made solely by the other parties hereto. The Trustee accepts the amendments of the Indenture effected by this Supplemental Indenture, but on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, or for or with respect to (i) the validity or sufficiency of this Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Company by action or otherwise, (iii) the due execution hereof by the Company or (iv) the consequences of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

SECTION 4.8. Counterparts. The parties hereto may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

SECTION 4.9. Execution and Delivery. The Parent Guarantor agrees that its Guarantee shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such Guarantee on the Securities.

SECTION 4.10. Headings. The headings of the Articles and the Sections in this Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

KRAFT FOODS GROUP, INC.,
as the Company

By: /s/ James Liu
Name: James Liu
Title: Treasurer and Secretary

KITE MERGER SUB, LLC

By: /s/ James Liu
Name: James Liu
Title: Treasurer and Secretary

H. J. HEINZ COMPANY, as the Successor

By: /s/ James Liu
Name: James Liu
Title: Global Treasurer

H.J. HEINZ HOLDING CORPORATION,
as the Parent Guarantor

By: /s/ Fabio Spina
Name: Fabio Spina
Title: Attorney-In-Fact for Paulo Basilio,
Vice President, Chief Financial Officer and Secretary

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Trustee

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

By: /s/ Anthony D'Amato
Name: Anthony D'Amato
Title: Associate

Exhibit 4.18

EXECUTION VERSION

THIRD SUPPLEMENTAL INDENTURE

THIS THIRD SUPPLEMENTAL INDENTURE (the "Supplemental Indenture") between H.J. Heinz Holding Corporation, a Delaware corporation (the "Company"), H. J. Heinz Company, a Pennsylvania corporation (as successor to the Predecessor Issuer as defined below) (the "Issuer"), and The Bank of New York Mellon (as successor trustee to Bank One, National Association) (the "Trustee"), is made and entered into as of July 2, 2015.

W I T N E S S E T H:

WHEREAS, H. J. Heinz Finance Company, a Delaware corporation (the "Predecessor Issuer"), the Issuer and the Trustee have heretofore executed and delivered an Indenture, dated as of July 6, 2001 (as amended and supplemented thereto, the "Indenture"), pursuant to which the Predecessor Issuer issued 6.75% Debentures due 2032 and 7.125% Debentures due 2039 (the "Notes");

WHEREAS, the Predecessor Issuer merged with and into the Issuer and the Issuer assumed all of the obligations of the Notes pursuant to the Second Supplemental Indenture, dated as of June 18, 2015;

WHEREAS, on March 24, 2015, the Company entered into an Agreement and Plan of Merger, pursuant to which Kraft Foods Group, Inc., will, through a series of transactions, merge with and into the Issuer (the "Merger");

WHEREAS, in connection with the Merger, the Company, the ultimate parent company of the Issuer, intends to become a guarantor of the Notes;

WHEREAS, Section 901 of the Indenture provides that the Issuer and the Trustee may amend, supplement or modify the Indenture, without the consent of any Holder to add to the covenants for the benefit of the Holders of all or any series of Securities;

WHEREAS, this Supplemental Indenture is being executed pursuant to and in accordance with Section 901 of the Indenture to provide that the Company shall become a guarantor under the Indenture; and

WHEREAS, all things necessary to make this Supplemental Indenture a valid agreement of the Company in accordance with its terms have been done.

NOW THEREFORE, in consideration of the premises provided for herein, the Company, the Issuer, a and the Trustee mutually covenant and agree for the equal and proportionate benefit of all Holders of the Notes as follows:

ARTICLE ONE

SECTION 101. Incorporation of Previous Documents.

This Supplemental Indenture is a supplemental indenture within the meaning of the Indenture and shall be read together therewith, and shall have the same effect as though all the provisions thereof and hereof were contained in one instrument. Unless otherwise expressly provided, the provisions of the Indenture are incorporated herein by reference.

SECTION 102. Definitions.

Unless otherwise provided herein, the terms used herein shall have the meanings ascribed to such terms in the Indenture.

SECTION 103. Governing Law.

This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 104 Counterparts.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 105 Trustee.

The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture. The recitals and statements herein are deemed to be those of the parties hereto other than the Trustee.

ARTICLE TWO

ADDITION OF THE COMPANY AS A PARTY TO THE INDENTURE

SECTION 201 New Guarantee

By execution of this Supplemental Indenture, the Company agrees that it shall be a party to, and shall become a Guarantor, on the terms and subject to the conditions set forth in Article 13 of the Indenture, and be subject to, bound by and entitled to the benefits of, the Indenture, as supplemented by Supplemental Indenture, as a Guarantor thereunder.

SECTION 202 Release of Guarantee

The Guarantee by the Company shall be automatically and unconditionally released and discharged, and no further action by the Company, the Issuer or the Trustee shall be required for the release of the Company's Guarantee, upon:

(1) (A) [reserved]; or

(B) as specified in a supplemental indenture to the Indenture; and

(2) the Company delivering to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction and/or release have been complied with.

At the written request of the Issuer, the Trustee shall execute and deliver any documents reasonably required in order to evidence such release, discharge and termination in respect of the Guarantee.

[*The remainder of this page is intentionally blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

H. J. HEINZ COMPANY, as Issuer

By: /s/ James Liu
Name: James Liu
Title: Global Treasurer

H.J. HEINZ HOLDING CORPORATION, as Guarantor

By: /s/ Fabio Spina
Name: Fabio Spina
Title: Attorney-In-Fact for Paulo Basilio,
Vice President, Chief Financial Officer and Secretary

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Laurence J. O'Brien
Name: Laurence J. O'Brien
Title: Vice President

Exhibit 4.19

EXECUTION VERSION

THIRD SUPPLEMENTAL INDENTURE

THIS THIRD SUPPLEMENTAL INDENTURE (the "Supplemental Indenture") between H.J. Heinz Holding Corporation, a Delaware corporation (the "Company" or the "Guarantor"), H. J. Heinz Company, a Pennsylvania corporation (as successor to the Predecessor Issuer as defined below) (the "Issuer"), and The Bank of New York Mellon (as successor trustee to The First National Bank of Chicago) (the "Trustee"), is made and entered into as of July 2, 2015.

WITNESSETH

WHEREAS, H. J. Heinz Finance Company, a Delaware corporation (the "Predecessor Issuer") and the Trustee have heretofore executed and delivered an Indenture, dated as of July 15, 1992 (as amended and supplemented thereto, the "Indenture"), pursuant to which the Issuer issued 6.375% U.S. Dollar Debentures due July 2028 (the "Notes");

WHEREAS, the Predecessor Issuer merged with and into the Issuer and the Issuer assumed all of the obligations of the Notes pursuant to the Second Supplemental Indenture, dated as of June 18, 2015;

WHEREAS, on March 24, 2015, the Company entered into an Agreement and Plan of Merger, pursuant to which Kraft Foods Group, Inc., will, through a series of transactions, merge with and into the Issuer (the "Merger");

WHEREAS, in connection with the Merger, the Company, the ultimate parent company of the Issuer, intends to become a guarantor of the Notes;

WHEREAS, Section 901 of the Indenture provides that the Issuer and the Trustee may amend, supplement or modify the Indenture, without the consent of any Holder to add to the covenants for the benefit of the Holders of all or any series of Securities;

WHEREAS, this Supplemental Indenture is being executed pursuant to and in accordance with Section 901 of the Indenture to provide that the Company shall become a guarantor under the Indenture; and

WHEREAS, all things necessary to make this Supplemental Indenture a valid agreement of the Company in accordance with its terms have been done.

NOW THEREFORE, in consideration of the premises provided for herein, the Company, the Issuer, and the Trustee mutually covenant and agree for the equal and proportionate benefit of all Holders of the Notes as follows:

ARTICLE ONE

Incorporation of Previous Documents

This Supplemental Indenture is a supplemental indenture within the meaning of the Indenture and shall be read together therewith, and shall have the same effect as though all the provisions thereof and hereof were contained in one instrument. Unless otherwise expressly provided, the provisions of the Indenture are incorporated herein by reference.

Section 101 Definitions

Except as otherwise expressly provided herein or unless the context otherwise requires, each capitalized term that is used in this Supplemental Indenture but not defined herein shall have the meaning specified in the Indenture. The terms “hereof,” “herein,” “hereunder” and other words of similar import refer to this Supplemental Indenture.

Section 102 Governing Law

THIS SUPPLEMENTAL INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 103 Counterparts

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 104 Trustee

The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture. The recitals and statements herein are deemed to be those of the parties hereto other than the Trustee.

ARTICLE TWO

Guarantees

Section 201 Guarantee

(a) Subject to this Article 2, the Guarantor and, to the extent provided for in any supplemental indenture to the Indenture, each other guarantor (each, a “Guarantor”) hereby will guarantee (each, a “Guarantee”), jointly and severally, irrevocably and unconditionally, on a senior unsecured basis, to each Holder and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes and the obligations of the Issuer hereunder or thereunder, that: (1) the principal, premium, if any, and interest on the Notes shall be promptly paid in full when due, whether at stated maturity, by acceleration, redemption or otherwise, and interest on the overdue principal and interest on the Notes, if any,

if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or under the Notes shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (2) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment by the Issuer when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The Guarantors hereby agree that their obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuer, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest, notice and all demands whatsoever and covenants that this Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture, or pursuant to Section 206.

(c) Each of the Guarantors also agrees, jointly and severally, to pay any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Trustee or any Holder in enforcing any rights under this Section 201.

(d) If any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to the Issuer or the Guarantors, any amount paid either to the Trustee or such Holder, this Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(e) Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (1) the maturity of the obligations guaranteed hereby may be accelerated for the purposes of this Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (2) in the event of any declaration of acceleration of such obligations, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Guarantee. The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Guarantees.

(f) Each Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Issuer for liquidation or reorganization, should the Issuer become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Issuer's assets, and shall, to

the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes or the Guarantees, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded, reduced, restored or returned, the Notes shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(g) In case any provision of any Guarantee shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(h) Each payment to be made by a Guarantor in respect of its Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

Section 202 Limitation on Guarantor Liability

Each Guarantor, and by its acceptance of the Notes, each Holder, hereby confirms that it is the intention of all such parties that the Guarantee of such Guarantor does not constitute a fraudulent conveyance or a fraudulent transfer for purposes of bankruptcy law in the United States, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to such Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and each Guarantor hereby irrevocably agree that the obligations of each Guarantor shall be limited to the maximum amount as will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 2, result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent conveyance or fraudulent transfer under applicable law. Each Guarantor that makes a payment under its Guarantee shall be entitled upon payment in full of all guaranteed obligations under the Indenture to a contribution from each other Guarantor in an amount equal to such other Guarantor's pro rata portion of such payment based on the respective net assets of all the Guarantors at the time of such payment determined in accordance with generally accepted accounting principles in the United States.

Section 203 Execution and Delivery

(a) To evidence its Guarantee set forth in Section 201, the Company hereby agrees that the Indenture shall be executed on behalf of the Company by an officer of the Company or a person holding an equivalent title, and each other Guarantor hereby agrees that a supplemental indenture to the Indenture shall be executed on behalf of such Guarantor by an Officer or person holding an equivalent title.

(b) The Company hereby agrees that its Guarantee set forth in Section 201, and each other Guarantor shall in such supplemental indenture agree that its Guarantee set forth in Section 201, shall remain in full force and effect notwithstanding the absence of the endorsement of any notation of such guarantee on the Notes.

(c) If an officer whose signature is on the Indenture or a supplemental indenture no longer holds that office at the time the Trustee authenticates the Notes, such Guarantees shall be valid nevertheless.

(d) The delivery of any Notes by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Guarantee set forth in the Indenture or supplemental indenture on behalf of the Guarantors.

Section 204 Subrogation

Each Guarantor shall be subrogated to all rights of Holders against the Issuer in respect of any amounts paid by any Guarantor pursuant to the provisions of Section 201; provided that, if an Event of Default has occurred and is continuing, no Guarantor shall be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Issuer under the Indenture or the Notes shall have been paid in full.

Section 205 Benefits Acknowledged

Each Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and that the guarantee and waivers made by it pursuant to its Guarantee are knowingly made in contemplation of such benefits.

Section 206 Release of Guarantees

(a) A Guarantee by a Guarantor shall be automatically and unconditionally released and discharged, and no further action by such Guarantor, the Issuer or the trustee shall be required for the release of such Guarantor's Guarantee, upon:

(1) (A) [reserved]; or

(B) as specified in a supplemental indenture to the Indenture; and

(2) such Guarantor delivering to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for in the Indenture relating to such transaction and/or release have been complied with.

At the written request of the Issuer, the Trustee shall execute and deliver any documents reasonably required in order to evidence such release, discharge and termination in respect of the applicable Guarantee.

[*The remainder of this page is intentionally blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the day and year first written above.

H. J. HEINZ COMPANY, as Issuer

By: /s/ James Liu
Name: James Liu
Title: Global Treasurer

H.J. HEINZ HOLDING CORPORATION, as Guarantor

By: /s/ Fabio Spina
Name: Fabio Spina
Title: Attorney-In-Fact for Paulo Basilio,
Vice President, Chief Financial Officer and Secretary

THE BANK OF NEW YORK MELLON, as Trustee

By: /s/ Laurence J. O'Brien
Name: Laurence J. O'Brien
Title: Vice President

Exhibit 10.1

EXECUTION VERSION

CREDIT AGREEMENT

dated as of July 6, 2015,

among

THE KRAFT HEINZ COMPANY,

KRAFT HEINZ FOODS COMPANY,

THE INITIAL LENDERS AND ISSUING BANKS NAMED HEREIN,

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

and

J.P. MORGAN EUROPE LIMITED,
as London Agent

BARCLAYS BANK PLC,
CITIBANK, N.A.,
GOLDMAN SACHS BANK USA,
MORGAN STANLEY SENIOR FUNDING, INC.
and
WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Revolving Syndication Agents

COBANK, ACB,
as Term Syndication Agent

J.P. MORGAN SECURITIES LLC, BARCLAYS BANK PLC, CITIGROUP GLOBAL MARKETS INC.,
GOLDMAN SACHS BANK USA, MORGAN STANLEY SENIOR FUNDING, INC. and
WELLS FARGO SECURITIES, LLC,
as Revolving Joint Lead Arrangers and Revolving Joint Bookrunners

J.P. MORGAN SECURITIES LLC and COBANK, ACB,
as Term Joint Lead Arrangers and Term Joint Bookrunners

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CREDIT AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of July 6, 2015, among THE KRAFT HEINZ COMPANY, a Delaware corporation ("Kraft Heinz"); KRAFT HEINZ FOODS COMPANY, a Pennsylvania corporation (the "Parent Borrower"), as a borrower and a guarantor; the banks, financial institutions and other institutional lenders listed on the signature pages hereof (the "Initial Lenders"); JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders (as hereinafter defined) (in such capacity, and together with any successor agent appointed in accordance with Section 7.06, the "Administrative Agent"); and J.P. MORGAN EUROPE LIMITED, as London agent for the Lenders (in such capacity, and together with any successor London agent appointed in accordance with Section 7.06, the "London Agent").

The parties hereto agree as follows:

ARTICLE I

Definitions and Accounting Terms

SECTION 1.01 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Administrative Agent" has the meaning specified in the preamble; provided that (a) unless the context otherwise requires, the term "Administrative Agent" (i) when used with respect to any Advance or Borrowing denominated in Euro or Sterling, or any Advance or Borrowing at the CDO Rate, shall mean the London Agent and (ii) shall include any other Affiliate of JPMorgan Chase Bank, N.A. through which it shall perform any of its obligations in such capacity hereunder and (b) for purposes of Articles VII and VIII and Section 9.04, shall include each of the foregoing.

"Administrative Agent Account" means such account of the Administrative Agent as is designated in writing from time to time by the Administrative Agent to the Parent Borrower and the Lenders.

"Advance" means a Pro Rata Advance, a Competitive Bid Advance or a Term Loan.

"Affiliated Lender" means any fund or other similar investment vehicle under the control of any Sponsor; provided that the term "Affiliated Lender" shall not include Kraft Heinz, any Subsidiary of Kraft Heinz or any other Person any Equity Interests in which are directly or indirectly held by Kraft Heinz.

"Affiliated Lender Limitation" means the requirement that the aggregate amount of the Term Loans held or beneficially owned by all the Affiliated Lenders, taken as a whole, shall not at any time exceed 25% of the aggregate amount of the Term Loans of all the Term Lenders at such time.

"Agents" means the Administrative Agent, the London Agent, each Syndication Agent and each Joint Lead Arranger.

"Aggregate Alternative Currency Exposure" means, at any time, the portion of the Aggregate Revolving Credit Exposure at such time attributable to Pro Rata Advances denominated in Euro, Sterling or Canadian Dollars.

"Aggregate Competitive Bid Exposure" means, at any time, the sum of the Competitive Bid Exposures of all Revolving Lenders at such time.

"Aggregate Revolving Credit Exposure" means, at any time, the sum of the Revolving Credit Exposures of all the Revolving Lenders at such time.

"Agreement" has the meaning specified in the preamble.

"Agreement Currency" has the meaning specified in Section 9.15.

"Alternative Currency" means any lawful currency (other than US Dollars) that is readily available and freely transferable and convertible into US Dollars, unless such currency is rejected by the applicable Issuing Bank in accordance with Section 2.21(b).

"Alternative Currency Sublimit" means US$1,000,000,000.

"Anti-Corruption Laws" means all laws, rules, and regulations of the United States from time to time concerning or relating to bribery or corruption, including the FCPA, and the U.K. Bribery Act 2010.

"Applicable Creditor" has the meaning specified in Section 9.15.

"Applicable Interest Rate Margin" means the Applicable Pro Rata Interest Rate Margin or the Applicable Term Interest Rate Margin, as the context requires.

"Applicable Lending Office" means, with respect to each Lender, such Lender's Domestic Lending Office in the case of a Pro Rata Advance denominated in US Dollars or a Term Loan and, in the case of a Pro Rata Advance denominated in Euro, Sterling or Canadian Dollars, a Competitive Bid Advance or a Letter of Credit, the office of such Lender notified by such Lender to the Administrative Agent as its Applicable Lending Office with respect to such Pro Rata Advance, Competitive Bid Advance or Letter of Credit.

"Applicable Pro Rata Interest Rate Margin" means, on any date, (a) as to any Pro Rata Advance that is a Base Rate Advance or Canadian Prime Rate Advance, the applicable rate per annum set forth below under the caption "Base Rate/Canadian Prime Rate Spread" and (b) as to any Pro Rata Advance that is a LIBO Rate Advance, EURIBO Rate Advance or CDO Rate Advance, the applicable rate per annum set forth below under the caption "LIBO/EURIBO/CDO Rate Spread", determined by reference to (i) the rating of the Parent Borrower's long-term senior unsecured, non-credit enhanced Debt from Standard & Poor's and (ii) the rating of the Parent Borrower's long-term senior unsecured, non-credit enhanced Debt from Moody's, in each case applicable on such date:

Category	Long-Term Senior Unsecured, Non-Credit Enhanced Debt Rating	Base Rate/Canadian Prime Rate Spread	LIBO/EURIBO/ CDO Rate Spread
I	A- or higher by Standard & Poor's A3 or higher by Moody's	0.000%	0.875%
II	BBB+ by Standard & Poor's Baa1 by Moody's	0.000%	1.000%
III	BBB by Standard & Poor's Baa2 by Moody's	0.125%	1.125%
IV	BBB- by Standard & Poor's Baa3 by Moody's	0.250%	1.250%
V	Lower than BBB- by Standard & Poor's Lower than Baa3 by Moody's	0.750%	1.750%

provided that, on any date of determination pursuant to clause (a) or (b) above, (A) if such ratings established by Standard & Poor's and Moody's shall fall within different Categories, the Applicable Pro Rata Interest Rate Margin shall be the applicable rate per annum corresponding to the higher (or numerically lower) of such Categories unless one of the ratings is two or more Categories lower than the other, in which case the Applicable Pro Rata Interest Rate Margin shall be determined by reference to the Category next below that Category corresponding to the higher of the two ratings and (B) if either Standard & Poor's or Moody's shall not have in effect such a rating, then such rating agency shall be deemed to have established a rating in Category V.

"Applicable Pro Rata Unused Line Fee Rate" means, on any date, a percentage per annum equal to the percentage set forth below determined by reference to (a) the rating of the Parent Borrower's long-term senior unsecured, non-credit enhanced Debt from Standard & Poor's and (b) the rating of the Parent Borrower's long-term senior unsecured, non-credit enhanced Debt from Moody's, in each case applicable on such date:

Category	Long-Term Senior Unsecured, Non-Credit Enhanced Debt Rating	Applicable Pro Rata Unused Line Fee Rate
I	A- or higher by Standard & Poor's A3 or higher by Moody's	0.080%
II	BBB+ by Standard & Poor's Baa1 by Moody's	0.095%
III	BBB by Standard & Poor's Baa2 by Moody's	0.110%
IV	BBB- by Standard & Poor's Baa3 by Moody's	0.125%
V	Lower than BBB- by Standard & Poor's Lower than Baa3 by Moody's	0.225%

provided that, on any date of determination, (i) if such ratings established by Standard & Poor's and Moody's shall fall within different Categories, the Applicable Pro Rata Unused Line Fee Rate shall be the applicable rate per annum corresponding to the higher (or numerically lower) of such Categories unless one of the ratings is two or more Categories lower than the other, in which case the Applicable Pro Rata Unused Line Fee Rate shall be determined by reference to the Category next below that Category corresponding to the higher of the two ratings and (ii) if either Standard & Poor's or Moody's shall not have in effect such a rating, then such rating agency shall be deemed to have established a rating in Category V.

"Applicable Term Interest Rate Margin" means, on any date, (a) as to any Term Loan that is a Base Rate Advance, the applicable rate per annum set forth below under the caption "Base Rate Spread" and (b) as to any Term Loan that is a LIBO Rate Advance, the applicable rate per annum set forth below under the caption "LIBO Rate Spread", determined by reference to (i) the rating of the Parent Borrower's long-term senior unsecured, non-credit enhanced Debt from Standard & Poor's and (ii) the rating of the Parent Borrower's long-term senior unsecured, non-credit enhanced Debt from Moody's, in each case applicable on such date:

Category	Long-Term Senior Unsecured, Non-Credit Enhanced Debt Rating	Base Rate Spread	LIBO Rate Spread
I	BBB or higher by Standard & Poor's Baa2 or higher by Moody's	0.125%	1.125%
II	BBB- by Standard & Poor's Baa3 by Moody's	0.250%	1.250%
III	Lower than BBB- by Standard & Poor's Lower than Baa3 by Moody's	0.750%	1.750%

provided that, on any date of determination pursuant to clause (a) or (b) above, (A) if such ratings established by Standard & Poor's and Moody's shall fall within different Categories, the Applicable Term Interest Rate Margin shall be the applicable rate per annum corresponding to the higher (or numerically lower) of such Categories unless one of the ratings is two or more Categories lower than the other, in which case the Applicable Term Interest Rate Margin shall be determined by reference to the Category next below that Category corresponding to the higher of the two ratings and (B) if either Standard & Poor's or Moody's shall not have in effect such a rating, then such rating agency shall be deemed to have established a rating in Category III.

"Applicable Unused Line Fee Rate" means the Applicable Pro Rata Unused Line Fee Rate or the Applicable Term Unused Line Fee Rate, as the context may require.

"Assignment and Acceptance" means an assignment and acceptance entered into by a Lender and an Eligible Assignee, and accepted by the Administrative Agent, (a) other than in the case of any assignment by or to an Affiliated Lender, an Assignment and Acceptance substantially in form of Exhibit C-1, and (b) in the case of any assignment by or to an Affiliated Lender, an Affiliated Lender Assignment and Acceptance substantially in the form of Exhibit C-2.

"Augmenting Lender" has the meaning assigned to such term in Section 2.18(a).

"Base Rate" means a fluctuating interest rate per annum in effect from time to time, which rate per annum shall at all times be equal to the highest of:

(a) the rate of interest announced publicly by the Administrative Agent in New York, New York, from time to time, as the Administrative Agent's prime rate in effect on such day;

(b) 1/2 of one percent per annum above the New York Fed Bank Rate in effect on such day; and

(c) the LIBO Rate on such day (or if such day is not a Business Day, the immediately preceding Business Day) for a deposit in US Dollars with a maturity of one month plus 1% per annum;

provided that (i) for purposes of clause (c) above, the LIBO Rate on any day shall be the applicable Screen Rate at the Specified Time on such day and (ii) the Base Rate shall not be less than zero. Any change in the Base Rate due to a change in the Administrative Agent's prime rate, the New York Fed Bank Rate or the LIBO Rate shall be effective from and including the effective date of such change in the Administrative Agent's prime rate, the New York Fed Bank Rate or the LIBO Rate, respectively.

"Base Rate Advance" means a Pro Rata Advance or a Term Loan that bears interest as provided in Section 2.04(a)(i).

"Board" means the Board of Governors of the Federal Reserve System of the United States (or any successor).

"Borrowers" means, collectively, the Parent Borrower and each Designated Subsidiary that shall become a party to this Agreement pursuant to Section 9.08.

"Borrowing" means a Pro Rata Borrowing, a Competitive Bid Borrowing or a Term Borrowing.

"Borrowing Minimum" means (a) in the case of a Borrowing denominated in US Dollars, US$25,000,000 and (b) in the case of a Borrowing denominated in Euro, Sterling or Canadian Dollars, the smallest amount of such currency that is a multiple of 1,000,000 units of such currency and that has a US Dollar Equivalent Amount of US$25,000,000 or more.

"Borrowing Multiple" means (a) in the case of a Borrowing denominated in US Dollars, US$1,000,000 and (b) in the case of a Borrowing denominated in Euro, Sterling or Canadian Dollars, the smallest amount of such currency that is a multiple of 1,000,000 units of such currency and that has a US Dollar Equivalent Amount of US$1,000,000 or more.

"Business Day" means a day of the year on which banks are not required or authorized by law to remain closed in New York City and if the applicable Business Day relates to (a) any LIBO Rate Advances or Floating Rate Bid Advances bearing interest at the LIBO Rate, on which dealings are carried on in the London interbank market and banks are open for general business in London, (b) any EURIBO Rate Advances or Floating Rate Bid Advances bearing interest at the EURIBO Rate, on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system is open for the settlement of payments in Euro and banks are open for general business in London and (c) any CDO Rate Advances or Floating Rate Bid Advances bearing interest at the CDO Rate, on which banks are open for general business in Toronto and London.

"Canadian Dollars" or "Cdn.$" means the lawful currency of Canada.

"Canadian Prime Rate" means, on any day, the rate determined by the Administrative Agent to be the higher of (a) the rate equal to the PRIMCAN Index rate as set forth on the Bloomberg screen (or, in the event that the PRIMCAN Index does not appear on a page of the Bloomberg screen, on the appropriate page of such other information service that publishes such index as shall be selected by the Administrative Agent from time to time in its reasonable discretion) at 10:15 a.m. (Toronto time) on such day and (b) the average rate for 30 day Canadian Dollar bankers' acceptances as set forth on the Reuters screen page that displays such rate (currently Reuters Screen CDOR Page) (or, in the event such rate does not appear on a page of the Reuters screen, on the appropriate page of such other information service that publishes such rate as shall be selected by the Administrative Agent from time to time in its reasonable discretion) at 10:15 a.m. (Toronto time) on such day, plus 1% per annum; provided, that if any the above rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. Any change in the Canadian Prime Rate due to a change in the PRIMCAN Index or the CDO Rate shall be effective from and including the effective date of such change in the PRIMCAN Index or CDO Rate, respectively.

"Canadian Prime Rate Advance" means a Pro Rata Advance that bears interest as provided in Section 2.04(a)(v).

"Cash Collateralization Date" has the meaning assigned to such term in Section 2.21(h)(ii).

"Cash Collateralize" has the meaning specified in Section 2.21(h)(i).

"CDO Rate" means, with respect to any CDO Rate Advance or any Floating Rate Bid Advance denominated in Canadian Dollars for any Interest Period, the applicable Screen Rate as of the Specified Time on the Quotation Day.

"CDO Rate Advance" means a Pro Rata Advance that bears interest as provided in Section 2.04(a)(iv).

"Class" when used in reference to (a) any Advance or Borrowing, refers to whether such Advance, or the Advances comprising such Borrowing, are Pro Rata Advances, Competitive Bid Advances or Term Loans, (b) any Commitment, refers to whether such Commitment is a Revolving Commitment or a Term Commitment and (c) any Lender, refers to whether such Lender has an Advance or Commitment of a particular Class. Additional Classes of Advances, Borrowings, Commitments and Lenders may be established pursuant to Section 2.18.

"Closing Date" means the date on which the conditions precedent set forth in Section 3.01 are satisfied.

"CoBank Fee Letter" means the fee letter dated as of June 4, 2015, between H. J. Heinz Company and CoBank, ACB.

"Commission" means the United States Securities and Exchange Commission.

"Commitment" means a Revolving Commitment or a Term Commitment or any combination thereof, as the context requires.

"Commitment Increase" has the meaning assigned to such term in Section 2.18(a).

"Commitment Letter" means the Commitment Letter dated June 2, 2015, among H. J. Heinz Company, JPMorgan Chase Bank, N.A. and J.P. Morgan Securities LLC.

"Committed Advance" means a Pro Rata Advance or a Term Loan, as the context requires.

"Committed Borrowing" means a Pro Rata Borrowing or a Term Borrowing, as the context requires.

"Competitive Bid Advance" means an advance by a Revolving Lender to any Borrower as part of a Competitive Bid Borrowing resulting from the competitive bidding procedure described in Section 2.07 and refers to a Fixed Rate Bid Advance or a Floating Rate Bid Advance.

"Competitive Bid Borrowing" means a borrowing consisting of simultaneous Competitive Bid Advances of the same Type and currency and, in the case of Floating Rate Bid Advances, as to which a single Interest Period is in effect, made to the same Borrower by each of the Revolving Lenders whose offer to make one or more Competitive Bid Advances as part of such borrowing has been accepted under the competitive bidding procedure described in Section 2.07.

"Competitive Bid Exposure" means, with respect to any Revolving Lender at any time, the sum at such time of the US Dollar Equivalent Amounts of the principal amounts of such Lender's Competitive Bid Advances outstanding at such time.

"Competitive Bid Note" means a promissory note of any Borrower payable to any Lender, or its registered assigns, in substantially the form of Exhibit A-2 hereto, evidencing the indebtedness of such Borrower to such Lender resulting from a Competitive Bid Advance made by such Lender to such Borrower.

"Competitive Bid Reduction" has the meaning specified in Section 2.01(a)(i).

"Consolidated Capitalization" means the total assets appearing on the most recent available consolidated balance sheet of Kraft Heinz and its Subsidiaries, less (a) total current liabilities reflected on such consolidated balance sheet, including liabilities for indebtedness maturing more than 12 months from the date of the original creation thereof, but maturing within 12 months from the date of such consolidated balance sheet, and (b) deferred income tax liabilities reflected in such consolidated balance sheet, all as determined in accordance with GAAP.

"Consolidated Tangible Assets" means the total assets appearing on the most recent available consolidated balance sheet of Kraft Heinz and its Subsidiaries, less goodwill and other intangible assets and the minority interests of other Persons in such Subsidiaries, all as determined in accordance with GAAP.

"Convert," "Conversion" and "Converted" each refers to a conversion of Pro Rata Advances or Term Loans of one Type into Pro Rata Advances or Term Loans, as applicable, of another Type pursuant to Section 2.06(b), 2.06(c), 2.08 or 2.13 or, in the case of LIBO Rate Advances, EURIBO Rate Advances or CDO Rate Advances, continuation thereof as Pro Rata Advances or Term Loans, as applicable, of such Type for a new Interest Period pursuant to Section 2.06(a) or 2.06(c).

"Debt" means (a) indebtedness for borrowed money or for the deferred purchase price of property or services, whether or not evidenced by bonds, debentures, notes or similar instruments, (b) obligations as lessee under leases that, in accordance with accounting principles generally accepted in the United States as of the Closing Date, are recorded as capital leases, and (c) obligations under direct or indirect guaranties in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of any other Person of the kinds referred to in clause (a) or (b) above.

"Default" means any event specified in Section 6.01 that would constitute an Event of Default but for the requirement that notice be given or time elapse or both.

"Defaulting Lender" means any Revolving Lender, as reasonably determined by the Administrative Agent, that has (a) failed, within two Business Days of the date required to be funded by it hereunder, to fund (i) any portion of its Pro Rata Advances or (ii) any portion of its participations in Letters of Credit, (b) notified any Borrower, the Administrative Agent, any Issuing Bank or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit, (c) failed, within three Business Days after written request by the Administrative Agent or any Issuing Bank, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Pro Rata Advances and participations in outstanding Letters of Credit (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent or such Issuing Bank), (d) otherwise failed to pay over to the Administrative Agent or any other Lender or Issuing Bank any other amount required to be paid by it hereunder within three Business Days of the date when due, or (e) become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent

to, approval of or acquiescence in any such proceeding or appointment, in the case of clauses (a) through (d) unless the subject of a good faith dispute and such Lender has notified the Administrative Agent in writing of such; provided that a Revolving Lender shall not be a Defaulting Lender under clause (e) above solely by virtue of the ownership or acquisition of any ownership interest in such Lender or a parent company thereof or the exercise of control over a Lender or parent company thereof by a Governmental Authority or instrumentality thereof, provided, however, that such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States of America or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any agreements made by such Person.

"Designated Subsidiary" means any wholly-owned Subsidiary of the Parent Borrower designated for borrowing privileges under this Agreement pursuant to Section 9.08.

"Designated Subsidiary Obligations" has the meaning specified in Section 8.01.

"Designation Agreement" means, with respect to any Designated Subsidiary, an agreement in the form of Exhibit D hereto signed by such Designated Subsidiary and the Parent Borrower.

"Domestic Lending Office" means, with respect to any Lender, the office of such Lender specified as its "Domestic Lending Office" opposite its name on Schedule II hereto or in the Assignment and Acceptance pursuant to which it became a Lender, or such other office of such Lender as such Lender may from time to time specify to the Parent Borrower and the Administrative Agent.

"Domestic Subsidiary" means any Subsidiary of the Parent Borrower incorporated or organized under the laws of the United States of America, any State thereof or the District of Columbia.

"Eligible Assignee" means (a) a commercial bank organized under the laws of the United States, or any State thereof, and having total assets in excess of US$5,000,000,000; (b) a commercial bank organized under the laws of any other country which is a member of the Organization for Economic Cooperation and Development (or any successor) ("OECD"), or a political subdivision of any such country, and having total assets in excess of US$5,000,000,000, provided that such bank is acting through a branch or agency located in the country in which it is organized or another country which is also a member of the OECD or the Cayman Islands; (c) the central bank of any country which is a member of the OECD; (d) a commercial finance company or finance Subsidiary of a corporation organized under the laws of the United States, or any State thereof, and having total assets in excess of US$3,000,000,000; (e) an insurance company organized under the laws of the United States, or any State thereof, and having total assets in excess of US$5,000,000,000; (f) any Lender; (g) an affiliate of any Lender; and (h) any other bank, commercial finance company, insurance company or other Person approved in writing by the Parent Borrower (such approval not to be unreasonably withheld, delayed or conditioned), which approval shall be notified to the Administrative Agent; provided that neither (i) any Defaulting Lender or any natural person nor (ii) Kraft Heinz, the Parent Borrower or any of their affiliates (other than, subject to the requirements of Section 9.07, any Affiliated Lender) shall be permitted to be an Eligible Assignee.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"ERISA Affiliate" means any Person that for purposes of Title IV of ERISA is a member of Kraft Heinz's or any Borrower's controlled group, or under common control with Kraft Heinz or any Borrower, within the meaning of Section 414(b) or (c) of the Internal Revenue Code or, solely for purposes of Section 412 of the Internal Revenue Code, under Section 414(m) or (o) of the Internal Revenue Code.

"ERISA Event" means (a) (i) the occurrence with respect to a Plan of a reportable event, within the meaning of Section 4043(c) of ERISA, unless the 30-day notice requirement with respect thereto has been waived by the Pension Benefit Guaranty Corporation (or any successor) ("PBGC"), or (ii) the requirements of subsection (1) of Section 4043(b) of ERISA (without regard to subsection (2) of such section) are met with respect to a contributing sponsor, as defined in Section 4001(a)(13) of ERISA, of a Plan, and an event described in paragraph (9), (10), (11), (12) or (13) of Section 4043(c) of ERISA is reasonably expected to occur with respect to such Plan within the following 30 days; (b) the application for a minimum funding waiver with respect to a Plan; (c) the provision by the administrator of any Plan of a notice of intent to terminate such Plan, pursuant to Section 4041(a)(2) of ERISA (including any such notice with respect to a plan amendment referred to in Section 4041(e) of ERISA); (d) the cessation of operations at a facility of Kraft Heinz or any Borrower or any of their ERISA Affiliates in the circumstances described in Section 4062(e) of ERISA; (e) the withdrawal by Kraft Heinz or any Borrower or any of their ERISA Affiliates from a Multiple Employer Plan during a plan year for which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA; (f) the conditions set forth in Section 303(k)(1)(A) and (B) of ERISA to the creation of a Lien upon property or rights to property of Kraft Heinz or any Borrower or any of their ERISA Affiliates for failure to make a required payment to a Plan are satisfied; or (g) the termination of a Plan by the PBGC pursuant to Section 4042 of ERISA, or the occurrence of any event or condition described in Section 4042 of ERISA that constitutes grounds for the termination by the PBGC of, or the appointment of a trustee to administer, a Plan.

"EURIBO Rate" means, with respect to any EURIBO Rate Advance or any Floating Rate Bid Advance denominated in Euro for any Interest Period, the applicable Screen Rate as of the Specified Time on the Quotation Day.

"EURIBO Rate Advance" means a Pro Rata Advance that bears interest as provided in Section 2.04(a)(iii).

"Euro" or "€" means the single currency unit of the member States of the European Community that adopt or have adopted the Euro as their lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

"Eurocurrency Lending Office" means, with respect to any Lender, the office of such Lender specified as its "Eurocurrency Lending Office" opposite its name on Schedule II hereto or in the Assignment and Acceptance pursuant to which it became a Lender (or, if no such office is specified, its Domestic Lending Office), or such other office of such Lender as such Lender may from time to time specify to the Parent Borrower and the Administrative Agent.

"Eurocurrency Liabilities" has the meaning assigned to that term in Regulation D of the Board, as in effect from time to time.

"Eurocurrency Rate Reserve Percentage" for any Interest Period, for all LIBO Rate Advances or Floating Rate Bid Advances denominated in US Dollars comprising part of the same Borrowing owing to a Lender which is a member of the Federal Reserve System, means the reserve percentage applicable for such Lender two Business Days before the first day of such Interest Period under regulations issued from time to time by the Board for determining the maximum reserve requirement (including, without limitation, any emergency, supplemental or other marginal reserve requirement) for a member bank of the Federal Reserve System in New York City with respect to liabilities or assets consisting of or including Eurocurrency Liabilities (or with respect to any other category of liabilities that includes deposits by reference to which the interest rate on such LIBO Rate Advances or Floating Rate Bid Advances is determined) having a term equal to such Interest Period.

"Event of Default" has the meaning specified in Section 6.01.

"Existing Revolving Maturity Date" has the meaning specified in Section 2.10(b).

"Extending Lender" has the meaning specified in Section 2.10(b).

"Extension Date" has the meaning specified in Section 2.10(b).

"FATCA" means Sections 1471 through 1474 of the Internal Revenue Code as enacted as of the date hereof (without regard to the delayed effective date) or any amended or successor version that is substantively comparable and, in each case, regulations promulgated thereunder or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code as of the date hereof (or any amended or successor version described above), and any intergovernmental agreement between the United States and another jurisdiction implementing the foregoing (or any law, regulation or other official administrative interpretation implementing such an intergovernmental agreement).

"FCPA" means the United States Foreign Corrupt Practices Act of 1977.

"Federal Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy".

"Federal Funds Effective Rate" means, for any day, the rate calculated by the New York Fed based on such day's federal funds transactions by depository institutions (as determined in such manner as the New York Fed shall set forth on its public website from time to time) and published on the next succeeding Business Day by the New York Fed as the federal funds effective rate; provided that if such rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Fixed Rate Bid Advance" means a Competitive Bid Advance bearing interest based on a fixed rate per annum as specified in the relevant Notice of Competitive Bid Borrowing.

"Floating Rate Bid Advance" means a Competitive Bid Advance bearing interest at a rate of interest quoted as a margin over (a) in the case of Competitive Bid Advances denominated in US Dollars or Sterling, the LIBO Rate, (b) in the case of Competitive Bid Advances denominated in Euro, the EURIBO Rate or (c) in the case of Competitive Bid Advances denominated in Canadian Dollars, the CDO Rate, in each case as specified in the relevant Notice of Competitive Bid Borrowing.

"Foreign Subsidiary" means, with respect to any Person, each Subsidiary of such Person that is not organized under the laws of the United States of America or any political subdivision or any territory thereof.

"Form S-4" means the Form S-4 Registration Statement filed by Kraft Heinz with the Commission on April 10, 2015. Unless specified otherwise, references to the Form S-4 shall be deemed to refer to such Form as it is amended or supplemented from time to time.

"GAAP" has the meaning specified in Section 1.03.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supranational bodies exercising such powers or functions, such as the European Union or the European Central Bank).

"Guaranty" has the meaning specified in Section 8.01.

"Holdco" means H.J. Heinz Holding Corporation, a Delaware corporation, whose successor in interest is Kraft Heinz.

"Holdco Guaranty Agreement" means the Holdco Guaranty Agreement dated as of the Closing Date, between Kraft Heinz and the Administrative Agent.

"Home Jurisdiction Non-U.S. Withholding Taxes" means in the case of a Designated Subsidiary that is not a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code, withholding taxes imposed by the jurisdiction under the laws of which such Designated Subsidiary is organized, resident or doing business or any political subdivision thereof.

"Home Jurisdiction U.S. Withholding Taxes" means, in the case of the Parent Borrower and a Designated Subsidiary that is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code, withholding for United States federal income taxes and United States federal back-up withholding taxes.

"Increase" has the meaning assigned to such term in Section 2.18(a).

"Increase Amendment" has the meaning assigned to such term in Section 2.18(a).

"Incremental Term Loan" has the meaning assigned to such term in Section 2.18(a).

"Initial Filing Date" means the date of the first filing with the Commission by Kraft Heinz following the Closing Date of a Quarterly Report on Form 10-Q or an Annual Report on Form 10-K, whichever shall be filed earlier.

"Initial Issuing Banks" means the banks listed on the signature pages hereof as the initial Issuing Banks.

"Initial Lender" has the meaning specified in the preamble.

"Interest Period" means, for each LIBO Rate Advance, EURIBO Rate Advance or CDO Rate Advance comprising part of the same Borrowing and each Floating Rate Bid Advance comprising part of the same Competitive Bid Borrowing, the period commencing on the date of such Advance or the date of Conversion into any such LIBO Rate Advance, EURIBO Rate Advance or CDO Rate Advance and ending on the last day of the period selected by the applicable Borrower pursuant to the provisions hereof. The duration of each such Interest Period shall be one (or less than one month if available to all Lenders of the applicable Class), two, three or six months or, if available to all Lenders of the applicable Class, 12 months, as such Borrower may select upon notice received by the Administrative Agent not later than 11:00 a.m. (Local Time) on the third Business Day (in the case of any such Advance denominated in US Dollars) or the fourth Business Day (in the case of any other such Advance) prior to the first day of such Interest Period; provided, however, that:

(a) such Borrower may not select any Interest Period that ends after the applicable Maturity Date;

(b) whenever the last day of any Interest Period would otherwise occur on a day other than a Business Day, the last day of such Interest Period shall be extended to occur on the next succeeding Business Day, provided that if such extension would cause the last day of such Interest Period to occur in the next following calendar month, the last day of such Interest Period shall occur on the immediately preceding Business Day; and

(c) whenever the first day of any Interest Period occurs on a day of an initial calendar month for which there is no numerically corresponding day in the calendar month that succeeds such initial calendar month by the number of months equal to the number of months in such Interest Period, such Interest Period shall end on the last Business Day of such succeeding calendar month.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and the rulings issued thereunder.

"Interpolated Screen Rate" means, with respect to any LIBO Rate Advance, EURIBO Rate Advance or CDO Rate Advance comprising part of the same Pro Rata Borrowing or Term Borrowing or any Floating Rate Bid Advance comprising part of the same Competitive Bid Borrowing, denominated in any currency for any Interest Period, a rate per annum which results from interpolating on a linear basis between (a) the applicable Screen Rate for the longest maturity for which a Screen Rate is available that is shorter than such Interest Period and (b) the applicable Screen Rate for the shortest maturity for which a Screen Rate is available that is longer than such Interest Period, in each case as of the Specified Time on the Quotation Day.

"Issuing Bank LC Collateral Account" has the meaning assigned to such term in Section 2.21(h)(ii).

"Issuing Banks" means each Initial Issuing Bank and any other Revolving Lender approved as an Issuing Bank by the Administrative Agent and the Parent Borrower so long as each such Lender expressly agrees to perform in accordance with their terms all of the obligations that by the terms of this Agreement are required to be performed by it as an Issuing Bank and notifies the Administrative Agent of its Applicable Lending Office and the amount of its Letter of Credit Commitment (which information shall be recorded by the Administrative Agent in the Register), for so long as such Initial Issuing Bank or Lender, as the case may be, shall have a Letter of Credit Commitment. Each Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by affiliates of such Issuing Bank, in which case the term "Issuing Bank" shall include any such affiliate with respect to Letters of Credit issued by such affiliate (it being agreed that such Issuing Bank shall, or shall cause such affiliate to, comply with the requirements of Section 2.21 with respect to such Letters of Credit).

"Joint Lead Arrangers" means the Revolving Joint Lead Arrangers and the Term Joint Lead Arrangers.

"JPM Fee Letter" means the fee letter dated June 2, 2015, among Heinz, JPMorgan Chase Bank, N.A. and J.P. Morgan Securities LLC.

"Judgment Currency" has the meaning specified in Section 9.15.

"Kraft Foods Group" means Kraft Foods Group, Inc., a Virginia corporation.

"Kraft Heinz" has the meaning specified in the preamble.

"Lenders" means the Initial Lenders, any New Lender, any Augmenting Lender and their respective successors and permitted assignees.

"Letter of Credit" means a Letter of Credit issued or to be issued hereunder by any Issuing Bank.

"Letter of Credit Agreement" has the meaning specified in Section 2.21(b).

"Letter of Credit Commitment" means, with respect to any Issuing Bank at any time, the US Dollar amount set forth opposite such Issuing Bank's name on Schedule I hereto under the column "Letter of Credit Commitment" or, if such Issuing Bank has entered into any Assignment and Acceptance or otherwise modified its Letter of Credit Commitment in accordance with the definition of "Issuing Bank," set forth for such Issuing Bank in the Register maintained by the Administrative Agent pursuant to Section 9.07(d), as such amount may be reduced or increased at or prior to such time by written agreement among such Issuing Bank, the Administrative Agent and the Parent Borrower.

"Letter of Credit Disbursement" means a payment or disbursement made by any Issuing Bank pursuant to a Letter of Credit.

"Letter of Credit Exposure" means, for any Lender at any time, its ratable share, based on its Revolving Commitment, of the sum of (a) the US Dollar Equivalent Amount of all outstanding Letter of Credit Disbursements that have not been reimbursed by the applicable Borrower at such time and (b) the aggregate US Dollar Equivalent Amount then available for drawing under all Letters of Credit. If all the Revolving Commitments have terminated or expired, the Letter of Credit Exposure of any Lender shall be determined based upon the Revolving Commitments most recently in effect, giving effect to any assignments. For purposes of computing the US Dollar Equivalent Amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Sections 1.04 and 1.05.

"Letter of Credit Fronting Fee" has the meaning specified in Section 2.09(c)(ii).

"Letter of Credit Participation Fee" has the meaning specified in Section 2.09(c)(i).

"LIBO Rate" means, with respect to any LIBO Rate Advance or any Floating Rate Bid Advance denominated in US Dollars or Sterling for any Interest Period, the applicable Screen Rate as of the Specified Time on the Quotation Day.

"LIBO Rate Advance" means a Pro Rata Advance or Term Loan that bears interest as provided in Section 2.04(a)(ii).

"Lien" has the meaning specified in Section 5.02(a).

"Local Time" means (a) with respect to an Advance or Borrowing denominated in US Dollars, any Letter of Credit or an Advance or Borrowing at the Canadian Prime Rate, New York City time, (b) with respect to an Advance or Borrowing denominated in Euro, Frankfurt time and (c) with respect to an Advance or Borrowing denominated in Sterling or an Advance or Borrowing at the CDO Rate, London time.

"London Agent" has the meaning set forth in the preamble.

"Majority in Interest" means, at any time, (a) when used in reference to Revolving Lenders, Lenders having Revolving Credit Exposures and unused Revolving Commitments representing more than 50% of the sum of the total Revolving Credit Exposures and the total unused Revolving Commitment at such time and (b) when used in reference to the Term Lenders, Lenders holding outstanding Term Loans and unused Term Commitments representing more than 50% of all Term Loans and unused Term Commitments outstanding at such time; provided that for the purposes of this definition, the amount of Term Loans and unused Term Commitments of any Affiliated Lender shall be excluded.

"Major Subsidiary" means any direct or indirect Subsidiary of Kraft Heinz that has at any time total assets (after intercompany eliminations) exceeding US$5,000,000,000.

"Margin Stock" means margin stock, as defined in Regulation U.

"Material Adverse Effect" means a material adverse effect on (a) the financial condition or operations of Kraft Heinz and its Subsidiaries, taken as a whole, (b) the validity or enforceability of this Agreement or the Holdco Guaranty Agreement or (c) the rights and remedies of the Administrative Agent and the Lenders under this Agreement and the Holdco Guaranty Agreement, taken as a whole.

"Maturity Date" means the Revolving Maturity Date or the Term Maturity Date, as the context requires.

"Merger Agreement" means the Agreement and Plan of Merger dated as of March 24, 2015, among Kraft Heinz, Kite Merger Sub Corp., a Virginia corporation, Kite Merger Sub LLC, a Delaware limited liability company, and Kraft Foods Group.

"Merger Transactions" means the mergers and contributions described in the Merger Agreement pursuant to which the Parent Borrower will become a successor to each of H. J. Heinz Company and Kraft Foods Group.

"Minimum Shareholders' Equity" means Total Shareholders' Equity of not less than (a) for all periods ending prior to the Initial Filing Date, US$30,000,000,000, and (b) for all periods ending on or after the Initial Filing Date, 60% of Total Shareholders' Equity as reflected in the latest consolidated balance sheet (but after giving effect to the exclusions set forth in the definition of the term "Total Shareholders' Equity") of Kraft Heinz and its Subsidiaries contained in the Quarterly Report on Form 10-Q or Annual Report on Form 10-K, as applicable, filed by Kraft Heinz with the Commission on the Initial Filing Date.

"MNPI" means material information concerning Kraft Heinz, the Borrowers and their respective Subsidiaries or any securities of any of the foregoing Persons that has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD under the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended. For purposes of this definition, "material information" means information concerning Kraft Heinz, the Borrowers and their respective Subsidiaries, or any securities of any of the foregoing, that could reasonably be expected to be material for purposes of the United States federal and state securities laws.

"Moody's" means Moody's Investors Service, Inc. and any successor thereto.

"Multiemployer Plan" means a multiemployer plan, as defined in Section 4001(a)(3) of ERISA, to which Kraft Heinz or any Borrower or any ERISA Affiliate is making or accruing an obligation to make contributions, or has within any of the preceding five plan years made or accrued an obligation to make contributions, such plan being maintained pursuant to one or more collective bargaining agreements.

"Multiple Employer Plan" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of Kraft Heinz or any Borrower or any ERISA Affiliate and at least one Person other than Kraft Heinz or such Borrower and the ERISA Affiliates or (b) was so maintained and in respect of which Kraft Heinz or such Borrower or any ERISA Affiliate would have liability under Section 4064 or 4069 of ERISA in the event such plan has been or were to be terminated.

"New Lender" has the meaning specified in Section 2.10(b)(v).

"New York Fed" means the Federal Reserve Bank of New York.

"New York Fed Bank Rate" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day; provided that if both such rates are not so published for any day that is a Business Day, the term "New York Fed Bank Rate" means the rate quoted for such day for a federal funds transaction at 11:00 a.m. (New York City time) on such day received by the Administrative Agent from a Federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Non-Consenting Lender" has the meaning specified in Section 9.07(h).

"Non-Extending Lender" has the meaning specified in Section 2.10(b).

"Non-U.S. Lender" means, with respect to a Borrower that is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code, any Lender that is not a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code.

"Note" means a Pro Rata Note, a Competitive Bid Note or a Term Note.

"Notice of Committed Borrowing" has the meaning specified in Section 2.02(a).

"Notice of Competitive Bid Borrowing" has the meaning specified in Section 2.07(b).

"Notice of Issuance" has the meaning specified in Section 2.21(b).

"Obligations" means all obligations of the Parent Borrower, each other Borrower and Kraft Heinz now or hereafter existing under this Agreement, the Notes or the Holdco Guaranty Agreement.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Other Taxes" has the meaning specified in Section 2.15(b).

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.–managed banking offices of depository institutions (as such composite rate shall be determined by the New York Fed as set forth on its public website from time to time) and published on the next succeeding Business Day by the New York Fed as an overnight bank funding rate (from and after such date as the New York Fed shall commence to publish such composite rate); provided that if such rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"Parent Borrower" has the meaning specified in the preamble.

"Participant Register" has the meaning specified in Section 9.07(e).

"Patriot Act" has the meaning specified in Section 9.14.

"Person" means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company or other entity, or a government or any political subdivision or agency thereof.

"Plan" means a Single Employer Plan or a Multiple Employer Plan.

"Post-Maturity Cash Collateralize" has the meaning specified in Section 2.21(h)(ii).

"Post-Maturity Letter of Credit" has the meaning specified in Section 2.21(b).

"Process Agent" has the meaning specified in Section 9.11(a).

"Pro Rata Advance" means an advance by a Lender to any Borrower as part of a Pro Rata Borrowing and refers to a Base Rate Advance, a Canadian Prime Rate Advance, a LIBO Rate Advance, a EURIBO Rate Advance or a CDO Rate Advance.

"Pro Rata Borrowing" means a borrowing consisting of simultaneous Pro Rata Advances of the same Type and currency and, in the case of LIBO Rate Advances, EURIBO Rate Advances or CDO Rate Advances, as to which a single Interest Period is in effect, made by each of the Lenders to the same Borrower pursuant to Section 2.01(a)(i).

"Pro Rata Note" means a promissory note of any Borrower payable to any Lender, or its registered assigns, delivered pursuant to a request made under Section 2.17 in substantially the form of Exhibit A-1 hereto, evidencing the aggregate indebtedness of such Borrower to such Lender resulting from the Pro Rata Advances made by such Lender to such Borrower.

"Quotation Day" means (a) with respect to US Dollars for any Interest Period, two Business Days prior to the first day of such Interest Period, (b) with respect to Sterling or Canadian Dollars for any Interest Period, the first day of such Interest Period and (c) with respect to Euro for any Interest Period, the day two TARGET Days before the first day of such Interest Period, in each case unless market practice differs in the Relevant Interbank Market for any currency, in which case the Quotation Day for such currency shall be determined by the Administrative Agent in accordance with market practice in the Relevant Interbank Market (and if quotations would normally be given by leading banks in the Relevant Interbank Market on more than one day, the Quotation Day shall be the last of those days).

"Refinancing" has the meaning specified in Section 3.01(h).

"Register" has the meaning specified in Section 9.07(d).

"Regulation U" means Regulation U of the Board, as in effect from time to time.

"Relevant Interbank Market" means (a) with respect to US Dollars or Sterling, the London interbank market, (b) with respect to Euro, the European interbank market and (c) with respect to Canadian Dollars, the Toronto interbank market.

"Required Lenders" means at any time Lenders having Revolving Credit Exposures, Term Loans and unused Commitments representing more than 50% of the sum of the total Revolving Credit Exposures, outstanding Term Loans and unused Commitments of all Lenders at such time; provided that, for purposes of declaring the Advances to be due and payable pursuant to Article VI, and for all purposes after the Advances become due and payable pursuant to Article VI or the Revolving Commitments expire or terminate, the outstanding Competitive Bid Advances of the Revolving Lenders shall be included in their respective Revolving Credit Exposures in determining the Required Lenders; and provided further that the Revolving Credit Exposure, Revolving Commitments and Competitive Bid Advances of any Defaulting Lender and Term Loans and Term Commitments of any Affiliated Lender shall be disregarded in determining Required Lenders at any time. With respect to any matter requiring the approval of the Required Lenders, it is understood that Voting Participants shall have the voting rights specified in Section 9.07(e)(vii) as to such matter.

"Revaluation Date" means with respect to any Letter of Credit, each of the following: (a) each date of issuance of a Letter of Credit denominated in an Alternative Currency, (b) each date of an amendment of any such Letter of Credit having the effect of increasing the amount thereof, (c) each date of any payment by the applicable Issuing Bank of any Letter of Credit denominated in an Alternative Currency and (d) such additional dates as the Administrative Agent, the Parent Borrower or the applicable Issuing Bank shall reasonably determine or a Majority in Interest of the Revolving Lenders shall require.

"Revolving Commitment" means as to any Lender (a) the US Dollar amount set forth opposite such Lender's name on Schedule I hereto under the column "Revolving Commitment", (b) if such Lender becomes a Revolving Lender pursuant to an Assignment and Acceptance, the US Dollar amount set forth for such Lender in the Register maintained by the Administrative Agent pursuant to Section 9.07(d), or (c) if such Lender becomes a Revolving Lender pursuant to an Increase Amendment, the US Dollar amount of "Revolving Commitments" set forth for such Lender in such Increase Amendment, in each case as such amount may be increased pursuant to Section 2.18, reduced pursuant to Section 2.10 or reduced or increased pursuant to assignments by or to such Lender pursuant to Section 9.07. The initial aggregate amount of the Revolving Commitments is US$4,000,000,000.

"Revolving Credit Exposure" means, with respect to any Revolving Lender at any time, the sum of (a) the sum of the US Dollar Equivalent Amounts of the principal amounts of such Lender's Pro Rata Advances outstanding at such time and (b) such Lender's Letter of Credit Exposure at such time.

"Revolving Joint Lead Arranger" means J.P. Morgan Securities LLC, Barclays Bank PLC, Citigroup Global Markets Inc., Morgan Stanley Senior Funding, Inc., Goldman Sachs Bank USA and Wells Fargo Securities, LLC, each in its capacity as a Joint Lead Arranger and Joint Bookrunner for the revolving credit facility provided for herein.

"Revolving Lender" means a Lender with a Revolving Commitment or Revolving Credit Exposure.

"Revolving Maturity Date" means the earlier of (a) the date that is five years after the Closing Date, subject to the extension thereof pursuant to Section 2.10(b), and (b) the date of termination in whole of the Revolving Commitments pursuant to Section 2.10(a) or 6.02; provided that, when used in reference to determining whether a Letter of Credit is a Post-Maturity Letter of Credit, the term Revolving Maturity Date shall be determined disregarding clause (b) thereof.

"Revolving Syndication Agent" means Barclays Bank PLC, Citibank, N.A., Goldman Sachs Bank USA, Morgan Stanley Senior Funding, Inc. and Wells Fargo Bank, National Association, each in its capacity as a Revolving Syndication Agent for the revolving credit facility provided for herein.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom.

"Sanctioned Person" means any Person listed in any Sanctions related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union or any European Union member state, or any Person controlled by any such Person.

"Screen Rate" means (a) in respect of the LIBO Rate for any currency for any Interest Period, a rate per annum equal to the London interbank offered rate as administered by the ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for deposits in such currency (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period as set forth on the Reuters screen page that displays such rate (currently LIBOR01 or LIBOR02) (or, in the event such rate does not appear on a page of the Reuters screen, on the appropriate page of such other information service that publishes such rate as shall be selected by the Administrative Agent from time to time in its reasonable discretion), (b) in respect of the EURIBO Rate for any Interest Period, the percentage per annum determined by the Banking Federation of the European Union for a term equivalent to such

Interest Period as set forth on the Reuters screen page that displays such rate (currently EURIBOR01) (or, in the event such rate does not appear on a page of the Reuters screen, on the appropriate page of such other information service that publishes such rate as shall be selected by the Administrative Agent from time to time in its reasonable discretion) with a term equivalent to such Interest Period and (c) in respect of the CDO Rate for any Interest Period, a rate per annum equal to the Canadian Dealer Offered Rate (or any comparable or successor rate) for a term equivalent to such Interest Period as set forth on the Reuters screen page that displays such rate (currently Reuters Screen CDOR Page) (or, in the event such rate does not appear on a page of the Reuters screen, on the appropriate page of such other information service that publishes such rate as shall be selected by the Administrative Agent from time to time in its reasonable discretion); provided that (i) if, as to any currency, no Screen Rate shall be available for a particular Interest Period but Screen Rates shall be available for maturities both longer and shorter than such Interest Period, than the Screen Rate for such Interest Period shall be the Interpolated Screen Rate, and (ii) if any Screen Rate, determined as provided above, would be less than zero, such Screen Rate shall for all purposes of this Agreement be zero.

"Single Employer Plan" means a single employer plan, as defined in Section 4001(a)(15) of ERISA, that (a) is maintained for employees of Kraft Heinz or any Borrower or any ERISA Affiliate and no Person other than Kraft Heinz or such Borrower and the ERISA Affiliates or (b) was so maintained and in respect of which Kraft Heinz or such Borrower or any ERISA Affiliate would have liability under Section 4069 of ERISA in the event such plan has been or were to be terminated.

"Specified Time" means (a) with respect to the LIBO Rate, 11:00 a.m. (London time), (b) with respect to the EURIBO Rate, 11:00 a.m. (Frankfurt time) and (c) with respect to the CDO Rate, 10:15 a.m. (Toronto time).

"Sponsor" means each of (a) 3G Capital Ltd. and 3G Special Situations Fund III, L.P. and (b) Berkshire Hathaway Inc.

"Spot Rate" for a currency means, on any day, the rate at which such currency may be exchanged into US Dollars, as set forth at approximately 11:00 a.m. (London time), on such date on the Reuters World Currency Page for such currency. In the event that such rate does not appear on any Reuters World Currency Page, the Spot Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by the Administrative Agent or the applicable Issuing Bank, as the case may be, and the Parent Borrower, or, in the absence of such an agreement, such Spot Rate shall instead be the arithmetic average of the buy and sell spot rates of exchange of the Administrative Agent or the applicable Issuing Bank, as the case may be, or of one of their respective Affiliates in the market where its, or such Affiliate's, foreign currency exchange operations in respect of such currency are then being conducted, at approximately 11:00 a.m. (London time), on such date for the purchase of US Dollars for delivery two Business Days later; provided that if at the time of any such determination, for any reason, no such spot rate is being quoted, the Administrative Agent or the applicable Issuing Bank may use any reasonable method it deems appropriate to determine such rate, and such determination shall be conclusive absent manifest error.

"Standard & Poor's" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, and any successor thereto.

"Sterling" or "£" means the lawful currency of the United Kingdom.

"Subsidiary" of any Person means any Person of which (or in which) more than 50% of the outstanding capital stock (or similar equity interests) having voting power to elect a majority of the Board of Directors (or similar governing body) of such Person (irrespective of whether at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency) is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person's other Subsidiaries.

"Syndication Agent" means the Revolving Syndication Agents and the Term Syndication Agent.

"TARGET Day" means any day on which both (a) the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) payment system (or, if such payment system ceases to be operative, such other payment system as shall be determined by the Administrative Agent to be a replacement therefor for purposes hereof) is open for the settlement of payments in Euro and (b) banks in London are open for general business.

"Taxes" has the meaning specified in Section 2.15(a).

"Term Borrowing" means a borrowing consisting of Term Loans of the same Type and, in the case of LIBO Rate Advances, as to which a single Interest Period is in effect.

"Term Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make a Term Loan on the Closing Date, expressed as an amount representing the maximum principal amount of the Term Loan to be made by such Lender, as such commitment may be (a) reduced pursuant to Section 2.10 and (b) reduced or increased pursuant to assignments by or to such Lender pursuant to Section 9.07. The initial amount of each Lender's Term Commitment, if any, is set forth on Schedule I under the column "Term Commitment" or in the applicable Assignment and Acceptance pursuant to which such Lender shall have assumed its Term Commitments, as applicable. The initial aggregate amount of the Term Commitments is US$600,000,000.

"Term Joint Lead Arranger" means J.P. Morgan Securities LLC and CoBank, ACB, each in its capacity as a Term Joint Lead Arranger and Term Joint Bookrunner for the term loan credit facility provided for herein.

"Term Lender" means a Lender with a Term Commitment or an outstanding Term Loan.

"Term Loan" means an advance made by a Lender to the Parent Borrower pursuant to Section 2.01(a)(ii). Each Term Loan shall be a Base Rate Advance or a LIBO Rate Advance.

"Term Maturity Date" means the date that is seven years after the Closing Date.

"Term Note" means a promissory note of the Parent Borrower payable to any Lender, or its registered assigns, delivered pursuant to a request made under Section 2.17 in substantially the form of Exhibit A-3 hereto, evidencing the aggregate indebtedness of the Parent Borrower to such Lender resulting from the Term Loans held by such Lender.

"Term Syndication Agent" means CoBank, ACB, in its capacity as a Term Syndication Agent for the term credit facility provided for herein.

"Total Shareholders' Equity" means total shareholders' equity, as reflected on the consolidated balance sheet of Kraft Heinz and its Subsidiaries prepared in accordance with GAAP (excluding (a) accumulated other comprehensive income or losses, (b) the cumulative effects of any changes in accounting principles, including the adoption of "mark-to-market" accounting in respect of pension and other retirement plans of Kraft Heinz and its Subsidiaries ("Mark-to-Market Pension Accounting"), (c) any income or losses recognized in connection with the ongoing application of Mark-to-Market Pension Accounting and (d) any preferred capital stock).

"Type", when used in reference to any Advance or Borrowing, refers to whether the rate of interest on such Advance, or on the Advances comprising such Borrowing, is determined by reference to (a) in the case of a Pro Rata Advance or Pro Rata Borrowing, the Base Rate, the Canadian Prime Rate, the LIBO Rate, the EURIBO Rate or the CDO Rate, (b) in the case of a Competitive Bid Advance or Competitive Bid Borrowing, the LIBO Rate, the EURIBO Rate, the CDO Rate or a fixed rate per annum and (c) in the case of a Term Loan or Term Borrowing, the Base Rate or the LIBO Rate.

"Unreimbursed Amount" has the meaning specified in Section 2.21(e).

"Unused Line Fee" has the meaning specified in Section 2.09(a).

"US Dollar Equivalent Amount" means, at any time, (a) with respect to any amount in US Dollars, such amount, and (b) with respect to any amount denominated in Euro, Sterling, Canadian Dollars or any other Alternative Currency, the equivalent amount thereof in US Dollars as reasonably determined by the Administrative Agent or the applicable Issuing Bank, as the case may be, at such time pursuant to Section 1.05 on the basis of the Spot Rate (determined, in the case of any Letter of Credit, in respect of the most recent Revaluation Date) with respect to such currency at the time in effect under the provisions of Section 1.05.

"US Dollars" or "US$" means the lawful currency of the United States of America.

"Voting Participant" has the meaning specified in Section 9.07(e)(vii).

"Voting Participant Notification" has the meaning specified in Section 9.07(e)(vii).

SECTION 1.02 Computation of Time Periods; Terms Generally. (a) In this Agreement in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding.”

(b) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all real and personal, tangible and intangible assets and properties, including cash, securities, accounts and contract rights. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders, writs and decrees, of all Governmental Authorities. Except as otherwise provided herein and unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including this Agreement, the Holdco Guaranty Agreement and the Notes) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (ii) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, supplemented or otherwise modified (including by succession of comparable successor laws), and all references to any statute shall be construed as referring to all rules, regulations, rulings and official interpretations promulgated or issued thereunder, (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (iv) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (v) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement.

SECTION 1.03 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with accounting principles generally accepted in the United States of America (subject to the exceptions set forth in this Section 1.03, “GAAP”), except that if there has been a material change in an accounting principle affecting the definition of an accounting term as compared to that applied in the preparation of the most recent financial statements referred to in Section 4.01(c), then such new accounting principle shall not be used in the determination of the amount associated with that accounting term. A material change in an accounting principle is one that, in the year of its adoption, changes the amount associated with the relevant accounting term for any quarter in such year by more than 10%.

SECTION 1.04 Letter of Credit Amounts. Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Letter of Credit Agreement related thereto, provides

for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

SECTION 1.05 Exchange Rates; Currency Equivalents. The Administrative Agent shall determine the US Dollar Equivalent Amount of any Borrowing denominated in Euro, Sterling or Canadian Dollars (other than a Canadian Prime Rate Borrowing) two Business Days prior to the initial Interest Period therefor and as of the date two Business Days prior to the commencement of each subsequent Interest Period therefor, in each case using the Spot Rate for such currency in relation to US Dollars in effect on or about the date of determination, and each such amount shall, except as provided in the penultimate sentence of this Section 1.05, be the US Dollar Equivalent Amount of such Borrowing until the next required calculation thereof pursuant to this sentence. The Administrative Agent shall determine the US Dollar Equivalent Amount of any Canadian Prime Rate Borrowing as of the date on which such Borrowing is made and as of the last Business Day of each subsequent calendar quarter, in each case using the Spot Rate for such currency in relation to US Dollars in effect on the last Business Day of the calendar quarter preceding the date of such Borrowing (or, if such Borrowing occurs on the last Business Day of a calendar quarter, on such Business Day) and as of the last Business Day of such subsequent calendar quarter, as the case may be, and each such amount shall, except as provided in the penultimate sentence of this Section 1.05, be the US Dollar Equivalent Amount of such Canadian Prime Rate Borrowing until the next required calculation thereof pursuant to this sentence. In the case of Letters of Credit and Letter of Credit Exposure, (a) the Administrative Agent or the applicable Issuing Bank, as applicable, shall determine the Spot Rate as of each Revaluation Date to be used for calculating US Dollar Equivalent Amounts for any Letter of Credit denominated in an Alternative Currency or the Letter of Credit Exposure and (b) such Spot Rates shall become effective as of the Revaluation Date and shall, except as provided in the penultimate sentence of this Section 1.05, be the Spot Rates employed in converting any amounts between the applicable currencies until the next Revaluation Date to occur. The Administrative Agent may also determine the US Dollar Equivalent Amount of any Borrowing denominated in Euro, Sterling or Canadian Dollars or any Letter of Credit or Letter of Credit Exposure denominated in an Alternative Currency as of such other dates as the Administrative Agent shall select in its discretion, in each case using the Spot Rate in effect on the date of determination, and each such amount shall be the US Dollar Equivalent Amount of such Borrowing or such Letter of Credit or Letter of Credit Exposure until the next calculation thereof pursuant to this Section 1.05. The Administrative Agent or the applicable Issuing Bank, as applicable, shall notify the Parent Borrower and the Lenders of each determination of the US Dollar Equivalent Amount of each Borrowing denominated in Euro, Sterling or Canadian Dollars and each Letter of Credit or any Letter of Credit Exposure denominated in an Alternative Currency.

ARTICLE II

Amounts and Terms of the Advances and Letters of Credit

SECTION 2.01 Commitments.

(a) Obligation To Make Committed Advances. (i) Each Revolving Lender severally agrees, on the terms and conditions hereinafter set forth, to make Pro Rata Advances to any Borrower in US Dollars, Euro, Sterling or Canadian Dollars from time to time on any Business Day during the period from the Closing Date until the Revolving Maturity Date in an aggregate principal amount that will not result in (A) the Revolving Credit Exposure of any Revolving Lender exceeding its Revolving Commitment or (B) the Aggregate Alternative Currency Exposure exceeding the Alternative Currency Sublimit; provided, however, that the aggregate amount of the Revolving Commitments of the Revolving Lenders shall be deemed used from time to time to the extent of the Aggregate Competitive Bid Exposure then outstanding and such deemed use of the aggregate amount of the Revolving Commitments shall be allocated among the Revolving Lenders ratably according to their respective Revolving Commitments (such deemed use of the aggregate amount of the Revolving Commitments being a "Competitive Bid Reduction"). Within the limits of each Lender's Revolving Commitment and subject to this Section 2.01, any Borrower may borrow Pro Rata Advances under this Section 2.01(a)(i), prepay Pro Rata Advances pursuant to Section 2.11 or repay Pro Rata Advances pursuant to Section 2.03 and reborrow Pro Rata Advances under this Section 2.01(a)(i).

(ii) Each Term Lender severally agrees, on the terms and conditions hereinafter set forth, to make a Term Loan to the Parent Borrower in US Dollars on the Closing Date in a principal amount not exceeding such Lender's Term Commitment. Amounts repaid or prepaid in respect of Term Loans may not be reborrowed.

(b) Amount of Committed Borrowings. Each Committed Borrowing shall be in an aggregate amount of no less than the Borrowing Minimum or an integral multiple of Borrowing Multiple in excess thereof.

(c) Type of Committed Advances. Each Committed Borrowing shall consist of Committed Advances of the same Class, Type and currency made on the same day to the same Borrower by the applicable Lenders ratably according to their respective Commitments of such Class. Subject to Sections 2.06(b), 2.08(c) and 2.13, (i) each Pro Rata Borrowing denominated in US Dollars shall be comprised entirely of Base Rate Advances or LIBO Rate Advances, as the applicable Borrower may request in accordance herewith, provided that Base Rate Advances shall be available solely to the Parent Borrower and any other Borrower that is a Domestic Subsidiary, (ii) each Pro Rata Borrowing denominated in Euros shall be comprised entirely of EURIBO Rate Advances, (iii) each Pro Rata Borrowing denominated in Sterling shall be comprised entirely of LIBO Rate Advances, (iv) each Pro Rata Borrowing denominated in Canadian Dollars shall be comprised entirely of Canadian Prime Rate Advances or CDO Rate Advances, as the applicable Borrower may request in accordance herewith, and (v) each Term Borrowing shall be comprised entirely of Base Rate Advances or LIBO Rate Advances, as the Parent Borrower may request in accordance herewith. Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of 10 (or such greater number as may be agreed to by the Administrative Agent) LIBO Rate Borrowings, EURIBO Rate Borrowings and CDO Rate Borrowings outstanding.

SECTION 2.02 Making the Committed Advances.

(a) Notice of Committed Borrowing. Each Pro Rata Borrowing or Term Borrowing shall be made on notice, given not later than (x) 11:00 a.m. (Local Time) on the third Business Day prior to the date of the proposed Borrowing in the case of a Borrowing consisting of LIBO Rate Advances denominated in US Dollars, Canadian Prime Rate Advances or CDO Rate Advances, (y) 11:00 a.m. (Local Time) on the fourth Business Day prior to the date of the proposed Borrowing in the case of a Borrowing consisting of LIBO Rate Advances denominated in Sterling or EURIBO Rate Advances or (z) 9:00 a.m. (Local Time) on the Business Day of the proposed Borrowing in the case of a Borrowing consisting of Base Rate Advances, by the applicable Borrower to the Administrative Agent, which shall give to each Lender of the applicable Class prompt notice thereof. Each such notice of a Committed Borrowing (a "Notice of Committed Borrowing") shall be in writing (or, in the case of Committed Borrowings denominated in US Dollars, by telephone promptly confirmed in writing), delivered by email or facsimile and in substantially the form of Exhibit B-1 hereto, specifying therein in compliance with Section 2.01:

(i) whether the requested Committed Borrowing is to be a Term Borrowing or a Pro Rata Borrowing,

(ii) the date of such Committed Borrowing,

(iii) the Type of Advances comprising such Committed Borrowing,

(iv) the aggregate amount and currency of such Committed Borrowing, and

(v) in the case of a Committed Borrowing consisting of LIBO Rate Advances, EURIBO Rate Advances or CDO Rate Advances, the initial Interest Period for each such Committed Advance.

Notwithstanding anything herein to the contrary, no Borrower may select LIBO Rate Advances, EURIBO Rate Advances or CDO Rate Advances, as applicable, for any Committed Borrowing if the obligation of the Lenders to make LIBO Rate Advances, EURIBO Rate Advances or CDO Rate Advances, as the case may be, shall then be suspended pursuant to Section 2.06(b), 2.08(c) or 2.13.

If no currency is specified with respect to any requested Pro Rata Borrowing, then the applicable Borrower shall be deemed to have selected US Dollars. If no election as to the Type of Committed Borrowing is specified, then the requested Borrowing shall be (A) in the case of a Committed Borrowing denominated in US Dollars and made to the Parent Borrower or any other Borrower that is a Domestic Subsidiary, a Base Rate Borrowing (and otherwise, a LIBO Rate Borrowing), (B) in the case of a Pro Rata Borrowing denominated in Euros, a EURIBO Rate Borrowing, (C) in the case of a Pro Rata Borrowing denominated in Sterling, a LIBO Rate Borrowing and (D) in the case of a Pro Rata Borrowing denominated in Canadian Dollars, a Canadian Prime Rate Borrowing. If no Interest Period is specified with respect to any requested LIBO Rate Borrowing, EURIBO Rate Borrowing or CDO Rate Borrowing, then the applicable Borrower shall be deemed to have selected an Interest Period of one month's duration.

(b) Funding Committed Advances. Each Lender shall, before 11:00 a.m. (Local Time) on the date of such Committed Borrowing, make available for the account of its Applicable Lending Office to the Administrative Agent at the Administrative Agent Account, in same day funds in the applicable currency, such Lender's ratable portion (based on the respective

Commitments of the applicable Class) of such Committed Borrowing. Promptly after receipt of such funds by the Administrative Agent, and upon fulfillment of the applicable conditions set forth in Article III, the Administrative Agent will make such funds available to the relevant Borrower at the address of the Administrative Agent referred to in Section 9.02. Each Lender at its option may make any Advance by causing any domestic or foreign branch or Affiliate of such Lender to make such Advance; provided that any exercise of such option shall not affect the obligation of the applicable Borrower to repay such Advance in accordance with the terms of this Agreement. The source of any funds used to make any Advance is not and will not be plan assets as defined under the regulations of the Department of Labor of any plan subject to Title I of ERISA or Section 4975 of the Internal Revenue Code.

(c) Irrevocable Notice. Each Notice of Committed Borrowing of any Borrower shall be irrevocable and binding on such Borrower. In the case of any Committed Borrowing that the related Notice of Committed Borrowing specifies to be (or that pursuant to Section 2.02(a) are deemed to be so specified) comprised of LIBO Rate Advances, EURIBO Rate Advances or CDO Rate Advances, the Borrower requesting such Committed Borrowing shall indemnify each Lender against any loss, cost or expense incurred by such Lender as a result of any failure to fulfill on or before the date specified in such Notice of Committed Borrowing for such Committed Borrowing the applicable conditions set forth in Article III, including, without limitation, any loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund the Committed Advance to be made by such Lender as part of such Committed Borrowing when such Committed Advance, as a result of such failure, is not made on such date.

(d) Lender's Ratable Portion. Unless the Administrative Agent shall have received notice from a Lender prior to 11:00 a.m. (Local Time) on the day of any Committed Borrowing that such Lender will not make available to the Administrative Agent such Lender's ratable portion (based on the respective Commitments of the applicable Class) of such Committed Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Committed Borrowing in accordance with Section 2.02(b) and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower requesting such Committed Borrowing on such date a corresponding amount. If and to the extent that such Lender shall not have so made such ratable portion available to the Administrative Agent, such Lender and such Borrower severally agree to repay to the Administrative Agent, forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to such Borrower until the date such amount is repaid to the Administrative Agent, at:

(i) in the case of such Borrower, the interest rate applicable at the time to Committed Advances comprising such Committed Borrowing in respect of such amount, and

(ii) in the case of such Lender, (1) in the case of Committed Borrowings denominated in US Dollars, the higher of (A) the New York Fed Bank Rate and (B) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation in US Dollars or (2) in the case of Committed Borrowings denominated in Sterling, Euro or Canadian Dollars, a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation in the applicable currency.

If such Lender shall repay to the Administrative Agent such corresponding amount, such amount so repaid shall constitute such Lender's Committed Advance as part of such Committed Borrowing for purposes of this Agreement.

(e) Independent Lender Obligations. The failure of any Lender to make the Committed Advance to be made by it as part of any Committed Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Committed Advance on the date of such Committed Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the Committed Advance to be made by such other Lender on the date of any Committed Borrowing.

SECTION 2.03 Repayment of Committed Advances.

(a) Each Borrower shall repay to the Administrative Agent for the account of each Revolving Lender on the Revolving Maturity Date applicable to such Revolving Lender the unpaid principal amount of the Pro Rata Advances of such Revolving Lender to such Borrower then outstanding.

(b) The Parent Borrower shall repay to the Administrative Agent for the account of each Term Lender on the Term Maturity Date the unpaid principal amount of the Term Loans of such Term Lender then outstanding.

SECTION 2.04 Interest on Committed Advances.

(a) Scheduled Interest. Each Borrower shall pay interest on the unpaid principal amount of each Committed Advance owing by such Borrower to each Lender from the date of such Committed Advance until such principal amount shall be paid in full, at the following rates per annum:

(i) Base Rate Advances. During such periods as such Committed Advance is a Base Rate Advance, a rate per annum equal at all times to the sum of (A) the Base Rate in effect from time to time plus (B) the Applicable Interest Rate Margin in effect from time to time, payable in arrears quarterly on the last Business Day of each March, June, September and December, and on the date such Base Rate Advance shall be Converted or paid in full and on the Maturity Date applicable thereto.

(ii) LIBO Rate Advances. During such periods as such Committed Advance is a LIBO Rate Advance, a rate per annum equal at all times, during each Interest Period for such Committed Advance, to the sum of (A) the LIBO Rate for such Interest Period for such Committed Advance plus (B) the Applicable Interest Rate Margin in effect from time to time, payable in arrears on the last day of such Interest Period and, if such Interest Period has a duration of more than three months, on each day that occurs during such Interest Period every three months from the first day of such Interest Period, and on the date such LIBO Rate Advance shall be Converted or paid in full and on the Maturity Date applicable thereto.

(iii) EURIBO Rate Advances. During such periods as such Pro Rata Advance is a EURIBO Rate Advance, a rate per annum equal at all times, during each Interest Period for such Pro Rata Advance, to the sum of (A) the EURIBO Rate for such Interest Period for such Pro Rata Advance plus (B) the Applicable Interest Rate Margin in effect from time to time, payable in arrears on the last day of such Interest Period and, if such Interest Period has a duration of more than three months, on each day that occurs during such Interest Period every three months from the first day of such Interest Period, and on the date such EURIBO Rate Advance shall be Converted or paid in full and on the Maturity Date applicable thereto.

(iv) CDO Rate Advances. During such periods as such Pro Rata Advance is a CDO Rate Advance, a rate per annum equal, at all times during each Interest Period for such Pro Rata Advance, to the sum of (A) the CDO Rate for such Interest Period for such Pro Rata Advance plus (B) the Applicable Interest Rate Margin in effect from time to time, payable in arrears on the last day of such Interest Period and, if such Interest Period has a duration of more than three months, on each day that occurs during such Interest Period every three months from the first day of such Interest Period, and on the date such CDO Rate Advance shall be Converted or paid in full and on the Maturity Date applicable thereto.

(v) Canadian Prime Rate Advances. During such periods as such Pro Rata Advance is a Canadian Prime Rate Advance, a rate per annum equal at all times to the sum of (A) the Canadian Prime Rate in effect from time to time plus (B) the Applicable Interest Rate Margin in effect from time to time, payable in arrears quarterly on the last Business Day of each March, June, September and December, and on the date such Canadian Prime Rate Advance shall be Converted or paid in full and on the Maturity Date applicable thereto.

(b) Default Interest. If any principal of or interest on any Committed Advance or any fee or other amount payable by a Borrower hereunder (other than principal of or interest on any Competitive Bid Advance) is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, payable in arrears (i) in the case of overdue principal or interest on any such Committed Advance, on the dates referred to in the applicable subclause of Section 2.04(a) for such Type of Advance and (ii) in the case of any other amounts, on the dates referred to in Section 2.04(a)(i), at a rate per annum equal at all times to (A) in the case of overdue principal of any such Committed Advance, 1% per annum above the rate per annum otherwise required to be paid on such Committed Advance as provided in Section 2.04(a), (B) in the case of any other amount denominated in US Dollars, 1% per annum plus the rate applicable to Base Rate Advances that are Pro Rata Advances as provided in Section 2.04(a)(i), (C) in the case of any other amount denominated in Canadian Dollars, 1% per annum plus the rate applicable to Canadian Prime Rate Advances as provided in Section 2.04(a)(v) or (D) in the case of any other amount denominated in any other currency, including Euro or Sterling, 1% per annum plus the rate per annum determined by the Administrative Agent for overnight deposits in such currency at approximately 11:00 a.m. (Local Time) by reference to the applicable Reuters screen page that displays such rate (or, in the event such rate does not appear on a page of the Reuters screen, on the appropriate page of such other information service that publishes such rate as shall be selected by the Administrative Agent from time to time in its reasonable discretion), plus the Applicable Pro Rata Interest Rate Margin that would be applicable to LIBO Rate Advances.

SECTION 2.05 Additional Interest on LIBO Rate Advances. Each Borrower shall pay to each Lender, so long as such Lender shall be required under regulations of the Board to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency Liabilities, additional interest on the unpaid principal amount of each LIBO Rate Advance denominated in US Dollars of such Lender to such Borrower, from the date of such Advance until such principal amount is paid in full, at an interest rate per annum equal at all times to the remainder obtained by subtracting (i) the LIBO Rate for the Interest Period then applicable to such Advance from (ii) the rate obtained by dividing such LIBO Rate by a percentage equal to 100% minus the Eurocurrency Rate Reserve Percentage of such Lender for such Interest Period, payable on each date on which interest is payable on such Advance. Such additional interest shall be determined by such Lender and notified to the Parent Borrower through the Administrative Agent.

SECTION 2.06 Conversion of Committed Advances.

(a) Conversion upon Absence of Interest Period. If any Borrower (or the Parent Borrower on behalf of any other Borrower) shall fail to select the duration of any Interest Period for any LIBO Rate Advance, EURIBO Rate Advance or CDO Rate Advance in accordance with the provisions contained in the definition of the term "Interest Period" or to give notice of a voluntary Conversion under Section 2.06(c), the Administrative Agent will forthwith so notify such Borrower and the Lenders of the applicable Class and such Advance will automatically, on the last day of the then existing Interest Period therefor, but subject to the provisions of Sections 2.06(b), 2.08 and 2.13, Convert into a LIBO Rate Advance, EURIBO Rate Advance or CDO Rate Advance, as applicable, with a one month Interest Period.

(b) Conversion upon Event of Default. Upon the occurrence and during the continuance of any Event of Default under Section 6.01(a), the Administrative Agent or a Majority in Interest of Lenders of the applicable Class may elect that (i) unless repaid, each LIBO Rate Advance of such Class denominated in US Dollars made to the Parent Borrower or any other Borrower that is a Domestic Subsidiary be, on the last day of the then existing Interest Period therefor, Converted into Base Rate Advances of such Class, (ii) unless repaid, each LIBO Rate Advance made to a Borrower that is not the Parent Borrower or a Domestic Subsidiary, each LIBO Rate Advance denominated in Sterling and each EURIBO Rate Advance be, on the last day of the then existing Interest Period therefor, Converted into a LIBO Rate Advance or a EURIBO Rate Advance, as applicable, of such Class with a one month Interest Period, (iii) unless repaid, each CDO Rate Advance be, on the last day of the then existing Interest Period therefor, Converted into Canadian Prime Rate Advances of such Class and (iv) the obligation of the Lenders of such Class to Convert Base Rate Advances into LIBO Rate Advances or Canadian Prime Rate Advances into CDO Rate Advances, as applicable, be suspended.

(c) Voluntary Conversion. Subject to the provisions of Sections 2.06(b), 2.08(c) and 2.13, any Borrower may Convert, on any Business Day, all of its Committed Advances of one Class and Type constituting the same Committed Borrowing into Committed

Advances of the same Class but of another Type or, in the case of Committed Advances that are LIBO Rate Advances, EURIBO Rate Advances or CDO Rate Advances, into Committed Advances of the same Class and the same Type for a new Interest Period, in each case upon notice given to the Administrative Agent of such proposed Conversion by the time that a Notice of Committed Borrowing would be required under Section 2.02 if such Borrower were requesting a Committed Borrowing of the Class and Type and in the currency resulting from such Conversion to be made on the effective date of such Conversion; provided, however, that a Conversion of a LIBO Rate Advance into a Base Rate Advance or a CDO Rate Advance into a Canadian Prime Rate Advance, or a Conversion of any LIBO Rate Advance, EURIBO Rate Advance or CDO Rate Advance into a Committed Advance of the same Type for a new Interest Period, in each case may be made on, and only on, the last day of an Interest Period then applicable thereto. Notwithstanding any other provision of this Section, no Borrower shall be permitted to change the currency of any Committed Borrowing or Convert any Committed Borrowing to a Type that does not comply with Section 2.01(c). Each such notice of a Conversion shall, within the restrictions specified above, specify:

(i) the date of such Conversion;

(ii) the Pro Rata Advances or Term Loans to be Converted; and

(iii) if such Conversion is into LIBO Rate Advances, EURIBO Rate Advances or CDO Rate Advances, the duration of the Interest Period therefor.

SECTION 2.07 The Competitive Bid Advances.

(a) Competitive Bid Advances' Impact on Revolving Commitments. Each Revolving Lender severally agrees that any Borrower may make Competitive Bid Borrowings in US Dollars, Euro, Sterling or Canadian Dollars under this Section 2.07 from time to time on any Business Day during the period from the Closing Date until the Revolving Maturity Date in the manner set forth below; provided that, following the making of each Competitive Bid Borrowing, the sum of the Aggregate Revolving Credit Exposure and the Aggregate Competitive Bid Exposure then outstanding shall not exceed the aggregate amount of the Revolving Commitments of the Revolving Lenders. As provided in Section 2.01(a)(i), the aggregate amount of the Revolving Commitments of the Revolving Lenders shall be deemed used from time to time to the extent of the Aggregate Competitive Bid Exposure then outstanding, and such deemed use of the aggregate amount of the Revolving Commitments shall be applied to the Revolving Lenders ratably according to their respective Revolving Commitments; provided, however, that any Revolving Lender's Competitive Bid Advances shall not otherwise reduce that Revolving Lender's obligation to lend its pro rata share of the remaining available Revolving Commitments.

(b) Notice of Competitive Bid Borrowing. Any Borrower may request a Competitive Bid Borrowing under this Section 2.07 by delivering to the Administrative Agent, by email or facsimile, a notice of a Competitive Bid Borrowing (a "Notice of Competitive Bid Borrowing"), in substantially the form of Exhibit B-2 hereto, specifying therein the following:

(i) the date of such proposed Competitive Bid Borrowing;

(ii) the aggregate amount and currency of such proposed Competitive Bid Borrowing;

(iii) the interest rate basis and day count convention to be offered by the Revolving Lenders;

(iv) in the case of a Competitive Bid Borrowing consisting of Floating Rate Bid Advances, Interest Period, or in the case of a Competitive Bid Borrowing consisting of Fixed Rate Bid Advances, the maturity date for repayment of each Fixed Rate Bid Advance to be made as part of such Competitive Bid Borrowing (which maturity date may not be earlier than the date occurring seven days after the date of such Competitive Bid Borrowing or later than the earlier of (A) 360 days after the date of such Competitive Bid Borrowing and (B) the Revolving Maturity Date);

(v) the interest payment date or dates relating thereto;

(vi) location of such Borrower's account to which funds are to be advanced; and

(vii) other terms (if any) to be applicable to such Competitive Bid Borrowing.

A Borrower requesting a Competitive Bid Borrowing shall deliver a Notice of Competitive Bid Borrowing to the Administrative Agent not later than 10:00 a.m. (Local Time) (x) at least two Business Days prior to the date of the proposed Competitive Bid Borrowing, if such Borrower shall specify in the Notice of Competitive Bid Borrowing that the Competitive Bid Borrowing shall be Fixed Rate Bid Advances, (y) at least four Business Days prior to the date of the proposed Competitive Bid Borrowing, if such Borrower shall specify in the Notice of Competitive Bid Borrowing that the Competitive Bid Borrowing shall be Floating Rate Bid Advances denominated in US Dollars or (z) at least five Business Days prior to the date of the proposed Competitive Bid Borrowing, if such Borrower shall specify in the Notice of Competitive Bid Borrowing that the Competitive Bid Borrowing shall be Floating Rate Bid Advances denominated in Euro, Sterling or Canadian Dollars. Each Notice of Competitive Bid Borrowing shall be irrevocable and binding on such Borrower. The Administrative Agent shall in turn promptly notify each Revolving Lender of each request for a Competitive Bid Borrowing received by it from such Borrower by sending such Lender a copy of the related Notice of Competitive Bid Borrowing.

(c) Discretion as to Competitive Bid Advances. Each Revolving Lender may, in its sole discretion, elect to irrevocably offer to make one or more Competitive Bid Advances to the applicable Borrower as part of such proposed Competitive Bid Borrowing at a rate or rates of interest specified by such Lender in its sole discretion, by notifying the Administrative Agent (which shall give prompt notice thereof to such Borrower), before 9:30 a.m. (Local Time) (A) on the Business Day prior to the date of such proposed Competitive Bid Borrowing, in the case of a Competitive Bid Borrowing consisting of Fixed Rate Bid Advances, (B) on the third Business Day prior to the date of such proposed Competitive Bid Borrowing, in the case of a Competitive Bid Borrowing consisting of Floating Rate Bid Advances denominated in US Dollars and (C) on the fourth Business Day prior to the date of such proposed Competitive Bid Borrowing, in the

case of a Competitive Bid Borrowing consisting of Floating Rate Bid Advances denominated in Euro, Sterling or Canadian Dollars; provided that, if the Administrative Agent in its capacity as a Revolving Lender shall, in its sole discretion, elect to make any such offer, it shall notify such Borrower of such offer at least 30 minutes before the time and on the date on which notice of such election is to be given by any other Revolving Lender to the Administrative Agent. In such notice, the Revolving Lender shall specify the following:

(i) the minimum amount and maximum amount of each Competitive Bid Advance which such Lender would be willing to make as part of such proposed Competitive Bid Borrowing (which amounts may, subject to the proviso to the first sentence of Section 2.07(a), exceed such Lender's Revolving Commitment);

(ii) the rate or rates of interest therefor; and

(iii) such Lender's Applicable Lending Office with respect to such Competitive Bid Advance.

If any Revolving Lender shall elect not to make such an offer, such Lender shall so notify the Administrative Agent before 9:30 a.m. (Local Time) on the date on which notice of such election is to be given to the Administrative Agent by the other Revolving Lenders, and such Lender shall not be obligated to, and shall not, make any Competitive Bid Advance as part of such Competitive Bid Borrowing; provided further that the failure by any Revolving Lender to give such notice shall not cause such Lender to be obligated to make any Competitive Bid Advance as part of such proposed Competitive Bid Borrowing.

(d) Selection of Lender Bids. The Borrower proposing the Competitive Bid Borrowing shall, in turn, (A) before 12:00 p.m. (Local Time) on the Business Day prior to the date of such proposed Competitive Bid Borrowing, in the case of a Competitive Bid Borrowing consisting of Fixed Rate Bid Advances, (B) before 12:00 p.m. (Local Time) on the third Business Day prior to the date of such proposed Competitive Bid Borrowing, in the case of a Competitive Bid Borrowing consisting of Floating Rate Bid Advances denominated in US Dollars and (C) before 12:00 p.m. (Local Time) on the fourth Business Day prior to the date of such proposed Competitive Bid Borrowing, in the case of a Competitive Bid Borrowing consisting of Floating Rate Bid Advances denominated in Euro, Sterling or Canadian Dollars, either:

(i) cancel such Competitive Bid Borrowing by giving the Administrative Agent notice to that effect, or

(ii) accept, in its sole discretion, one or more of the offers made by any Revolving Lender or Revolving Lenders pursuant to Section 2.07(c), by giving notice to the Administrative Agent of the amount of each Competitive Bid Advance (which amount shall be equal to or greater than the minimum amount, and equal to or less than the maximum amount, notified to such Borrower by the Administrative Agent on behalf of such Revolving Lender, for such Competitive Bid Advance pursuant to Section 2.07(c) to be made by each Revolving Lender as part of such Competitive Bid Borrowing) and reject any remaining offers made by Revolving Lenders pursuant to Section 2.07(c) by

giving the Administrative Agent notice to that effect. Such Borrower shall accept the offers made by any Revolving Lender or Revolving Lenders to make Competitive Bid Advances in order of the lowest to the highest rates of interest offered by such Revolving Lenders. If two or more Revolving Lenders have offered the same interest rate, the amount to be borrowed at such interest rate will be allocated among such Revolving Lenders in proportion to the maximum amount that each such Revolving Lender offered at such interest rate.

If the Borrower proposing such Competitive Bid Borrowing notifies the Administrative Agent that such Competitive Bid Borrowing is canceled pursuant to Section 2.07(d)(i), or if such Borrower fails to give timely notice in accordance with this Section 2.07(d), the Administrative Agent shall give prompt notice thereof to the Revolving Lenders and such Competitive Bid Borrowing shall not be made.

(e) Competitive Bid Borrowing. If the Borrower proposing such Competitive Bid Borrowing accepts one or more of the offers made by any Revolving Lender or Revolving Lenders pursuant to Section 2.07(d)(ii), the Administrative Agent shall in turn promptly notify:

(i) each Revolving Lender that has made an offer as described in Section 2.07(c), whether or not any offer or offers made by such Revolving Lender pursuant to Section 2.07(c) have been accepted by such Borrower;

(ii) each Revolving Lender that is to make a Competitive Bid Advance as part of such Competitive Bid Borrowing, of the date and amount of each Competitive Bid Advance to be made by such Revolving Lender as part of such Competitive Bid Borrowing; and

(iii) each Revolving Lender that is to make a Competitive Bid Advance as part of such Competitive Bid Borrowing, upon receipt, that the Administrative Agent has received forms of documents appearing on their face to fulfill the applicable conditions set forth in Article III.

When each Revolving Lender that is to make a Competitive Bid Advance as part of such Competitive Bid Borrowing has received notice pursuant to Section 2.07(e)(iii), such Revolving Lender shall, before 11:00 a.m. (Local Time), on the date of such Competitive Bid Borrowing specified in the notice received from the Administrative Agent pursuant to Section 2.07(e)(i), make available for the account of its Applicable Lending Office to the Administrative Agent, at its address referred to in Section 9.02, in same day funds in the applicable currency, such Lender's portion of such Competitive Bid Borrowing. Upon fulfillment of the applicable conditions set forth in Article III and after receipt by the Administrative Agent of such funds, the Administrative Agent will make such funds available in like funds to such Borrower at the address of the Administrative Agent referred to in Section 9.02. Promptly after each Competitive Bid Borrowing, the Administrative Agent will notify each Revolving Lender of the amount of the Competitive Bid Borrowing, the consequent Competitive Bid Reduction and the dates upon which such Competitive Bid Reduction commenced and will terminate.

(f) Irrevocable Notice. If the Borrower proposing such Competitive Bid Borrowing notifies the Administrative Agent that it accepts one or more of the offers made by any Revolving Lender or Revolving Lenders pursuant to Section 2.07(c), such notice of acceptance shall be irrevocable and binding on such Borrower. Such Borrower shall indemnify each Revolving Lender against any loss, cost or expense incurred by such Revolving Lender as a result of any failure to fulfill on or before the date specified in the related Notice of Competitive Bid Borrowing for such Competitive Bid Borrowing the applicable conditions set forth in Article III, including, without limitation, any loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Revolving Lender to fund the Competitive Bid Advance to be made by such Revolving Lender as part of such Competitive Bid Borrowing when such Competitive Bid Advance, as a result of such failure, is not made on such date.

(g) Amount of Competitive Bid Borrowings; Competitive Bid Notes. Each Competitive Bid Borrowing shall be in an aggregate amount of no less than the Borrowing Minimum or an integral multiple of the Borrowing Multiple in excess thereof and, following the making of each Competitive Bid Borrowing, the sum of Aggregate Revolving Credit Exposure and the Aggregate Competitive Bid Exposure then outstanding shall not exceed the aggregate amount of the Revolving Commitments of the Revolving Lenders. Within the limits and on the conditions set forth in this Section 2.07, any Borrower may from time to time borrow under this Section 2.07, prepay pursuant to Section 2.11 or repay pursuant to Section 2.07(h), and reborrow under this Section 2.07; provided that a Competitive Bid Borrowing shall not be made within two Business Days of the date of any other Competitive Bid Borrowing. The indebtedness of any Borrower resulting from each Competitive Bid Advance made to such Borrower as part of a Competitive Bid Borrowing shall be evidenced by a separate Competitive Bid Note of such Borrower payable to the Revolving Lender, or its registered assigns, making such Competitive Bid Advance.

(h) Repayment of Competitive Bid Advances. On the maturity date of each Competitive Bid Advance provided in the Competitive Bid Note evidencing such Competitive Bid Advance, the applicable Borrower shall repay to the Administrative Agent for the account of each Revolving Lender that has made a Competitive Bid Advance the then unpaid principal amount of such Competitive Bid Advance in the applicable currency. No Borrower shall have any right to prepay any principal amount of any Competitive Bid Advance except on the terms set forth in the Competitive Bid Note evidencing such Competitive Bid Advance.

(i) Interest on Competitive Bid Advances. Each Borrower that has borrowed through a Competitive Bid Borrowing shall pay interest on the unpaid principal amount of each Competitive Bid Advance from the date of such Competitive Bid Advance to the date the principal amount of such Competitive Bid Advance is repaid in full, at the rate of interest for such Competitive Bid Advance and on the interest payment date or dates set forth in the Competitive Bid Note evidencing such Competitive Bid Advance. If any principal of or interest on any Competitive Bid Advance payable by a Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, payable in arrears on the date or dates interest is payable on such Competitive Bid Advance, at a rate per annum equal at all times to 1% per annum above the rate per annum required to be paid on such Competitive Bid Advance under the terms of the Competitive Bid Note evidencing such Competitive Bid Advance unless otherwise agreed in such Competitive Bid Note.

(j) Independent Lender Obligations. The failure of any Revolving Lender to make the Competitive Bid Advance to be made by it as part of any Competitive Bid Borrowing shall not relieve any other Revolving Lender of its obligation, if any, hereunder to make its Competitive Bid Advance on the date of such Competitive Bid Borrowing, but no Revolving Lender shall be responsible for the failure of any other Revolving Lender to make the Competitive Bid Advance to be made by such other Revolving Lender on the date of any Competitive Bid Borrowing.

SECTION 2.08 LIBO/EURIBO/CDO Rate Determination.

(a) Methods to Determine LIBO/EURIBO/CDO Rate. The Administrative Agent shall determine (which determination shall be conclusive absent manifest error) the LIBO Rate, the EURIBO Rate and the CDO Rate by using the methods described in the definitions of the terms "LIBO Rate", "EURIBO Rate" and "CDO Rate", as the case may be, and shall give prompt notice to the Parent Borrower and the applicable other Borrowers and Lenders of such determinations.

(b) Inability to Determine Rate. In the event that the Administrative Agent determines (which determination shall be conclusive absent manifest error) that, prior to the commencement of any Interest Period for any LIBO Rate Advance, EURIBO Rate Advance, CDO Rate Advance or Floating Rate Advance, the LIBO Rate, the EURIBO Rate or the CDO Rate cannot be determined for such Interest Period by the method described in Section 2.08(a), then:

(i) the Administrative Agent shall forthwith notify the Parent Borrower and the Lenders that the interest rate cannot be determined for such LIBO Rate Advance, EURIBO Rate Advance, CDO Rate Advance or Floating Rate Bid Advance, as the case may be;

(ii) with respect to each Advance bearing interest at the LIBO Rate that is denominated in US Dollars and made to the Parent Borrower or a Borrower that is a Domestic Subsidiary, such Advance will, on the last day of the then existing Interest Period therefor, be prepaid by the applicable Borrower or be automatically Converted into a Base Rate Advance;

(iii) with respect to each Advance bearing interest at the CDO Rate, such Advance will, on the last day of the then existing Interest Period therefor, be prepaid by the applicable Borrower or be automatically Converted into a Canadian Prime Rate Advance;

(iv) with respect to each Advance bearing interest at the LIBO Rate that is denominated in US Dollars (if made to a Borrower other than the Parent Borrower or a Domestic Subsidiary) or in Sterling and each EURIBO Rate Advance, such Advance will, on the last day of the then existing Interest Period therefor, be prepaid by the applicable Borrower; and

(v) the obligation of the applicable Lenders to make LIBO Rate Advances, EURIBO Rate Advances, CDO Rate Advances or the applicable Floating Rate Bid Advances, to Convert Base Rate Advances into LIBO Rate Advances or to Convert Canadian Prime Rate Advances into CDO Rate Advances, as the case may be, shall be suspended until the Administrative Agent shall notify the Parent Borrower and the applicable Lenders that the circumstances causing such suspension no longer exist.

The Administrative Agent shall give prompt notice to the Parent Borrower and the applicable Lenders of the applicable interest rate determined by the Administrative Agent for purposes of Section 2.04(a)(i), 2.04(a)(ii), 2.04(a)(iii), 2.04(a)(iv) or 2.04(a)(v).

(c) Inadequate LIBO/EURIBO/CDO Rate. If, with respect to any LIBO Rate Advances, EURIBO Rate Advances or CDO Rate Advances, a Majority in Interest of Lenders of the applicable Class notifies the Administrative Agent that (i) in the case of any Borrowing of such Advances, they are unable to obtain matching deposits in the Relevant Interbank Market at or about the Specified Time on the Quotation Day for such Borrowing in sufficient amounts to fund their respective Advances as a part of such Borrowing during the Interest Period therefor or (ii) the LIBO Rate, EURIBO Rate or CDO Rate, as the case may be, for any Interest Period for such Advances will not adequately reflect the cost to such Majority in Interest of Lenders of making, funding or maintaining their respective Advances for such Interest Period, the Administrative Agent shall forthwith so notify the Parent Borrower and the Lenders of the applicable Class, whereupon (A) the Borrower of any such LIBO Rate Advances denominated in US Dollars will, on the last day of the then existing Interest Period therefor, (x) prepay such Advances or (y) if such Borrower is the Parent Borrower or a Domestic Subsidiary, Convert such Advances into Base Rate Advances, (B) the Borrower of any such CDO Rate Advances will, on the last day of the then existing Interest Period therefor, (x) prepay such Advances or (y) Convert such Advances into Canadian Prime Rate Advances, (C) the Borrower of any such LIBO Rate Advances denominated in Sterling or any such EURIBO Rate Advances will, on the last day of the then existing Interest Period therefor, prepay such Advances and (D) the obligation of the Lenders of the applicable Class to make LIBO Rate Advances, EURIBO Rate Advances or CDO Rate Advances, to Convert Base Rate Advances into LIBO Rate Advances or to Convert Canadian Prime Rate Advances into CDO Rate Advances, as the case may be, shall be suspended until the Administrative Agent shall notify the Parent Borrower and the applicable Lenders that the circumstances causing such suspension no longer exist. In the case of clause (ii) above, each such Lender shall certify its cost of funds for each Interest Period to the Administrative Agent and the Parent Borrower as soon as practicable but in any event not later than 10 Business Days after the last day of such Interest Period.

SECTION 2.09 Fees.

(a) Unused Line Fee. The Parent Borrower agrees to pay to the Administrative Agent, in US Dollars, for the account of each Revolving Lender an unused line fee (the "Unused Line Fee") on the aggregate daily amount of such Revolving Lender's undrawn Revolving Commitments (without giving effect to any Competitive Bid Reduction) accruing at the Applicable Unused Line Fee Rate, in each case, from the Closing Date and until the Revolving Maturity Date, payable on the last Business Day of each March, June, September and December until the Revolving Maturity Date and on the Revolving Maturity Date.

(b) Other Fees. The Parent Borrower shall pay to the Administrative Agent for its own account or for the accounts of the Joint Lead Arrangers or Lenders, as applicable, such fees, and at such times, as shall have been separately agreed between the Parent Borrower and the Administrative Agent or the Joint Lead Arrangers.

(c) Letter of Credit Fees, Etc.

(i) The Parent Borrower shall pay to the Administrative Agent, in US Dollars, for the account of each Revolving Lender (including each Issuing Bank) a fee (the "Letter of Credit Participation Fee"), payable in arrears quarterly on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the Revolving Maturity Date (and, if any Letter of Credit Exposure shall remain outstanding after the Revolving Maturity Date (other than any Letter of Credit Exposure attributable to Post-Maturity Letter of Credit to the extent that, under Section 2.21, the Revolving Lenders shall have no participation obligations with respect thereto), on demand thereafter), on the average daily amount of such Revolving Lender's Letter of Credit Exposure during such quarter at a rate per annum equal to the Applicable Pro Rata Interest Rate Margin for LIBO Rate Advances. For purposes of computing the daily amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.04.

(ii) The Parent Borrower shall pay to each Issuing Bank, in US Dollars, for its own account (A) a fronting fee (the "Letter of Credit Fronting Fee"), payable in arrears quarterly on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Closing Date, and on the Revolving Maturity Date (and, if any Letter of Credit Exposure shall remain outstanding after the Revolving Maturity Date (other than any Letter of Credit Exposure attributable to Post-Maturity Letters of Credit if alternative arrangements have been agreed with respect thereto by the Parent Borrower and the applicable Issuing Bank pursuant to Section 2.09(c)(iii)), on demand thereafter), on the US Dollar Equivalent Amount of the average daily amount of Letters of Credit issued by such Issuing Bank at a rate per annum as may be separately agreed by the Parent Borrower and such Issuing Bank and (B) such Issuing Bank's standard fees with respect to the issuance, amendment, renewal or extension of any Letter of Credit or processing of drawings thereunder.

(iii) The Parent Borrower shall pay to each Issuing Bank, in US Dollars, for its own account a Letter of Credit fee with respect to each Post-Maturity Letter of Credit during the period from the Revolving Maturity Date to but excluding the date on which such Post-Maturity Letter of Credit expires, at a rate and payable on such dates during such period as the applicable Issuing Bank and the Parent Borrower shall reasonably agree upon at the time of issuance of such Post-Maturity Letter of Credit. This Section 2.09(c)(iii) shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

SECTION 2.10 Termination or Reduction of Commitments and Extension of Revolving Maturity Date. (a) Termination or Reduction of Commitments. (i) The Parent Borrower shall have the right, upon at least three Business Days' notice to the Administrative

Agent, to terminate in whole or reduce ratably in part the unused portions of the respective Commitments of the Lenders of any Class; provided that each partial reduction of the Commitments of any Class shall be in the aggregate amount of no less than US$25,000,000 or the remaining balance if less than US$25,000,000; and provided further that the aggregate amount of the Revolving Commitments of the Lenders shall not be reduced to an amount that (A) is less than the sum of the Aggregate Revolving Credit Exposures and the Aggregate Competitive Bid Exposures then outstanding or (B) would cause the Revolving Credit Exposure then outstanding of any Revolving Lender to exceed its Revolving Commitment.

(ii) Unless previously terminated, (A) the Term Commitments shall automatically terminate at 5:00 p.m. (New York City time) on the Closing Date and (B) unless extended pursuant to Section 2.10(b), the Revolving Commitments shall automatically terminate on the Revolving Maturity Date; provided that, unless the Closing Date shall have occurred prior to such time, all the Commitments shall automatically terminate at 5:00 p.m. (New York City time), on July 6, 2015.

(b) Extension of Revolving Maturity Date. (i) At least 30 days but not more than 45 days prior to each anniversary of the Closing Date (any such applicable anniversary of the Closing Date, the "Extension Date"), the Parent Borrower, by written notice to the Administrative Agent, may request that each Revolving Lender extend the Revolving Maturity Date for such Lender's Revolving Commitment for an additional one year period as set forth in such notice from the Parent Borrower.

(ii) The Administrative Agent shall promptly notify each Revolving Lender of such request and each Revolving Lender shall then, in its sole discretion, notify the Parent Borrower and the Administrative Agent in writing no later than 20 days prior to the Extension Date whether such Lender will consent to the extension (each such Lender consenting to the extension, an "Extending Lender"). The failure of any Revolving Lender to notify the Administrative Agent of its intent to consent to any extension shall be deemed a rejection by such Lender.

(iii) Subject to satisfaction of the conditions in Sections 3.04(a) and 3.04(b) as of the Extension Date, the Revolving Maturity Date in effect at such time shall be extended for successive one year periods as requested; provided, however, that (A) no such extension shall be effective (1) unless a Majority in Interest of the Revolving Lenders agree thereto and (2) as to any Lender that does not agree to such extension (any such Lender, a "Non-Extending Lender") (it being understood and agreed that, subject to any assignment thereof to a New Lender in accordance with Section 2.10(b)(v), the Revolving Commitment of each Non-Extending Lender shall terminate on the Revolving Maturity Date in effect prior to giving effect to any such extension (such Revolving Maturity Date being called the "Existing Revolving Maturity Date"), and the principal amount of any outstanding Pro Rata Advances made by Non-Extending Lenders, together with any accrued interest thereon and any accrued fees and other amounts payable to or for the account of such Non-Extending Lenders hereunder, shall be due and payable on the Existing Revolving Maturity Date, and on the Existing Revolving Maturity Date the Borrowers shall also make such other prepayments of Pro Rata Advances pursuant to Section 2.11 as shall be required in order that, after giving effect to the termination of the

Revolving Commitments of, and all payments to, Non-Extending Lenders, (i) no Lender's Revolving Credit Exposure shall exceed such Lender's Revolving Commitment, (ii) the sum of the Aggregate Revolving Credit Exposure and the Aggregate Competitive Bid Exposure then outstanding shall not exceed the aggregate amount of the Revolving Commitments of the Revolving Lenders and (iii) the Pro Rata Advances are held by the Revolving Lenders in accordance with their respective Revolving Commitments), (B) the Revolving Maturity Date following any such extension shall not be a date that is more than five years after the applicable Extension Date and (C) the Revolving Maturity Date, as such term is used in reference to Letters of Credit, may not be extended in respect of any Issuing Bank without the prior written consent of such Issuing Bank (it being understood and agreed that in the event any Issuing Bank shall not have consented to any such extension (A) such Issuing Bank shall continue to have all the rights and obligations of an Issuing Bank hereunder through the Existing Revolving Maturity Date, and thereafter shall have no obligation to issue, amend, extend or renew any Letter of Credit (but shall continue to be entitled to the benefits hereof as to Letters of Credit issued made prior to such time), and (B) the Borrowers shall cause the Letter of Credit Exposure attributable to Letters of Credit issued by such Issuing Bank to be zero on the Existing Revolving Maturity Date).

(iv) To the extent that there are Non-Extending Lenders, the Administrative Agent shall promptly so notify the Extending Lenders, and each Extending Lender may, in its sole discretion, give written notice to the Parent Borrower and the Administrative Agent no later than 15 days prior to the Extension Date of the amount of the Revolving Commitments of the Non-Extending Lenders that it is willing to assume.

(v) The Parent Borrower shall be permitted to require that any Non-Extending Lender assign its Revolving Commitments to an Extending Lender or to replace any Revolving Lender that is a Non-Extending Lender with a replacement bank or other financial institution (each, a "New Lender"); provided that (A) the New Lender shall purchase, at par and in the applicable currencies, all Pro Rata Advances and Competitive Bid Advances and other amounts owing to such replaced Revolving Lender on or prior to the date of replacement, (B) the Parent Borrower and any other applicable Borrower shall be liable to such replaced Lender under Section 9.04(b) if any LIBO Rate Advance, EURIBO Rate Advance, CDO Rate Advance or Floating Rate Bid Advance owing to such replaced Lender shall be purchased other than on the last day of the Interest Period relating thereto, (C) the replaced Lender shall be obligated to assign its Revolving Commitment, Pro Rata Advances, Competitive Bid Advances and Letter of Credit Exposure to the applicable replacement Lender or Lenders in accordance with (and subject to the limitations of and the consents required under) the provisions of Section 9.07 (provided that the Parent Borrower shall be obligated to pay the processing and recordation fee referred to therein), (D) until such time as such replacement shall be consummated, the Parent Borrower or other applicable Borrower shall pay all additional amounts (if any) required pursuant to Section 2.12 or 2.15(a), as the case may be, and (E) any such replacement shall not be deemed to be a waiver of any rights that the Parent Borrower, any other applicable Borrower, the Administrative Agent or any other Lender shall have against the replaced Lender.

(vi) If the Extending Lenders and the New Lenders are willing to commit amounts that, in an aggregate, exceed the amount of the Revolving Commitments of the Non-Extending Lenders, the Parent Borrower and the Administrative Agent shall allocate the Revolving Commitments of the Non-Extending Lenders among them.

(vii) If any bank or other financial institution becomes a New Lender or any Extending Lender's Revolving Commitment is increased pursuant to this Section 2.10(b), (x) Pro Rata Advances made on or after the applicable Extension Date shall be made in accordance with the pro rata provisions of Section 2.01 based on the respective Revolving Commitments in effect on and after the applicable Extension Date and (y) if, on the date of such joinder or increase, there are any Pro Rata Advances outstanding, such Pro Rata Advances shall on or prior to such date be prepaid from the proceeds of new Pro Rata Advances made hereunder in the same amounts and currencies (reflecting such additional Lender or increase), which prepayment shall be accompanied by accrued interest on the Pro Rata Advances being prepaid and any costs incurred by any Lender in accordance with Section 9.04(b).

(viii) In connection herewith, the Administrative Agent shall enter in the Register (A) the names of any New Lenders, (B) the respective allocations of any Extending Lenders and New Lenders effective as of each Extension Date and (C) the Revolving Maturity Date applicable to each Lender.

(ix) In connection with any extension of the Revolving Maturity Date pursuant to this Section 2.10(b), the Administrative Agent, Kraft Heinz and the Parent Borrower may, without the consent of any Lender, effect such amendments to this Agreement as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent, to give effect to the provisions of this Section 2.10(b).

SECTION 2.11 Prepayments of Committed Advances.

(a) Optional Prepayments of Committed Advances. Each Borrower may (i) in the case of any LIBO Rate Advance denominated in US Dollars, upon notice given to the Administrative Agent not later than 9:00 a.m. (Local Time) at least three Business Days' notice to the Administrative Agent, (ii) in the case of any LIBO Rate Advance denominated in Sterling, any EURIBO Rate Advance or any CDO Rate Advance, upon notice given to the Administrative Agent not later than 9:00 a.m. (Local Time) at least four Business Days' notice to the Administrative Agent or (iii) in the case of any Base Rate Advance or any Canadian Prime Rate Advance, upon notice given to the Administrative Agent not later than 9:00 a.m. (Local Time) on the date of the proposed prepayment, in each case stating the Committed Borrowing to be prepaid and the proposed date and aggregate principal amount and currency of the prepayment, and if such notice is given such Borrower shall, prepay the outstanding principal amount of the Committed Advances comprising part of the same Committed Borrowing in whole or ratably in part, together with accrued interest to the date of such prepayment on the principal amount prepaid; provided, however, that (A) each partial prepayment of any Committed Borrowing shall be in an amount that would be permitted in the case of an advance of a Committed Borrowing in the applicable currency as provided in Section 2.01 or the remaining balance if less than such amount and (B) in the event of any such prepayment of a LIBO Rate Advance, a EURIBO Rate Advance or a CDO Rate Advance, such Borrower shall be obligated to reimburse the Lenders in respect thereof pursuant to Section 9.04(b).

(b) Mandatory Prepayments of Pro Rata Borrowings and Competitive Bid Borrowings. If, on any date, (i) the Aggregate Alternative Currency Exposure shall exceed the Alternative Currency Sublimit or (ii) the sum of the Aggregate Revolving Credit Exposure and the Aggregate Competitive Bid Exposure shall exceed the aggregate amount of the Revolving Commitments of the Revolving Lenders, then (A) on the last day of any Interest Period for any Pro Rata Advances bearing interest at the LIBO Rate (in the case of clause (i) above, only if such LIBO Rate Advances are denominated in Sterling), the EURIBO Rate or the CDO Rate, and (B) in the case of clause (ii) above, on any other day on which any Pro Rata Borrowings bearing interest at the Base Rate are outstanding, the applicable Borrowers shall prepay Pro Rata Advances in an aggregate amount equal to the lesser of (1) the amount necessary to eliminate such excess (after giving effect to any other prepayment of Advances on such day) and (2) the amount of the applicable Pro Rata Borrowings referred to in clause (A) or (B). If, on any date, (i) the Aggregate Alternative Currency Exposure shall exceed 105% of the Alternative Currency Sublimit or (ii) the sum of the Aggregate Revolving Credit Exposure and the Aggregate Competitive Bid Exposure shall exceed 105% of the aggregate amount of the Revolving Commitments of the Revolving Lenders, then the applicable Borrowers shall, not later than the next Business Day, prepay one or more Pro Rata Borrowings (and, if no Pro Rata Borrowings are outstanding, deposit cash collateral in an account with the Administrative Agent pursuant to Section 2.21(h)) in an aggregate amount equal to the lesser of (1) the amount necessary to eliminate such excess and (2) the Aggregate Revolving Credit Exposure. The applicable Borrower shall notify the Administrative Agent of any mandatory prepayment of any Advance hereunder in the manner and within the time period (or as soon thereafter as practicable) as set forth in Section 2.11(a) for an optional prepayment of an Advance of such Type. Each prepayment of a Borrowing shall be applied ratably to the Advances included in the prepaid Borrowing and shall be accompanied by accrued interest to the date of such prepayment on the principal amount prepaid. In the event of any such prepayment of a LIBO Rate Advance, a EURIBO Rate Advance or a CDO Rate Advance, the applicable Borrower shall be obligated to reimburse the Lenders in respect thereof pursuant to Section 9.04(b).

SECTION 2.12 Increased Costs.

(a) Costs from Change in Law or Authorities. If, due to either (i) the introduction after the date hereof of or any change (other than any change by way of imposition or increase of reserve requirements to the extent such change is included in the Eurocurrency Rate Reserve Percentage) in or in the interpretation, application or administration of any law or regulation or (ii) the compliance with any guideline or request promulgated after the date hereof from any Governmental Authority (whether or not having the force of law), there shall be any increase in the cost to any Lender or Issuing Bank of agreeing to make or making, funding or maintaining LIBO Rate Advances, EURIBO Rate Advances, CDO Rate Advances or Floating Rate Bid Advances or to issue or participate or issuing or participating in any Letter of Credit (excluding for purposes of this Section 2.12 any such increased costs resulting from (i) Taxes or Other Taxes (as to which Section 2.15 shall govern) and (ii) taxes referred to in Section 2.15(a)(i), 2.15(a)(ii), 2.15(a)(iii), 2.15(a)(iv) or 2.15(a)(v)), then the Parent Borrower shall within 20 Business Days after receipt by the Borrower of demand by such Lender or Issuing

Bank (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender or Issuing Bank additional amounts sufficient to compensate such Lender or Issuing Bank for such increased cost; provided, however, that before making any such demand, each Lender and Issuing Bank agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to designate a different Applicable Lending Office if the making of such a designation would avoid the need for, or reduce the amount of, such increased cost and would not, in the reasonable judgment of such Lender or Issuing Bank be otherwise disadvantageous to such Lender or Issuing Bank. A certificate as to the amount of such increased cost, submitted to the Parent Borrower and the Administrative Agent by such Lender or Issuing Bank shall be conclusive and binding upon all parties hereto for all purposes, absent manifest error.

(b) Reduction in Lender's Rate of Return. In the event that, after the date hereof, the implementation of or any change in any law or regulation, or any guideline or request (whether or not having the force of law) or the interpretation, application or administration thereof by any Governmental Authority charged with the administration thereof, imposes, modifies or deems applicable any capital adequacy, liquidity or similar requirement (including, without limitation, a request or requirement which affects the manner in which any Lender or Issuing Bank or its parent company allocates capital resources to its Commitments and its other obligations hereunder) and as a result thereof, in the determination of such Lender or Issuing Bank, the rate of return on such Lender's or Issuing Bank's or its parent company's capital as a consequence of its obligations hereunder is reduced to a level below that which such Lender or Issuing Bank could have achieved but for such circumstances (taking into consideration such Lender's or Issuing Bank's policies and the policies of such Lender's or Issuing Bank's parent company with respect to capital adequacy, liquidity or similar requirements), then in each such case, upon demand from time to time the Parent Borrower shall pay to such Lender or Issuing Bank within 20 Business Days after receipt by the Parent Borrower of demand by such Lender or Issuing Bank (with a copy of such demand to the Administrative Agent), such additional amount or amounts as shall compensate such Lender or Issuing Bank for such reduction in rate of return. A certificate of such Lender or Issuing Bank as to any such additional amount or amounts shall be conclusive and binding for all purposes, absent manifest error. Except as provided below, in determining any such amount or amounts each Lender and Issuing Bank may use any reasonable averaging and attribution methods. Notwithstanding the foregoing, each Lender and Issuing Bank shall take all reasonable actions to avoid the imposition of, or reduce the amounts of, such increased costs, provided that such actions, in the reasonable judgment of such Lender or Issuing Bank will not be otherwise disadvantageous to such Lender or Issuing Bank and, to the extent possible, each Lender will calculate such increased costs based upon the capital requirements for its Advances and unused Commitment hereunder and not upon the average or general capital requirements imposed upon such Lender.

(c) The Parent Borrower shall pay to each Lender (i) as long as such Lender shall be required by a central banking or financial regulatory authority with regulatory authority over such Lender to maintain reserves with respect to liabilities or assets consisting of or including funds or deposits obtained in the London or the European interbank market, additional interest on the unpaid principal amount of each LIBO Rate Loan, EURIBO Rate Loan or CDO Rate Loan equal to the actual costs of such reserves allocable to such Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive absent

manifest error), and (ii) as long as such Lender shall be required to comply with any reserve ratio requirement or analogous requirement of any other central banking or financial regulatory authority imposed in respect of the maintenance of the Commitments or the funding of the LIBO Rate Loans, EURIBO Rate Loans or CDO Rate Loans, such additional costs (expressed as a percentage per annum and rounded upwards, if necessary, to the nearest five decimal places) equal to the actual costs allocated to such Commitment or Loan by such Lender (as determined by such Lender in good faith, which determination shall be conclusive absent manifest error), which in each case shall be due and payable on each date on which interest is payable on such Loan; provided that the Parent Borrower shall have received a written notice requesting such additional interest or costs from such Lender at least 15 days prior to such date (and, in the event such notice shall have been delivered after such time, then such additional interest or costs shall be due and payable 15 days after receipt of such notice).

(d) Dodd-Frank Wall Street Reform and Consumer Protection Act; Basel III. Notwithstanding anything herein to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall, in each case be deemed to be a change in law or regulation after the date hereof regardless of the date enacted, adopted or issued.

(e) Requests for Compensation. Failure or delay on the part of any Lender or Issuing Bank to demand compensation pursuant to this Section 2.12 shall not constitute a waiver of such Lender's or Issuing Bank's right to demand such compensation; provided that no Borrower shall be required to compensate a Lender or Issuing Bank pursuant to this Section 2.12 for any increased costs or reductions if such Lender or Issuing Bank fails to notify such Borrower within 180 days after it obtains actual knowledge (or, in the exercise of ordinary due diligence, should have obtained actual knowledge) and such Lender or Issuing Bank shall only be entitled to receive such compensation for any losses incurred by it or amounts to which it would otherwise be entitled from and after the date 180 days prior to the date such Lender or Issuing Bank provided notice thereof to such Borrower of the circumstances giving rise to such increased costs or reductions and of such Lender's claim for compensation therefor.

SECTION 2.13 Illegality. Notwithstanding any other provision of this Agreement, if any Lender shall notify the Administrative Agent that the introduction of or any change in, or in the interpretation of, any law or regulation makes it unlawful, or any central bank or other Governmental Authority asserts that it is unlawful, for any Lender or its Eurocurrency Lending Office to perform its obligations hereunder to make LIBO Rate Advances, EURIBO Rate Advances, CDO Rate Advances or Floating Rate Bid Advances or to fund or maintain LIBO Rate Advances, EURIBO Rate Advances, CDO Rate Advances or Floating Rate Bid Advances (a) each LIBO Rate Advance or Floating Rate Bid Advance, as the case may be, of such Lender that is denominated in US Dollars and made to the Parent Borrower or a Borrower that is a Domestic Subsidiary will automatically, upon such demand, be Converted into a Base Rate Advance or an Advance that bears interest at the rate set forth in Section 2.04(a)(i), as applicable, (b) each CDO Rate Advance or Floating Rate Bid Advance, as the case may be, of such Lender denominated in Canadian Dollars will automatically, upon such

demand, be Converted into a Canadian Prime Rate Advance or an Advance that bears interest at the rate set forth in Section 2.04(a)(v), as applicable, (c) each LIBO Rate Advance, EURIBO Rate Advance or Floating Rate Bid Advance, as the case may be, of such Lender denominated in Sterling or Euro will, upon such demand, be prepaid and (d) the obligation of the applicable Lenders to make LIBO Rate Advances, EURIBO Rate Advances, CDO Rate Advances or the applicable Floating Rate Bid Advances, to Convert Base Rate Advances into LIBO Rate Advances or to Convert Canadian Prime Rate Advances into CDO Rate Advances, as applicable, shall be suspended, in each case, until the Administrative Agent shall notify the Parent Borrower and the applicable Lenders that the circumstances causing such suspension no longer exist, in each case, subject to Section 9.04(b) hereof; provided, however, that before making any such demand, each Lender agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to designate a different Eurocurrency Lending Office if the making of such a designation would allow such Lender or its Eurocurrency Lending Office to continue to perform its obligations to make LIBO Rate Advances, EURIBO Rate Advances, CDO Rate Advances or the applicable Floating Rate Bid Advances or to continue to fund or maintain LIBO Rate Advances, CDO Rate Advances, EURIBO Rate Advances or the applicable Floating Rate Bid Advances, as the case may be, and would not, in the judgment of such Lender, be otherwise disadvantageous to such Lender.

SECTION 2.14 Payments and Computations.

(a) Time and Distribution of Payments. The Parent Borrower and each other Borrower shall make each payment hereunder, without condition or deduction for any set-off, counterclaim, defense or recoupment, not later than 11:00 a.m. (Local Time) on the day when due to the Administrative Agent at the Administrative Agent Account in same day funds, except that payments required to be made directly to any Issuing Bank shall be made to such Issuing Bank and payments pursuant to Sections 2.12, 2.15 and 9.04 shall be made directly to the Persons entitled thereto. The Administrative Agent will distribute, in like funds, any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. From and after the effective date of an Assignment and Acceptance pursuant to Section 9.07, the Administrative Agent shall make all payments hereunder in respect of the interest assigned thereby to the Lender assignee thereunder, and the parties to such Assignment and Acceptance shall make all appropriate adjustments in such payments for periods prior to such effective date directly between themselves. All payments hereunder of principal or interest in respect of any Advance or Letter of Credit Disbursement shall, except as otherwise expressly provided herein, be made in the currency of such Advance or Letter of Credit Disbursement; all other payments hereunder and under the Holdco Guaranty Agreement shall be made in US Dollars. Any payment required to be made by the Administrative Agent hereunder shall be deemed to have been made by the time required if the Administrative Agent shall, at or before such time, have taken the necessary steps to make such payment in accordance with the regulations or operating procedures of the clearing or settlement system used by the Administrative Agent to make such payment.

(b) Computation of Interest and Fees. All computations of (i) interest based on the Administrative Agent's prime rate, (ii) interest on Borrowings denominated in Sterling and (iii) interest on Borrowings comprised of Canadian Prime Rate Advances shall be made by the Administrative Agent on the basis of a year of 365 days (or, other than in the case of

Borrowings denominated in Sterling, 366 days in a leap year). All computations of interest based on the LIBO Rate (other than in respect of Borrowings denominated in Sterling), the EURIBO Rate, the CDO Rate or the New York Fed Bank Rate and of Unused Line Fees and Letter of Credit Participation Fees shall be made by the Administrative Agent, all computations of the Letter of Credit Fronting Fees shall be made by the applicable Issuing Bank and all computations of interest pursuant to Section 2.05 shall be made by the applicable Lender, in each case on the basis of a year of 360 days. All computations of interest in respect of Competitive Bid Advances shall be made by the Administrative Agent on the basis of a year of 360 days in the case of Floating Rate Bid Advances and on the basis of a year of 365 or 366 days in the case of Fixed Rate Bid Advances, as specified in the applicable Notice of Competitive Bid Notice. Computations of interest or Unused Line Fees, Letter of Credit Participation Fees and Letter of Credit Fronting Fees shall in each case be made for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest or fees are payable. Each determination by the Administrative Agent (or, in the case of Letter of Credit Fronting Fees, by the applicable Issuing Bank and, in the case of Section 2.05, by the applicable Lender), of an interest rate or fee hereunder shall be conclusive and binding for all purposes, absent manifest error.

(c) Payment Due Dates. Whenever any payment hereunder shall be stated to be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of payment of interest or Unused Line Fees, Letter of Credit Participation Fees or Letter of Credit Fronting Fees, as the case may be; provided, however, that if such extension would cause payment of interest on or principal of LIBO Rate Advances, EURIBO Rate Advances, CDO Rate Advances or Floating Rate Bid Advances to be made in the next following calendar month, such payment shall be made on the immediately preceding Business Day.

(d) Presumption of Borrower Payment. Unless the Administrative Agent receives notice from any Borrower prior to the date on which any payment is due to the Lenders of any Class hereunder that such Borrower will not make such payment in full, the Administrative Agent may assume that such Borrower has made such payment in full to the Administrative Agent on such date and the Administrative Agent may, in reliance upon such assumption, cause to be distributed to each Lender of such Class on such due date an amount equal to the amount then due such Lender. If and to the extent such Borrower has not made such payment in full to the Administrative Agent, each Lender of such Class shall repay to the Administrative Agent forthwith on demand such amount distributed to such Lender together with interest thereon, for each day from the date such amount is distributed to such Lender until the date such Lender repays such amount to the Administrative Agent (i) in the case of payments denominated in US Dollars, the higher of (A) the New York Fed Bank Rate and (B) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation in US Dollars or (ii) in the case of payments denominated in Sterling, Euro or Canadian Dollars, a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation in the applicable currency.

SECTION 2.15 Taxes.

(a) Any and all payments by Kraft Heinz or any Borrower hereunder or under any Note or by Kraft Heinz under the Holdco Guaranty Agreement shall be made, in accordance with Section 2.14, free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities (including penalties, interest, additions to taxes and expenses) with respect thereto, excluding, (i) in the case of each Lender and the Administrative Agent, taxes imposed on its net income, franchise taxes and branch profits taxes imposed on it, in each case, as a result of such Lender or the Administrative Agent (as the case may be) being organized under the laws of the taxing jurisdiction, (ii) in the case of each Lender, taxes imposed on its net income, franchise taxes and branch profits taxes imposed on it, in each case, as a result of such Lender having its Applicable Lending Office in the taxing jurisdiction, (iii) in the case of each Lender and the Administrative Agent, taxes imposed on its net income, franchise taxes and branch profits taxes imposed on it, and any tax imposed by means of withholding, in each case, to the extent such tax is imposed solely as a result of a present or former connection (other than a connection arising from such Lender or the Administrative Agent having executed, delivered, enforced, become a party to, performed its obligations, received payments, received or perfected a security interest under, and/or engaged in any other transaction pursuant to this Agreement, any Note or the Holdco Guaranty Agreement) between the Lender or the Administrative Agent, as the case may be, and the taxing jurisdiction, (iv) in the case of each Lender and the Administrative Agent, any taxes imposed pursuant to FATCA, and (v) in the case of each Lender and the Administrative Agent, any Home Jurisdiction U.S. Withholding Tax to the extent that such tax is imposed with respect to any payments pursuant to any law in effect at the time such Lender becomes a party hereto (or changes its Applicable Lending Office), except (A) to the extent of the additional amounts in respect of such taxes under this Section 2.15 to which such Lender's assignor (if any) or such Lender's prior Applicable Lending Office (if any) was entitled, immediately prior to such assignment or change in its Applicable Lending Office or (B) if such Lender becomes a party hereto pursuant to an Assignment and Acceptance upon the demand of the Parent Borrower (all such taxes, levies, imposts, deductions, charges, withholdings and liabilities in respect of payments by Kraft Heinz or any Borrower hereunder or under any Note or by Kraft Heinz under the Holdco Guaranty Agreement, other than taxes referred to in this Section 2.15(a)(i), 2.15(a)(ii), 2.15(a)(iii), 2.15(a)(iv) or 2.15(a)(v), are referred to herein as "Taxes"). If any applicable withholding agent shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder or under any Note or the Holdco Guaranty Agreement to any Lender or the Administrative Agent, (i) the sum payable by the applicable Borrower or Kraft Heinz shall be increased as may be necessary so that after all required deductions (including deductions applicable to additional sums payable under this Section 2.15) have been made, such Lender or the Administrative Agent (as the case may be) receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions and (iii) the applicable withholding agent shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law.

(b) In addition, Kraft Heinz, the Parent Borrower and each other applicable Borrower shall pay any present or future stamp or documentary taxes or any other excise or property taxes, charges, irrecoverable value-added tax or similar levies (other than Taxes, or taxes referred to in Sections 2.15(a)(i) to 2.15(a)(iv)) that arise from any payment made

hereunder or under any Note or the Holdco Guaranty Agreement or from the execution, delivery or registration of, performing under, or otherwise with respect to, this Agreement, any Note or the Holdco Guaranty Agreement, other than any such taxes imposed by reason of an Assignment and Acceptance (hereinafter referred to as "Other Taxes").

(c) Kraft Heinz, the Parent Borrower and each other Borrower shall indemnify each Lender and the Administrative Agent for and hold it harmless against the full amount of Taxes or Other Taxes (including, without limitation, Taxes and Other Taxes imposed by any jurisdiction on amounts payable under this Section 2.15) payable by such Lender or the Administrative Agent (as the case may be), and any liability (including penalties, interest, additions to taxes and reasonable expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date such Lender or the Administrative Agent (as the case may be), makes written demand therefor; provided, that if an applicable Lender or the Administrative Agent (as the case may be) fails to provide notice to the Parent Borrower of the imposition of any Taxes or Other Taxes within 60 days following the actual receipt of written notice from the applicable Governmental Authority of the imposition of such Taxes or Other Taxes, there will be no obligation for Kraft Heinz or any Borrower to make a payment to such Lender or the Administrative Agent (as the case may be) pursuant to this Section 2.15(c) in respect of any related penalties, interest, additions to taxes and reasonable expenses attributable to the period beginning after such 60th day and ending ten days after the Parent Borrower receives notice from the Lender or the Administrative Agent. Neither Kraft Heinz nor any Borrower will have any obligation to make a payment to an applicable Lender or the Administrative Agent (as the case may be) pursuant to this Section 2.15(c) in respect of any portion of any penalties, interest, additions to taxes and reasonable expenses that are found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Lender or the Administrative Agent (as the case may be).

(d) As soon as practicable after the date of any payment of Taxes or Other Taxes, Kraft Heinz, the Parent Borrower and each other applicable Borrower shall furnish to the Administrative Agent, at its address referred to in Section 9.02, the original or a certified copy of a receipt evidencing such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Each Lender, on or prior to the date of its execution and delivery of this Agreement in the case of each Initial Lender and on the date of the Assignment and Acceptance pursuant to which it becomes a Lender in the case of each other Lender, shall provide each of the Administrative Agent, Kraft Heinz, the Parent Borrower and each other applicable Borrower with any form or certificate that is required by any United States federal taxing authority to certify such Lender's entitlement to any applicable exemption from or reduction in, Home Jurisdiction U.S. Withholding Tax in respect of any payments hereunder or under any Note (including, if applicable, two original Internal Revenue Service Forms W-9, W-8BEN, W-8BEN-E or W-8ECI, as appropriate, or any successor or other form prescribed by the Internal Revenue Service or to the extent a Non-U.S. Lender is not the beneficial owner (for example, where the Non-U.S. Lender is a partnership or a participating Lender that transfers its beneficial ownership through a participation), two original Internal Revenue Service Form W-8IMY, accompanied by any applicable certification documents from each beneficial owner) and any

other documentation reasonably requested by Kraft Heinz, the Parent Borrower, the other applicable Borrower or the Administrative Agent. Thereafter, each such Lender shall provide additional forms or certificates (i) to the extent a form or certificate previously provided has become inaccurate or invalid or has otherwise ceased to be effective or (ii) as requested in writing by Kraft Heinz, the Parent Borrower or the Administrative Agent or such other Borrower or, if such Lender no longer qualifies for the applicable exemption from or reduction in, Home Jurisdiction U.S. Withholding Tax, promptly notify the Administrative Agent and Kraft Heinz, the Parent Borrower or such other Borrower of its inability to do so. Unless Kraft Heinz, the Parent Borrower, such other Borrower and the Administrative Agent have received forms or other documents from each Lender satisfactory to them indicating that payments hereunder or under any Note or the Holdco Guaranty Agreement are not subject to Home Jurisdiction U.S. Withholding Taxes or are subject to Home Jurisdiction U.S. Withholding Taxes at a rate reduced by an applicable tax treaty, Kraft Heinz, the Parent Borrower, such other Borrower or the Administrative Agent shall withhold such taxes from such payments at the applicable statutory rate in the case of payments to or for such Lender and Kraft Heinz, the Parent Borrower or such other Borrower shall pay additional amounts to the extent required by paragraph (a) of this Section 2.15 (subject to the exceptions contained in this Section 2.15).

(f) If a payment made to a Lender hereunder or under any Note or the Holdco Guaranty Agreement would be subject to U.S. Federal withholding tax imposed pursuant to FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Sections 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender shall, on or prior to the date of its execution and delivery of this Agreement in the case of each Initial Lender and on the date of the Assignment and Acceptance pursuant to which it becomes a Lender in the case of each other Lender, provide each of the Administrative Agent, Kraft Heinz, the Parent Borrower and each other applicable Borrower, such documentation prescribed by applicable law (including, if applicable, Internal Revenue Service Forms W-8BEN or W-8BEN-E) and such additional documentation reasonably requested by the Administrative Agent, Kraft Heinz, the Parent Borrower or the other applicable Borrower as may be necessary for the Administrative Agent, Kraft Heinz, the Parent Borrower or the other applicable Borrower to comply with their obligations under FATCA and to determine whether such Lender has complied with such Lender's obligations under FATCA and the amount, if any, to deduct and withhold from such payment. Thereafter, each such Lender shall provide additional documentation (i) to the extent documentation previously provided has become inaccurate or invalid or has otherwise ceased to be effective or (ii) as reasonably requested by the Administrative Agent, Kraft Heinz, the Parent Borrower or the other applicable Borrower. Solely for purposes of this paragraph (f), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(g) In the event that a Designated Subsidiary is a Foreign Subsidiary of the Parent Borrower, each Lender shall promptly complete and deliver to such Borrower and the Administrative Agent, or, at their request, to the applicable taxing authority, so long as such Lender is legally eligible to do so, any certificate or form reasonably requested in writing by such Borrower or the Administrative Agent and required by applicable law in order to secure any applicable exemption from, or reduction in the rate of, deduction or withholding of the applicable Home Jurisdiction Non-U.S. Withholding Taxes for which such Borrower is required to pay additional amounts pursuant to this Section 2.15.

(h) Any Lender claiming any additional amounts payable pursuant to this Section 2.15 agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to select or change the jurisdiction of its Applicable Lending Office if the making of such a selection or change would avoid the need for, or reduce the amount of, any such additional amounts that may thereafter accrue and would not, in the reasonable judgment of such Lender be otherwise materially economically disadvantageous to such Lender.

(i) No additional amounts will be payable pursuant to this Section 2.15 with respect to any Tax to the extent such Tax would not have been payable had the Lender fulfilled its obligations under paragraph (e), (f) or (g) of this Section 2.15 as applicable.

(j) If any Lender or the Administrative Agent, as the case may be, obtains a refund of any Tax for which payment has been made pursuant to this Section 2.15, or, in lieu of obtaining such refund, such Lender or the Administrative Agent applies the amount that would otherwise have been refunded as a credit against payment of a liability in respect of Taxes, which refund or credit in the good faith judgment of such Lender or the Administrative Agent, as the case may be, (and without any obligation to disclose its tax records) is allocable to such payment made under this Section 2.15, the amount of such refund or credit (together with any interest received thereon and reduced by reasonable out-of-pocket costs incurred in obtaining such refund or credit and by any applicable taxes) promptly shall be paid to Kraft Heinz or the applicable Borrower to the extent payment has been made in full by Kraft Heinz or such Borrower pursuant to this Section 2.15.

(k) For purposes of this Section 2.15, the term “Lender” includes any Issuing Bank.

SECTION 2.16 Sharing of Payments, Etc. If any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, or otherwise) on account of the Pro Rata Advances or Term Loans owing to it (other than pursuant to Sections 2.05, 2.10(b)(iii), 2.12, 2.13, 2.15, 9.04(b), 9.04(c) or 9.07(h)) or funded participations in Letter of Credit Disbursements in excess of its ratable share of payments on account of the Pro Rata Advances, Term Loans or participations in Letter of Credit Disbursements obtained by all the applicable Lenders, such Lender shall forthwith purchase from the other Lenders such participations in the Pro Rata Advances, Term Loans and participations in Letter of Credit Disbursements made by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with the Lenders in accordance with the aggregate amount of principal of and accrued interest on their respective Pro Rata Advances, Term Loans and participations in Letter of Credit Disbursements; provided, however, that (a) if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and such Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery together with an amount equal to such Lender’s ratable share (according to the proportion of (i) the amount of such Lender’s required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered and (b) the provisions of this Section 2.16 shall not be construed to apply to any payment made by the Borrowers pursuant to and in accordance with the express terms of this Agreement (for the avoidance of doubt, as in effect from time to time) or any payment obtained

by a Lender as consideration for the assignment of or sale of a participation in any of its Pro Rata Advances, Term Loans or participations in Letter of Credit Disbursements to any Person that is an Eligible Assignee (as such term is defined from time to time). Each Borrower agrees that any Lender so purchasing a participation from another Lender pursuant to this Section 2.16 may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of such Borrower in the amount of such participation.

SECTION 2.17 Evidence of Debt.

(a) Lender Records; Pro Rata and Term Notes. Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of each Borrower to such Lender resulting from each Class of Committed Advance owing to such Lender from time to time, including the amounts and currencies of principal and interest payable and paid to such Lender from time to time hereunder in respect of such Committed Advances. Each Borrower shall, upon notice by any Lender to such Borrower (with a copy of such notice to the Administrative Agent) to the effect that a Pro Rata Note or a Term Note is required or appropriate in order for such Lender to evidence (whether for purposes of pledge, enforcement or otherwise) the Pro Rata Advances or Term Loans, as the case may be, owing to, or to be made by, such Lender, promptly execute and deliver to such Lender a Pro Rata Note or a Term Note, as applicable, payable to such Lender, or its registered assigns, in a principal amount up to the Revolving Commitment or Term Loan, as applicable, of such Lender.

(b) Record of Borrowings, Payables and Payments. The Register maintained by the Administrative Agent pursuant to Section 9.07(d) shall include a control account, and a subsidiary account for each Lender, in which accounts (taken together) shall be recorded as follows:

(i) the date and amount of each Borrowing made hereunder, the Class, Type and currency of Advances comprising such Borrowing and, if appropriate, the Interest Period applicable thereto;

(ii) the terms of each Assignment and Acceptance delivered to and accepted by it;

(iii) the amount of any principal or interest due and payable or to become due and payable from each Borrower to each Lender hereunder and the Maturity Date applicable thereto; and

(iv) the amount of any sum received by the Administrative Agent from the Borrowers hereunder and each Lender's share thereof.

(c) Evidence of Payment Obligations. Entries made in good faith by the Administrative Agent in the Register pursuant to Section 2.17(b), and by each Lender in its account or accounts pursuant to Section 2.17(a), shall be prima facie evidence of the amount of principal and interest due and payable or to become due and payable from each Borrower to, in the case of the Register, each Lender and, in the case of such account or accounts, such Lender, under this Agreement, absent manifest error; provided, however, that the failure of the Administrative Agent or such Lender to make an entry, or any finding that an entry is incorrect, in the Register or such account or accounts shall not limit or otherwise affect the obligations of any Borrower under this Agreement.

SECTION 2.18 Commitment Increases.

(a) The Parent Borrower may from time to time (but not more than three times in any calendar year), by written notice to the Administrative Agent (which shall promptly deliver a copy to each of the Lenders and each Issuing Bank), executed by the Parent Borrower and one or more financial institutions (any such financial institution referred to in this Section 2.18 being called an "Augmenting Lender"), which may include any Lender at such Lender's sole discretion, cause new Revolving Commitments or additional Term Loans or one or more tranches of additional term loans (each an "Incremental Term Loan") to be extended by the Augmenting Lenders or cause the existing Revolving Commitments of the Augmenting Lenders to be increased, as the case may be (the aggregate amount of such extension of Revolving Commitments or increase in the existing Revolving Commitments for all Augmenting Lenders on any single occasion being referred to as a "Commitment Increase"; and any Commitment Increase or issuance of Incremental Term Loans on any single occasion, each, an "Increase"), in an amount for each Augmenting Lender set forth in such notice; provided that (i) the amount of each Increase shall be not less than US$25,000,000, except to the extent necessary to utilize the remaining unused amount of increase permitted under this Section 2.18(a), and (ii) the aggregate amount of all the Increases shall not exceed US$1,000,000,000. Each Augmenting Lender (if not then a Lender) shall be subject to the approval of the Administrative Agent and, in the case of a Commitment Increase, each Issuing Bank (which approval shall not be unreasonably withheld or delayed) and shall not be subject to the approval of any other Lenders, and Kraft Heinz, the Parent Borrower and each Augmenting Lender shall execute all such documentation as the Administrative Agent shall reasonably specify to evidence the Revolving Commitment or Incremental Term Loans of such Augmenting Lender and/or its status as a Lender hereunder (such documentation in respect of any Increase together with the notice of such Increase being referred to collectively as the "Increase Amendment" in respect of such Increase). The Increase Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent, to effect the provisions of this Section 2.18.

(b) Upon each Commitment Increase pursuant to this Section 2.18, if, on the date of such Commitment Increase, there are any Pro Rata Advances outstanding, such Pro Rata Advances shall on or prior to the effectiveness of such Commitment Increase be prepaid from the proceeds of new Pro Rata Advances made hereunder (reflecting such Commitment Increase), which prepayment shall be accompanied by accrued interest on the Pro Rata Advances being prepaid and any costs incurred by any Lender in accordance with Section 9.04(b). The Administrative Agent and the Lenders hereby agree that the minimum borrowing, pro rata borrowing and pro rata payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to the immediately preceding sentence.

(c) Increases and new Revolving Commitments created pursuant to this Section 2.18 shall become effective on the date specified in the notice delivered by the Parent Borrower pursuant to the first sentence of paragraph (a) above or on such other date as shall be agreed upon by the Parent Borrower, the Administrative Agent and the applicable Augmenting Lenders.

(d) Notwithstanding the foregoing, no Increase or addition of an Augmenting Lender shall become effective under this Section 2.18 unless on the date of such increase, the conditions set forth in Section 3.03 shall be satisfied as of such date (as though the effectiveness of such Increase were a Borrowing) and the Administrative Agent shall have received a certificate of the Parent Borrower to that effect dated such date.

(e) The Incremental Term Loans (x) shall rank pari passu in right of payment with the Advances, and (y) shall have identical terms as the Advances; provided that (i) if the Incremental Term Loans constitute additional Term Loans, such Incremental Term Loans shall have identical terms as the existing Term Loans, and (ii) otherwise, (A) the Incremental Term Loans may mature and amortize differently than the Advances, and the terms and conditions applicable to any tranche of Incremental Term Loans maturing after the latest Maturity Date in effect at the time of the incurrence of such Incremental Term Loans may provide for material additional or different financial or other covenants or prepayment requirements applicable only during periods after the latest Maturity Date in effect at the time of the incurrence of such Incremental Term Loans and (B) the Incremental Term Loans may be priced differently than the Advances.

SECTION 2.19 Use of Proceeds. The proceeds of the Advances and Letters of Credit shall be available (and each Borrower agrees that it shall use such proceeds) to consummate the Refinancing and for general corporate purposes of Kraft Heinz and its Subsidiaries.

SECTION 2.20 Defaulting Lenders. Notwithstanding any provision of this Agreement to the contrary, if any Revolving Lender becomes a Defaulting Lender, then the following provisions shall apply:

(a) fees shall cease to accrue on the Revolving Commitment of such Defaulting Lender pursuant to Section 2.09(a);

(b) the Revolving Commitment and Revolving Credit Exposure of such Defaulting Lender shall not be included in determining whether the Required Lenders or Majority in Interest of the Revolving Lenders have taken or may take any action hereunder (including any consent to any amendment, waiver or modification of this Agreement pursuant to Section 9.01); provided that any amendment, waiver or modification of a type described in clause (b), (c) or (d) of the first proviso in Section 9.01 that would apply to the Revolving Commitments or Obligations owing to such Defaulting Lender shall require the consent of such Defaulting Lender;

(c) if any Letter of Credit Exposure exists at the time such Lender becomes a Defaulting Lender then:

(i) all or any part of the Letter of Credit Exposure of such Defaulting Lender shall be reallocated among the Revolving Lenders that are not Defaulting Lenders in accordance with their respective ratable shares (based upon Revolving Commitments) but

only to the extent that (x) the sum of all non-Defaulting Lenders' unpaid principal amount of Pro Rata Advances and Competitive Bid Advances plus such Defaulting Lender's Letter of Credit Exposure does not exceed the total of all non-Defaulting Lenders' Revolving Commitments (minus such non-Defaulting Lenders' Letter of Credit Exposure) as in effect at the time of such reallocation and (y) the conditions set forth in Section 3.03 are satisfied at such time; provided, that the respective allocations of each non-Defaulting Lender shall not exceed such non-Defaulting Lender's Revolving Commitment;

(ii) if the reallocation described in clause (i) above cannot, or can only partially, be effected, the Borrowers shall within one Business Day following notice by the Administrative Agent, cash collateralize for the benefit of the Issuing Banks only the Borrowers' obligations corresponding to such Defaulting Lender's Letter of Credit Exposure in an amount equal to the aggregate amount of the unreallocated obligations of such Defaulting Lender in accordance with the procedures set forth in Section 2.21(h)(i) for so long as such Letter of Credit Exposure is outstanding; provided that neither any such reallocation (partial or otherwise) described in clause (i) above or this clause (ii), nor any payment by a non-Defaulting Lender pursuant thereto will constitute a waiver or release of any claim any Borrower, the Administrative Agent, the Issuing Banks or any other Lender may have against such Defaulting Lender or cause such Defaulting Lender to be a non-Defaulting Lender;

(iii) if the Borrowers cash collateralize any portion of such Defaulting Lender's Letter of Credit Exposure pursuant to clause (ii) above, the Borrowers shall not be required to pay any Letter of Credit Participation Fees to such Defaulting Lender pursuant to Section 2.09(c) with respect to such Defaulting Lender's Letter of Credit Exposure during the period such Defaulting Lender's Letter of Credit Exposure is cash collateralized;

(iv) if the Letter of Credit Exposures of the non-Defaulting Lenders are reallocated pursuant to clause (i) above, then the fees payable to the Lenders pursuant to Section 2.09(c) shall be adjusted in accordance with such non-Defaulting Lenders' ratable shares (based upon Revolving Commitments); and

(v) if all or any portion of such Defaulting Lender's Letter of Credit Exposure is neither reallocated nor cash collateralized pursuant to clause (i) or (ii) above, then, without prejudice to any rights or remedies of the Issuing Banks or any other Lender hereunder, all Letter of Credit Participation Fees with respect to such Defaulting Lender's Letter of Credit Exposure shall be payable to the Issuing Banks, ratably based on the portion of such Letter of Credit Exposure attributable to Letters of Credit issued by each Issuing Bank, until and to the extent that such Letter of Credit Exposure is reallocated and/or cash collateralized pursuant to clause (i) or (ii) above; and

(d) so long as such Lender is a Defaulting Lender, no Issuing Bank shall be required to issue, amend or increase any Letter of Credit, unless it is satisfied that the related exposure and the Defaulting Lender's then outstanding Letter of Credit Exposure will be 100% covered by the Revolving Commitments of the non-Defaulting Lenders and/or cash collateral

will be provided by the Borrowers in accordance with Section 2.20(c)(ii), and participating interests in any newly issued or increased Letter of Credit shall be allocated among Revolving Lenders that are not Defaulting Lenders in a manner consistent with Section 2.20(c)(i) (and such Defaulting Lender shall not participate therein).

In the event that each of the Administrative Agent, each Issuing Bank and the Parent Borrower agree that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then such Lender shall purchase at par such of the Pro Rata Advances of the other Lenders (together with any break funding incurred by such other Lenders as a result of such purchase) and the Letter of Credit Exposures of the Lenders shall be adjusted to reflect such Lender's Revolving Commitment as the Administrative Agent shall determine may be necessary in order for such Lender to hold such Pro Rata Advances and Letter of Credit Exposure in accordance with its pro rata portion of the total Revolving Commitments and clauses (a) and (b) above shall cease to apply.

SECTION 2.21 Issuance of, and Drawings and Reimbursement Under, Letters of Credit.

(a) [Reserved]

(b) Request for Issuance. Letters of Credit denominated in US Dollars or in one or more Alternative Currencies may be issued hereunder in a US Dollar Equivalent Amount that does not at the time of the issuance of such Letter of Credit exceed the aggregate Revolving Commitments minus the sum of the Aggregate Revolving Credit Exposure and the Aggregate Competitive Bid Exposure of the Revolving Lenders at such time, provided that (A) no Issuing Bank shall be required at any time to issue, amend, renew or extend a Letter of Credit that would result in (x) the aggregate Letter of Credit Exposures exceeding US$150,000,000, or (y) the aggregate Letter of Credit Exposure in respect of Letters of Credit issued by such Issuing Bank exceeding such Issuing Bank's Letter of Credit Commitment and (B) a Letter of Credit issued by an Issuing Bank shall only be of a type approved for issuance hereunder by such Issuing Bank (it being understood and agreed that standby Letters of Credit shall be deemed of the type that is so approved). Each Letter of Credit shall be issued upon notice, given not later than 12:00 p.m. (New York City time) on the third Business Day prior to the date of the proposed issuance of such Letter of Credit, by the applicable Borrower to the Administrative Agent and any Issuing Bank. Each such notice by any Borrower of issuance of a Letter of Credit (a "Notice of Issuance") shall be in writing in substantially the form of Exhibit F attached hereto, specifying therein the requested (i) date of such issuance (which shall be a Business Day), (ii) face amount of such Letter of Credit (which must be in US Dollars or an Alternative Currency), (iii) expiration date of such Letter of Credit (which shall be on or prior to the earlier of (A) the date one year after the date of the issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after such renewal or extension) and (B) the date that is five Business Days prior to the Revolving Maturity Date; provided that any Letter of Credit may contain customary automatic renewal provisions agreed upon by the applicable Borrower and the applicable Issuing Bank pursuant to which the expiration date of such Letter of Credit shall automatically be extended for a period of up to 12 months (but not to a date later than the date that is five Business Days prior to the Revolving Maturity Date, unless otherwise permitted pursuant to the immediately succeeding proviso), subject to a right on the part of such Issuing

Bank to prevent any such renewal from occurring by giving notice to the beneficiary and the Borrower in advance of any such renewal; provided, further that, with the prior consent of the applicable Issuing Bank, in its sole discretion, a Letter of Credit may be extended beyond the fifth Business Day prior to the Revolving Maturity Date (each such Letter of Credit with an expiration date that is later than five Business Days prior to the Revolving Maturity Date, a "Post-Maturity Letter of Credit") so long as the applicable Borrower shall Post-Maturity Cash Collateralize in accordance with Section 2.21(h)(ii) any Post-Maturity Letter of Credit); provided, further that no Letter of Credit may expire after the date that is five Business Days prior to the Revolving Maturity Date in respect of any Non-Extending Lenders under Section 2.10(b) if, after giving effect to the issuance, amendment, renewal or extension of such Letter of Credit, the aggregate Revolving Commitments of the Extending Lenders (including any New Lenders) for the period following such Revolving Maturity Date would be less than the Letter of Credit Exposure following such Revolving Maturity Date), (iv) name and address of the beneficiary of such Letter of Credit and (v) form of such Letter of Credit, and shall be accompanied by such application and agreement for Letter of Credit as such Issuing Bank may specify to the applicable Borrower for use in connection with such requested Letter of Credit (including, in connection with the issuance of a Post-Maturity Letter of Credit or the renewal of a Letter of Credit, such that, after giving effect to such renewal, such Letter of Credit becomes a Post-Maturity Letter of Credit, such documentation, including a reimbursement agreement, as such Issuing Bank may reasonably require in connection with such issuance or renewal) (a "Letter of Credit Agreement"). If the requested form of such Letter of Credit is acceptable to such Issuing Bank in its sole discretion, such Issuing Bank will, upon fulfillment of the applicable conditions set forth in Article III, make such Letter of Credit available to the applicable Borrower at its office referred to in Section 9.02 or as otherwise agreed with the applicable Borrower in connection with such issuance. A Letter of Credit issued hereunder may contain a statement to the effect that such Letter of Credit is issued for the account of any Subsidiary of the Parent Borrower; provided, that notwithstanding such statement, the applicable Borrower shall be the actual account party for all purposes of this Agreement for such Letter of Credit and such statement shall not affect the applicable Borrower's reimbursement obligations hereunder with respect to such Letter of Credit. In the event and to the extent that the provisions of any Letter of Credit Agreement shall conflict with this Agreement, the provisions of this Agreement shall govern. A Borrower may from time to time request that Letters of Credit be issued in US Dollars or any Alternative Currency. Any request for a Letter of Credit in an Alternative Currency shall be made to the Administrative Agent not later than 20 Business Days (or such other date as may be agreed by the Administrative Agent and the applicable Issuing Banks, in their sole discretion) prior to the date of the desired issuance of a Letter of Credit denominated in the requested currency. The Administrative Agent shall promptly notify each Issuing Bank thereof. Each Issuing Bank shall confirm to the Administrative Agent not later than ten Business Days (or such other date as may be agreed by the Administrative Agent and the applicable Issuing Banks, in their sole discretion) after receipt of such request whether it can issue a Letter of Credit in the requested Alternative Currency. Any failure by an Issuing Bank to respond to such request within the time period specified in the preceding sentence shall be deemed to be a denial by such Issuing Bank to issue Letters of Credit in the requested currency. If one or more Issuing Banks confirms the issuance of Letters of Credit in such requested currency, the Administrative Agent shall so notify the applicable Borrower. If no Issuing Bank is able to issue a Letter of Credit in an additional currency under this Section 2.21(b), the

Administrative Agent shall promptly notify the applicable Borrower. Notwithstanding anything to the contrary set forth herein, this Section 2.21 shall not be construed to impose an obligation upon any Issuing Bank to issue, amend, renew or extend any Letter of Credit if (i) any order, judgment or decree of any Governmental Authority shall by its terms purport to enjoin or restrain such Issuing Bank from issuing, amending, renewing or extending such Letter of Credit, or any law applicable to such Issuing Bank or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such Issuing Bank shall prohibit the issuance, amendment, renewal or extension of letters of credit generally or such Letter of Credit in particular, (ii) the issuance, amendment, renewal or extension of such Letter of Credit would or could reasonably be expected to breach, violate or otherwise be inconsistent with any internal policy of such Issuing Bank or any law or regulation to which such Issuing Bank is, or would be upon issuance, amendment, renewal or extension of such Letter of Credit, subject to or (iii) such Letter of Credit is denominated in an Alternative Currency not approved for issuance, amendment, renewal or extension by such Issuing Bank.

(c) Issuing Bank Reports. Unless otherwise agreed by the Administrative Agent, each Issuing Bank shall report in writing to the Administrative Agent (i) on or prior to each Business Day on which such Issuing Bank issues, amends, renews or extends any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the US Dollar Equivalent Amount of the aggregate face amount of the Letters of Credit issued, amended, renewed or extended by it and outstanding after giving effect to such issuance, amendment, renewal or extension (and whether the US Dollar Equivalent Amount thereof shall have changed), it being understood that such Issuing Bank shall not be obligated to effect any issuance, renewal, extension or amendment resulting in an increase in the aggregate US Dollar Equivalent Amount of the Letters of Credit issued by it without first obtaining written confirmation from the Administrative Agent that such increase is then permitted under this Agreement, (ii) on each Business Day on which such Issuing Bank makes any Letter of Credit Disbursement, the date and the US Dollar Equivalent Amount of such Letter of Credit Disbursement, (iii) on any Business Day on which a Borrower fails to reimburse a Letter of Credit Disbursement required to be reimbursed to such Issuing Bank on such day, the date of such failure and the US Dollar Equivalent Amount of such Letter of Credit Disbursement and (iv) on any other Business Day, such other information as the Administrative Agent shall reasonably request as to the Letters of Credit issued by such Issuing Bank.

(d) Participations in Letters of Credit. Except as otherwise described in Section 2.21(h)(ii) in connection with Letters of Credit issued or extended on or after the Cash Collateralization Date, upon the issuance of a Letter of Credit by any Issuing Bank under Section 2.21(b), such Issuing Bank shall be deemed, without further action by any party hereto, to have granted to each Revolving Lender, and each Revolving Lender shall be deemed, without further action by any party hereto, to have acquired from such Issuing Bank, a participation in such Letter of Credit in the amount for each Revolving Lender equal to such Lender’s ratable share (based on its Revolving Commitment) of the amount available to be drawn under such Letter of Credit, effective upon the issuance of such Letter of Credit. Each Revolving Lender acknowledges and agrees that its obligation to acquire participations pursuant to this paragraph in respect of Letters of Credit is absolute and unconditional and shall not be affected by any circumstances whatsoever, including any amendment, renewal or extension of any Letter of Credit or the occurrence and continuance of a Default or reduction or termination of the Revolving Commitments.

(e) Drawings Under Letters of Credit; Reimbursement; Interim Interest. Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the applicable Issuing Bank shall notify the Administrative Agent and the Administrative Agent shall promptly notify the applicable Borrower and each other Revolving Lender as to the US Dollar Equivalent Amount to be paid as a result of such demand or drawing and the payment date. The applicable Borrower shall be irrevocably and unconditionally obligated to reimburse the applicable Issuing Bank, by no later than 12:00 p.m. (New York City time) on the Business Day immediately following the Business Day that such Borrower receives notice of such drawing, in the applicable currency for any amounts paid by such Issuing Bank upon any drawing under any Letter of Credit, without presentment, demand, protest or other formalities of any kind; provided that such Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.02 that such payment be financed with a Pro Rata Borrowing that is comprised of Base Rate Advances in an equivalent amount and, to the extent so financed, such Borrower's obligation to make such payment shall be discharged and replaced by the resulting Pro Rata Borrowing. If the applicable Borrower fails to make such reimbursement payment when due, the applicable Issuing Bank shall notify the Administrative Agent thereof, and the Administrative Agent shall notify each Revolving Lender of the applicable Letter of Credit Disbursement, the payment then due from such Borrower in respect thereof (the "Unreimbursed Amount") and the US Dollar Equivalent Amount of such Lender's ratable share thereof (based on its Revolving Commitment). Promptly following receipt of such notice, each Revolving Lender shall pay to the Administrative Agent the US Dollar Equivalent Amount of its ratable share (based on its Revolving Commitment) of the Unreimbursed Amount, in the same manner as provided in Section 2.02 with respect to Pro Rata Advances made by such Lender (and Section 2.02 shall apply, mutatis mutandis, to the payment obligations of the Revolving Lenders), and the Administrative Agent shall promptly pay to the applicable Issuing Bank the amounts so received by it from the Revolving Lenders in US Dollars or, if requested by such Issuing Bank, the equivalent amount thereof in the applicable Alternative Currency as determined by the Administrative Agent or the applicable Issuing Bank at such time on the basis of the Spot Rate (determined as of such funding date) for the purchase of such Alternative Currency with US Dollars. Promptly following receipt by the Administrative Agent of any payment from the applicable Borrower pursuant to this Section 2.21(e), the Administrative Agent shall distribute such payment to the applicable Issuing Bank or, to the extent that Revolving Lenders have made payments pursuant to this Section 2.21(e) to reimburse such Issuing Bank, then to such Lenders and such Issuing Bank as their interests may appear. Any payment made by a Revolving Lender pursuant to this Section 2.21(e) to reimburse any Issuing Bank for any Letter of Credit Disbursement shall not constitute an Advance and shall not relieve the applicable Borrower of its obligation to reimburse such Issuing Bank for such Letter of Credit Disbursement. All such amounts paid by any Issuing Bank (whether or not the US Dollar Equivalent Amount of their ratable shares, based on Revolving Commitments, of such amounts have been paid to such Issuing Bank by the Revolving Lenders as provided above) and remaining unpaid by the applicable Borrower shall bear interest, payable on demand, for each day until paid at a rate per annum equal to the Base Rate for such day, plus the Applicable Pro Rata Interest Rate Margin for Base Rate Advances for such day, plus, if such amount remains unpaid for more than three Business Days, 1%. Notwithstanding anything to the contrary contained herein, the Revolving Lenders shall not have any obligation to reimburse any Issuing Bank for any Letter of Credit Disbursement made under any Post-Maturity Letter of Credit that occurs on or after the Revolving Maturity Date.

(f) Obligations Unconditional. The obligations of the Borrowers under Section 2.21(e) above shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement, under all circumstances whatsoever, including without limitation the following circumstances:

(i) any lack of enforceability of this Agreement, any Letter of Credit, any Letter of Credit Agreement or any other agreement or instrument, in each case, relating thereto (all of the foregoing being, collectively, the "L/C Related Documents")

(ii) the use that may be made of the Letter of Credit by, or any acts or omission of, a beneficiary of a Letter of Credit (or any Person for whom the beneficiary may be acting);

(iii) the existence of any claim, set-off, defense or other rights that the applicable Borrower may have at any time against a beneficiary of a Letter of Credit (or any Person for whom the beneficiary may be acting), the Lenders (including the applicable Issuing Bank) or any other Person, whether in connection with the transactions contemplated by the L/C Related Documents or any unrelated transaction;

(iv) any statement or any other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;

(v) payment under a Letter of Credit to the beneficiary of such Letter of Credit against presentation to the Issuing Bank of a draft or certificate that does not comply with the terms of the Letter of Credit; provided that the determination by the Issuing Bank to make such payment shall not have been the result of its willful misconduct or gross negligence (as finally determined by a court of competent jurisdiction in a final and non-appealable judgment);

(vi) any adverse change in the relevant exchange rates or in the availability of the relevant Alternative Currency to the applicable Borrower or the relevant currency markets generally;

(vii) any other act or omission to act or delay of any kind by any Lender (including the applicable Issuing Bank), the Administrative Agent or any other Person or any other event or circumstance whatsoever that might, but for the provisions of this clause (vii), constitute a legal or equitable discharge of the applicable Borrower's obligations hereunder; or

(viii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including, without limitation, any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrowers.

None of the Administrative Agent, the Lenders or the Issuing Banks, or any of their affiliates shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the applicable Issuing Bank; provided that the foregoing shall not be construed to excuse any Issuing Bank from liability to the applicable Borrower to the extent of any direct damages (as opposed to special, indirect, consequential or punitive damages, claims in respect of which are hereby waived by the applicable Borrower to the extent permitted by applicable law) suffered by the Borrower that are caused by such Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of the applicable Issuing Bank (as finally determined by a court of competent jurisdiction in a final and non-appealable judgment), such Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented that appear on their face to be in substantial compliance with the terms of a Letter of Credit, an Issuing Bank may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(g) Additional Issuing Banks. The Parent Borrower may, at any time and from time to time with the consent of the Administrative Agent (which consent shall not be unreasonably withheld, delayed or conditioned) and such Revolving Lender, designate one or more additional Revolving Lenders to act as an issuing bank under the terms of this Agreement. Any Revolving Lender designated as an issuing bank pursuant to this Section 2.21(g) shall, upon entering into a Letter of Credit Agreement with the Parent Borrower, be deemed to be an "Issuing Bank" (in addition to being a Revolving Lender) hereunder.

(h) Cash Collateralization. (i) If any Event of Default shall occur and be continuing, on the Business Day that the Parent Borrower receives notice from the Administrative Agent or a Majority in Interest of the Revolving Lenders (or, if the maturity of the Pro Rata Advances has been accelerated, Revolving Lenders with aggregate Letter of Credit Exposures representing greater than 50% of the aggregate Letter of Credit Exposures) demanding the deposit of cash collateral pursuant to this Section 2.21(h)(i), the Borrowers shall deposit ("Cash Collateralize") in an account with the Administrative Agent, in the name of the Administrative Agent and for the benefit of the Revolving Lenders and the Issuing Banks, an amount in cash equal to the aggregate Letter of Credit Exposures as of such date plus any accrued and unpaid interest thereon; provided that the obligation to Cash Collateralize shall become effective immediately, and such deposit shall become immediately due and payable, without demand or other notice of any kind, upon the occurrence of any Event of Default with respect to the Parent Borrower described in Section 6.01(e). Each such deposit shall be held by the Administrative Agent as collateral for the payment and performance of the obligations of the Borrowers under this Agreement to the Revolving Lenders and the Issuing Banks. The

Administrative Agent shall have exclusive dominion and control, as defined in the Uniform Commercial Code of the State of New York, including the exclusive right of withdrawal, over such account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of the Administrative Agent and at the Borrowers' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in such account shall be applied by the Administrative Agent to reimburse each Issuing Bank for Letter of Credit Disbursements for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction of the reimbursement obligations of the Borrowers for the aggregate Letter of Credit Exposures at such time or, if the maturity of the Pro Rata Advances has been accelerated (but subject to the consent of Revolving Lenders with Letter of Credit Exposures representing greater than 50% of the aggregate Letter of Credit Exposures), be applied to satisfy other obligations of the Borrowers under this Agreement. If the Borrowers are required to provide an amount of cash collateral hereunder as a result of the occurrence of an Event of Default, such amount (to the extent not applied as aforesaid) shall be returned to the applicable Borrower within three Business Days after all Events of Default have been cured or waived.

(ii) If any Post-Maturity Letters of Credit remain outstanding as of the date that is five Business Days prior to the Revolving Maturity Date (such date being referred to herein as the "Cash Collateralization Date"), the applicable Borrower shall, on the Cash Collateralization Date, deposit ("Post-Maturity Cash Collateralize") in an account with each Issuing Bank that has issued any such Post-Maturity Letter of Credit, in the name of such Issuing Bank and for the benefit of such Issuing Bank and, prior to the Revolving Maturity Date, the Revolving Lenders (each, an "Issuing Bank LC Collateral Account"), an amount in cash equal to 102% of the aggregate amount (as determined in accordance with Section 1.04) of all outstanding Post-Maturity Letters of Credit issued by such Issuing Bank. In addition, if (x) a Borrower requests that a Post-Maturity Letter of Credit be issued, or a Letter of Credit be renewed (or if any Letter of Credit is automatically renewed for an additional one-year period), such that, after giving effect to such renewal, such Letter of Credit becomes a Post-Maturity Letter of Credit, by an Issuing Bank after the Cash Collateralization Date but before the Revolving Maturity Date and (y) such Issuing Bank agrees to issue such Post-Maturity Letter of Credit or renew such Letter of Credit, then, as a condition to such issuance or renewal, the applicable Borrower shall deposit in such Issuing Bank's Issuing Bank LC Collateral Account an amount in cash equal to 102% of the amount (as determined in accordance with Section 1.04) of such Post-Maturity Letter of Credit or Letter of Credit to be renewed, as applicable. Any such deposits pursuant to this Section 2.21(h)(ii) shall be held by each applicable Issuing Bank in its Issuing Bank LC Collateral Account as collateral for the payment and performance of the obligation of the applicable Borrower to reimburse such Issuing Bank for Letter of Credit Disbursements made by such Issuing Bank under each Post-Maturity Letter of Credit issued by such Issuing Bank. Each Issuing Bank shall have exclusive dominion and control, as defined in the Uniform Commercial Code of the State of New York, including the exclusive right of withdrawal, over its Issuing Bank LC Collateral Account. Other than any interest earned on the investment of such deposits, which investments shall be made at the option and sole discretion of each Issuing Bank and at the Borrowers' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. Moneys in each Issuing Bank

LC Collateral Account shall be applied by the applicable Issuing Bank to reimburse such Issuing Bank for Letter of Credit Disbursements made by such Issuing Bank in respect of Post-Maturity Letters of Credit for which it has not been reimbursed, fees related to such Post-Maturity Letters of Credit and, to the extent not so applied, shall be held for the satisfaction of the obligation of the Borrowers to reimburse such Issuing Bank for Letter of Credit Disbursements made by such Issuing Bank in respect of Post-Maturity Letters of Credit issued by such Issuing Bank. If an Issuing Bank has issued more than one Post-Maturity Letter of Credit for which cash collateral was provided pursuant to this Section 2.21(h)(ii), upon the cancellation, surrender, or payment of any such Post-Maturity Letter of Credit, the Issuing Bank that issued such Post-Maturity Letter of Credit shall promptly release cash collateral to the applicable Borrower equal to the difference between (A) the total available funds in such Issuing Bank's Issuing Bank LC Collateral Account and (B) 102% of the aggregate amount (as determined in accordance with Section 1.04) of all Post-Maturity Letters of Credit issued by such Issuing Bank that remain outstanding. Promptly after the cancellation, surrender, or payment of all Post-Maturity Letters of Credit issued by an Issuing Bank for which cash collateral was provided pursuant to this Section 2.21(h)(ii), such Issuing Bank shall return to the applicable Borrower all available funds, if any, in such Issuing Bank's Issuing Bank LC Collateral Account. This Section 2.21(h)(ii) shall survive the termination of this Agreement and the payment of all other amounts owing hereunder.

ARTICLE III

Conditions to Closing Date and Lending

SECTION 3.01 Conditions Precedent to Closing Date. This Agreement and the obligations of each Lender to make its initial Advance and of each Issuing Bank to issue its initial Letter of Credit hereunder shall not become effective until the date on which each of the following conditions precedent is satisfied, or waived in accordance with Section 9.01:

(a) This Agreement shall have been executed by the Administrative Agent and the London Agent, and the Administrative Agent shall have received from Kraft Heinz, the Parent Borrower and each Initial Lender either (i) a counterpart of this Agreement signed on behalf of such party or (ii) evidence satisfactory to the Administrative Agent (which may include a facsimile transmission) that such party has signed a counterpart of this Agreement.

(b) The Holdco Guaranty Agreement shall have been executed by Kraft Heinz and the Administrative Agent.

(c) The Agents and the Lenders shall have received payment in full in cash of all fees and expenses due to them pursuant to the Commitment Letter, the JPM Fee Letter or the CoBank Fee Letter on or prior to the Closing Date and, in the case of expenses, to the extent invoiced at least one day prior to the Closing Date.

(d) The Lenders shall have received all documentation and other information required by regulatory authorities with respect to the Borrowers and Kraft Heinz under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

(e) On the Closing Date, the following statements shall be true and the Administrative Agent shall have received for the account of each Lender a certificate signed by a duly authorized officer of Kraft Heinz, dated the Closing Date, stating that:

(i) the representations and warranties contained in Section 4.01 are correct on and as of the Closing Date, and

(ii) no event has occurred and is continuing on and as of the Closing Date that constitutes a Default or Event of Default.

(f) The Administrative Agent shall have received on or before the Closing Date the following, each dated such day, in form and substance reasonably satisfactory to the Administrative Agent:

(i) Certified copies of the resolutions of the Board of Directors of each of Kraft Heinz and the Parent Borrower approving this Agreement and, in the case of Kraft Heinz, the Holdco Guaranty Agreement, and of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to this Agreement and the Holdco Guaranty Agreement.

(ii) Certificates of the Secretary or an Assistant Secretary of each of Kraft Heinz and the Parent Borrower certifying the names and true signatures of the officers thereof authorized to sign this Agreement and, in the case of Kraft Heinz, the Holdco Guaranty Agreement and certifying as to the organizational documents, the resolutions and the good standing of Kraft Heinz and the Parent Borrower and other customary matters.

(iii) Opinions of (A) Kirkland & Ellis LLP, special New York counsel to Kraft Heinz and the Parent Borrower, and (B) internal counsel for Kraft Heinz, in each case reasonably satisfactory to the Administrative Agent.

(g) The Merger Transactions shall have been (or substantially concurrently with the occurrence of the Closing Date shall be) consummated, in each case pursuant to and on the terms set forth in the Merger Agreement and without giving effect to amendments, supplements, waivers or other modifications to the Merger Agreement that are adverse in any material respect to the Lenders and that have not been approved by the Joint Lead Arrangers. The Parent Borrower shall be a wholly-owned Subsidiary of Kraft Heinz.

(h) All amounts under (i) the Five-Year Revolving Credit Agreement dated as of May 29, 2014, among Kraft Foods Group, JPMorgan Chase Bank, N.A. and Barclays Bank PLC, as administrative agents, the lenders party thereto and the other parties thereto, (ii) the Credit Agreement dated as of June 7, 2013, among H. J. Heinz Company, H.J. Heinz Corporation II, the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent and collateral agent, and the other parties thereto and (iii) 4.25%

Second Lien Secured Notes due in 2020, issued under the Indenture, dated as of April 1, 2013, among H. J. Heinz Company, as the issuer, H.J. Heinz Corporation II, as a guarantor, the other guarantors party thereto from time to time, and Wells Fargo Bank, National Association, as trustee and collateral agent, in each case shall have been (or substantially concurrently with the occurrence of the Closing Date shall be) repaid and all commitments thereunder and guarantees and Liens created in connection therewith shall have been (or substantially concurrently with the occurrence of the Closing Date shall be) terminated and released, and the Administrative Agent shall have received evidence thereof reasonably satisfactory to it (the transactions set forth in this clause (h), collectively, the "Refinancing").

The Administrative Agent shall notify Kraft Heinz, the Parent Borrower and the Lenders of the date which is the Closing Date upon satisfaction or waiver of all of the conditions precedent set forth in this Section 3.01. For purposes of determining compliance with the conditions specified in this Section 3.01, each Lender shall be deemed to have consented to, approved or accepted or to be satisfied with each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the Lenders unless an officer of the Administrative Agent responsible for the transactions contemplated by this Agreement shall have received notice from such Lender prior to the date that the Parent Borrower, by notice to the Lenders, designates as the proposed Closing Date, specifying its objection thereto. Notwithstanding the foregoing, the obligations of the Lenders to make Advances and of the Issuing Banks to issue Letters of Credit hereunder shall not become effective unless each of the foregoing conditions shall have been satisfied or waived at or prior to 5:00 p.m., New York City time, on July 6, 2015 (and, in the event such conditions shall not have been so satisfied or waived, the Commitments shall terminate at such time).

SECTION 3.02 Initial Advance to Each Designated Subsidiary. The obligation of each Revolving Lender to make an initial Pro Rata Advance to any Designated Subsidiary, and of any Issuing Bank to issue its initial Letter of Credit for the account of any Designated Subsidiary, in each case following any designation of such Designated Subsidiary as a Borrower hereunder pursuant to Section 9.08 is subject to the receipt by the Administrative Agent on or before such date of designation of each of the following, in form and substance satisfactory to the Administrative Agent and dated such date of designation, and in sufficient copies for each Revolving Lender:

(a) Certified copies of the resolutions of the Board of Directors of such Designated Subsidiary (with a certified English translation if the original thereof is not in English) approving this Agreement, and of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to this Agreement.

(b) A certificate of a proper officer of such Designated Subsidiary certifying the names and true signatures of the officers of such Designated Subsidiary authorized to sign this Agreement and the other documents to be delivered hereunder and certifying to other customary matters.

(c) A certificate signed by a duly authorized officer of the Designated Subsidiary certifying that such Designated Subsidiary shall have obtained all governmental and third party authorizations, consents, approvals (including exchange control approvals) and licenses required under applicable laws and regulations necessary for such Designated Subsidiary to execute and deliver this Agreement and to perform its obligations thereunder.

(d) The Designation Agreement of such Designated Subsidiary, substantially in the form of Exhibit D hereto.

(e) An opinion of counsel (which may be in-house counsel) to such Designated Subsidiary covering, to the extent customary and appropriate for the relevant jurisdiction, the opinions outlined on Exhibit E hereto.

(f) All information relating to any such Designated Subsidiary reasonably requested by any Lender through the Administrative Agent not later than two Business Days after such Lender shall have been notified of the designation of such Designated Subsidiary under Section 9.08 in order to allow such Lender to comply with "know your customer" regulations or any similar rules or regulations under applicable foreign laws.

SECTION 3.03 Conditions Precedent to Each Pro Rata Borrowing and Letter of Credit Issuance or Extension. The obligation of each Lender to make a Pro Rata Advance on the occasion of each Pro Rata Borrowing, and the obligation of each Issuing Bank to issue, to amend, to renew or to extend the expiry date of a Letter of Credit, shall be subject to the conditions precedent that the Closing Date shall have occurred (and, in the case of any Pro Rata Borrowing or any Letter of Credit issued for the account of a Designated Subsidiary, the conditions set forth in Section 3.02 with respect to such Designated Subsidiary shall have been satisfied) and on the date of such Pro Rata Borrowing or Letter of Credit issuance or extension the following statements shall be true, and the acceptance by the applicable Borrower of the proceeds of such Pro Rata Borrowing or the issuance or extension of such Letter of Credit shall be a representation by the applicable Borrower that:

(a) the representations and warranties contained in Section 4.01 (except the representations set forth in the last sentence of subsection (e) and in subsection (f) thereof (other than clause (i) thereof)) are correct in all material respects on and as of the date of such Pro Rata Borrowing or the issuance or extension of such Letter of Credit, before and after giving effect to such Pro Rata Borrowing and to the application of the proceeds therefrom or to such Letter of Credit issuance or extension, as though made on and as of such date, and, if such Pro Rata Borrowing or issuance or extension of Letter of Credit shall have been requested by a Designated Subsidiary, the representations and warranties of such Designated Subsidiary contained in its Designation Agreement are correct in all material respects on and as of the date of such Pro Rata Borrowing or the issuance or extension of such Letter of Credit, before and after giving effect to such Pro Rata Borrowing and to the application of the proceeds therefrom or to such Letter of Credit issuance or extension, as though made on and as of such date; and

(b) before and after giving effect to the application of the proceeds of all Borrowings on such date (together with any other resources of the Borrowers applied together therewith), no event has occurred and is continuing, or would result from such Pro Rata Borrowing or the issuance or extension of such Letter of Credit, that constitutes a Default or Event of Default.

SECTION 3.04 Conditions Precedent to Each Competitive Bid Borrowing. The obligation of each Revolving Lender that is to make a Competitive Bid Advance on the occasion of a Competitive Bid Borrowing shall be subject to the conditions precedent that (i) the Administrative Agent shall have received the written confirmatory Notice of Competitive Bid Borrowing with respect thereto, (ii) on or before the date of such Competitive Bid Borrowing, but prior to such Competitive Bid Borrowing, the Administrative Agent shall have received a Competitive Bid Note payable to such Lender, or its registered assigns, for each of the one or more Competitive Bid Advances to be made by such Lender as part of such Competitive Bid Borrowing, in a principal amount equal to the principal amount of the Competitive Bid Advance to be evidenced thereby and otherwise on such terms as were agreed to for such Competitive Bid Advance in accordance with Section 2.07, and (iii) on the date of such Competitive Bid Borrowing the following statements shall be true, and the acceptance by the applicable Borrower of the proceeds of such Competitive Bid Borrowing shall be a representation by such Borrower, that:

(a) the representations and warranties contained in Section 4.01 (except the representations set forth in the last sentence of subsection (e) and in subsection (f) thereof (other than clause (i) thereof)) are correct in all material respects on and as of the date of such Competitive Bid Borrowing, before and after giving effect to such Competitive Bid Borrowing and to the application of the proceeds therefrom, as though made on and as of such date, and, if such Competitive Bid Borrowing shall have been requested by a Designated Subsidiary, the representations and warranties of such Designated Subsidiary contained in its Designation Agreement are correct in all material respects on and as of the date of such Competitive Bid Borrowing, before and after giving effect to such Competitive Bid Borrowing and to the application of the proceeds therefrom, as though made on and as of such date; and

(b) before and after giving effect to the application of the proceeds of all Borrowings on such date (together with any other resources of the Borrowers applied together therewith), no event has occurred and is continuing, or would result from such Competitive Bid Borrowing that constitutes a Default or Event of Default.

ARTICLE IV

Representations and Warranties

SECTION 4.01 Representations and Warranties of Kraft Heinz and the Parent Borrower. Each of Kraft Heinz and the Parent Borrower represents and warrants as to Kraft Heinz, the Parent Borrower and the other Subsidiaries of Kraft Heinz as follows:

(a) Each of Kraft Heinz and the Parent Borrower is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation.

(b) The execution, delivery and performance of this Agreement, the Holdco Guaranty Agreement and the Notes to be delivered by the Parent Borrower are within the corporate powers of Kraft Heinz or the Parent Borrower, as applicable, have been duly authorized by all necessary corporate action on the part of Kraft Heinz or the Parent Borrower, as applicable, and do not contravene (i) the charter or by-laws of Kraft Heinz or the Parent Borrower or (ii) any law, rule, regulation or order of any court or governmental agency or any contractual restriction binding on or affecting Kraft Heinz or the Parent Borrower except, with respect to any contravention referred to in clause (ii), to the extent that such contravention could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for the due execution, delivery and performance by Kraft Heinz or the Parent Borrower, as applicable, of this Agreement, the Holdco Guaranty Agreement or the Notes to be delivered by the Parent Borrower except for (i) authorizations, approvals, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect and (ii) those authorizations, approvals, or other actions, notices or filings, the failure of which to obtain or make could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(d) Each of this Agreement and the Holdco Guaranty Agreement is, and each of the Notes to be delivered by the Parent Borrower when delivered hereunder will be, duly executed and delivered by Kraft Heinz or the Parent Borrower, as applicable, and a legal, valid and binding obligation of Kraft Heinz or the Parent Borrower, as applicable, 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.

(e) As reported in the Form S-4 as in effect prior to the Closing Date, the consolidated balance sheet of Holdco and its Subsidiaries as of December 28, 2014, and the consolidated statements of operations, comprehensive income/(loss), equity and cash flows of Holdco and its Subsidiaries for the year then ended fairly present, in all material respects, the consolidated financial position of Holdco and its Subsidiaries as at such date and the consolidated results of the operations of Holdco and its Subsidiaries for the year ended on such date, all in accordance with accounting principles generally accepted in the United States. As reported in Kraft Food Group's Annual Report on Form 10-K for the year ended December 28, 2014, the consolidated balance sheets of Kraft Foods Group and its Subsidiaries as of December 28, 2014, and the consolidated statements of earnings of Kraft Foods Group and its Subsidiaries for the year then ended fairly present, in all material respects, the consolidated financial position of Kraft Foods Group and its Subsidiaries as at such date and the consolidated results of the operations of Kraft Foods Group and its Subsidiaries for the year ended on such date, all in accordance with accounting principles generally accepted in the United States. Except as disclosed in the Form S-4 as in effect prior the Closing Date or as disclosed in Kraft Foods Group's

Annual Report on Form 10-K for the year ended December 28, 2014, or in any Current Report on Form 8-K or Quarterly Report on Form 10-Q filed subsequent to December 28, 2014, but prior to the Closing Date, since December 28, 2014, there has been no material adverse change in the financial condition or operations of Kraft Heinz, Kraft Foods Group and their respective Subsidiaries, taken as a whole and on a pro forma basis after giving effect to the Merger Transactions.

(f) There is no pending or, to the knowledge of Kraft Heinz, threatened in writing, action or proceeding affecting Kraft Heinz or any of its Subsidiaries before any court, governmental agency or arbitrator (a "Proceeding") (i) that purports to affect the legality, validity or enforceability of this Agreement or (ii) except for Proceedings disclosed in the Form S-4 as in effect prior to the Closing Date or in Kraft Foods Group's Annual Report on Form 10-K for the year ended December 28, 2014, or in any Current Report on Form 8-K or Quarterly Report on Form 10-Q filed subsequent to December 28, 2014, but prior to the Closing Date, or, with respect to Proceedings commenced after the date of the most recent such document but prior to the Closing Date, a certificate delivered to the Lenders on or prior to the Closing Date, that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(g) Kraft Heinz owns directly or indirectly 100% of the capital stock of the Parent Borrower. The Parent Borrower owns directly or indirectly 100% of the capital stock of each other Borrower.

(h) None of the proceeds of any Advance or any Letter of Credit will be used, directly or indirectly, for any purpose that would result in a violation of Regulation U.

(i) Kraft Heinz has implemented and maintains in effect policies and procedures reasonably designed to ensure compliance by Kraft Heinz and each of its Subsidiaries and their respective directors, officers, employees and agents (acting in their capacity as such) with the FCPA and other applicable Anti-Corruption Laws and applicable Sanctions. None of (i) Kraft Heinz or any of its Subsidiaries or (ii) to the knowledge of Kraft Heinz or the Parent Borrower, any director, officer, employee or agent of Kraft Heinz or its Subsidiaries, is a Sanctioned Person.

ARTICLE V

Covenants

SECTION 5.01 Affirmative Covenants. Commencing on the Closing Date and for long as any Advance, interest or fees hereunder shall remain unpaid, any Letter of Credit (other than, after the Cash Collateralization Date, any Post-Maturity Letter of Credit) shall remain outstanding or any Letter of Credit Disbursement unreimbursed or any Lender shall have any Commitment hereunder, each of Kraft Heinz and the Parent Borrower will:

(a) Compliance with Laws, Etc. Comply, and cause each Major Subsidiary to comply, in all material respects, with all applicable laws, rules, regulations and orders (such compliance to include, without limitation, complying with ERISA and paying before the same become delinquent all taxes, assessments and governmental charges imposed upon it or upon its property except to the extent contested in good faith), noncompliance with which would have a Material Adverse Effect.

(b) Maintenance of Total Shareholders' Equity. Maintain Total Shareholders' Equity of not less than the Minimum Shareholders' Equity.

(c) Reporting Requirements. Furnish to the Lenders:

(i) as soon as available and in any event within 5 days after the due date for Kraft Heinz to have filed its Quarterly Report on Form 10-Q with the Commission for the first three quarters of each fiscal year, an unaudited interim condensed consolidated balance sheet of Kraft Heinz and its Subsidiaries as of the end of such quarter 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, certified by the chief financial officer of Kraft Heinz;

(ii) as soon as available and in any event within 15 days after the due date for Kraft Heinz to have filed its Annual Report on Form 10-K with the Commission for each fiscal year, a copy of the consolidated financial statements for such year for Kraft Heinz and its Subsidiaries, audited by PricewaterhouseCoopers LLP (or other independent auditors which, as of the date of this Agreement, are one of the "big four" accounting firms);

(iii) all reports which Kraft Heinz sends to any of its shareholders, and copies of all reports on Form 8-K (or any successor forms adopted by the Commission) which Kraft Heinz files with the Commission;

(iv) as soon as possible and in any event within five days after obtaining actual knowledge thereof, notice of the occurrence of each Event of Default and each event which, with the giving of notice or lapse of time, or both, would constitute an Event of Default, continuing on the date of such statement, a statement of the chief financial officer or treasurer of Kraft Heinz setting forth details of such Event of Default or event and the action which Kraft Heinz has taken and proposes to take with respect thereto; and

(v) such other information respecting the condition or operations, financial or otherwise, of Kraft Heinz, the Parent Borrower or any Major Subsidiary as any Lender through the Administrative Agent may from time to time reasonably request.

In lieu of furnishing the Lenders the items referred to in clauses (i), (ii) and (iii) above, Kraft Heinz or the Parent Borrower may make such items available on the Internet at www.sec.gov or another website identified by Kraft Heinz or the Parent Borrower to the Administrative Agent (which website includes an option to subscribe to a free service alerting subscribers by e-mail of new Commission filings) or any successor or replacement website thereof, or by similar electronic means.

(d) Ranking. Cause each Advance made to the Parent Borrower and each Guaranty by the Parent Borrower of an Advance made to another Borrower hereunder at all times to constitute senior Debt of the Parent Borrower ranking equally in right of payment with all existing and future senior Debt of the Parent Borrower and senior in right of payment to all existing and future subordinated Debt of the Parent Borrower, and cause the guaranty made by Kraft Heinz under the Holdco Guaranty Agreement at all times to constitute senior Debt of Kraft Heinz ranking equally in right of payment with all existing and future senior Debt of Kraft Heinz and senior in right of payment to all existing and future subordinated Debt of Kraft Heinz.

(e) Anti-Corruption Laws and Sanctions. Maintain in effect policies and procedures reasonably designed to ensure that no Borrowing will be made, and no proceeds of any Borrowing or Letter of Credit will be used (and will not permit proceeds of any Borrowing or Letter of Credit to be used) (i) for the purpose of funding payments to any officer or employee of a Governmental Authority or of a Person controlled by a Governmental Authority, to any Person acting in an official capacity for or on behalf of any Governmental Authority or Person controlled by a Governmental Authority, or to any political party, official of a political party, or candidate for political office, in each case in violation of the FCPA, (ii) for the purpose of funding payments in violation of other applicable Anti-Corruption Laws, (iii) for the purpose of financing the activities of any Sanctioned Person in violation of applicable Anti-Corruption Laws or Sanctions or (iv) in any manner that would result in the violation of applicable Sanctions by any party hereto.

SECTION 5.02 Negative Covenants. Commencing on the Closing Date and for so long as any Advance, interest or fees hereunder shall remain unpaid, any Letter of Credit (other than, after the Cash Collateralization Date, any Post-Maturity Letter of Credit) shall remain outstanding or any Letter of Credit Disbursement unreimbursed or any Lender shall have any Commitment hereunder, neither Kraft Heinz nor the Parent Borrower will:

(a) Liens, Etc. Create or permit any Major Subsidiary to create any lien, security interest, conditional sale or other title retention agreement or other charge or encumbrance (other than operating leases and licensed intellectual property) ("Liens"), upon or with respect to any of its properties, whether now owned or hereafter acquired to secure or provide for the payment of any Debt of any Person, other than:

(i) Liens upon or in property acquired or held by Kraft Heinz, the Parent Borrower or any Major Subsidiary in the ordinary course of business to secure the purchase price of such property or to secure Debt incurred solely for the purpose of financing the acquisition of such property;

(ii) Liens existing on property at the time of its acquisition (other than any such Lien created in contemplation of such acquisition);

(iii) Liens existing on the date hereof securing Debt;

(iv) Liens on property financed through the issuance of industrial revenue bonds in favor of the holders of such bonds or any agent or trustee therefor;

(v) Liens existing on property of any Person acquired by Kraft Heinz, the Parent Borrower or any Major Subsidiary after the date hereof (other than any such Lien created in contemplation of such acquisition);

(vi) Liens securing Debt in an aggregate amount not in excess of the greater of (A) 10% of Consolidated Tangible Assets and (B) 10% of Consolidated Capitalization;

(vii) Liens upon or with respect to Margin Stock;

(viii) Liens in favor of Kraft Heinz, the Parent Borrower or any Major Subsidiary;

(ix) precautionary Liens provided by Kraft Heinz, the Parent Borrower or any Major Subsidiary in connection with the sale, assignment, transfer or other disposition of assets by Kraft Heinz, the Parent Borrower or such Major Subsidiary which transaction is determined by the Board of Directors of Kraft Heinz, the Parent Borrower or such Major Subsidiary to constitute a "sale" under accounting principles generally accepted in the United States;

(x) Liens secured in the favor of a U.S. federal, state or municipal governmental entity entered into for the purposes of reducing certain tax liabilities of Kraft Heinz or its Subsidiaries, provided that Kraft Heinz or such Subsidiary may upon not more than 120 days' notice obtain title from such governmental entity to such property free and clear of any Liens (other than Liens permitted by this Section 5.02(a)) by paying a nominal fee or the amount of any taxes (or any portion thereof) that would have otherwise been due and payable had such transaction not been terminated, by canceling issued bonds, if any, or otherwise terminating or unwinding such transaction;

(xi) Liens for taxes, fees, assessments or other governmental charges, levies or claims not yet due or which are not delinquent beyond any period of grace or remain payable without penalty or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(xii) carriers', warehousemen's, mechanics', materialmen's, repairmen's, landlord's, supplier's or other like Liens arising in the ordinary course of business;

(xiii) pledges, deposits or other Liens in the ordinary course of business in connection with workers' compensation, payroll taxes, unemployment insurance and other social security legislation;

(xiv) deposits to secure the performance of bids, trade contracts, governmental contracts and leases (other than Debt), statutory or regulatory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including those to secure health, safety and environmental obligations) incurred in the ordinary course of business;

(xv) easements, rights-of-way, restrictions, covenants, conditions, encroachments, protrusions and other similar encumbrances and minor title defects affecting real property which do not in any case materially interfere with the ordinary conduct of the business of the applicable Person;

(xvi) Liens securing judgments for the payment of money not constituting an Event of Default under Section 6.01(f);

(xvii) Liens (A) of a collection bank (including those arising under Section 4-210 of the Uniform Commercial Code) on the items in the course of collection and (B) in favor of a banking or other financial institution arising as a matter of law encumbering deposits or other funds maintained with a financial institution (including the right of set off) and which are within the general parameters customary in the banking industry;

(xviii) Liens arising under repurchase agreements, reverse repurchase agreements, securities lending and borrowing agreements and similar transactions;

(xix) Liens arising from leases, licenses, subleases or sublicenses granted to others in the ordinary course of business which (A) would not reasonably be expected to materially adversely affect the financial position or results of operations of Kraft Heinz and its Subsidiaries taken as a whole and (B) do not secure any Debt;

(xx) Liens solely on deposits, advances, contractual payments, including implementation allowances or escrows to or with landlords, customers or clients or in connection with insurance arrangement in the ordinary course of business;

(xxi) pledges, deposits and other Liens in the ordinary course of business securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance;

(xxii) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;

(xxiii) any interest or title of a lessor or sublessor under leases or subleases entered into by Kraft Heinz, the Parent Borrower or any Major Subsidiary in the ordinary course of business (other than pursuant to any sale and leaseback transaction);

(xxiv) Liens arising out of conditional sale, title retention, consignment or similar arrangements for sale of goods entered into by Kraft Heinz, the Parent Borrower or any Major Subsidiary in the ordinary course of business;

(xxv) Liens that are contractual rights of set-off (i) relating to the establishment of depository relations with banks or other financial institutions not given in connection with the incurrence of Debt, (ii) relating to pooled deposit or sweep accounts of Kraft Heinz, the Parent Borrower or any Major Subsidiary to permit satisfaction of overdraft or similar obligations incurred in the ordinary course of business of Kraft Heinz, the Parent Borrower or such Major Subsidiary or (iii) relating to purchase orders and other agreements entered into with customers of Kraft Heinz, the Parent Borrower or any Major Subsidiary in the ordinary course of business;

(xxvi) Liens arising from precautionary Uniform Commercial Code financing statement filings;

(xxvii) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(xxviii) any zoning or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property that does not materially interfere with the ordinary conduct of the business of Kraft Heinz, the Parent Borrower or any Major Subsidiary;

(xxix) Liens on specific items of inventory or other goods and the proceeds thereof securing such Person's obligations in respect of documentary letters of credit issued for the account of such Person to facilitate the purchase, shipment or storage of such inventory or goods; and

(xxx) any extension, renewal or replacement of the foregoing, provided that (A) such Lien does not extend to any additional assets (other than a substitution of like assets) and (B) the amount of Debt secured by any such Lien is not increased (and, in the case of any extension, renewal or replacement of a Lien permitted under Section 5.02(a)(vi), the amount of such Debt shall be included in the calculation of the aggregate amount of Debt for purposes of such Section).

(b) Mergers, Etc. Consolidate with or merge into, or convey or transfer, or permit one or more of its Subsidiaries to convey or transfer, (i) the properties and assets of Kraft Heinz and its Subsidiaries substantially as an entirety to, or (ii) the properties and assets of the Parent Borrower and its Subsidiaries substantially as an entirety to, any Person unless, immediately before and after giving effect thereto, no Default or Event of Default would exist and, in the case of any merger or consolidation to which Kraft Heinz or the Parent Borrower is a party, the surviving corporation is organized and existing

under the laws of the United States of America or any State thereof or the District of Columbia and assumes all of the obligations of Kraft Heinz or the Parent Borrower, as the case may be, under this Agreement (including without limitation the covenants set forth in Article V) and, in the case of any merger or consolidation to which Kraft Heinz is a party, assumes all of Kraft Heinz's obligations under the Holdco Guaranty Agreement, in each case by the execution and delivery of an instrument or instruments in form and substance reasonably satisfactory to the Required Lenders.

ARTICLE VI

Events of Default

SECTION 6.01 Events of Default. Each of the following events (each an "Event of Default") shall constitute an Event of Default:

(a) Any Borrower shall fail to pay any principal of any Advance or any reimbursement for Letter of Credit Disbursements when the same becomes due and payable; or any Borrower shall fail to pay interest on any Advance, or the Parent Borrower shall fail to pay any fees payable under Section 2.09, within ten days after the same becomes due and payable (or after notice from the Administrative Agent in the case of fees referred to in Section 2.09(b));

(b) Any representation or warranty made or deemed to have been made by Kraft Heinz or any Borrower herein or under any Designation Agreement or the Holdco Guaranty Agreement or by Kraft Heinz or any Borrower (or any of their respective officers) in connection with this Agreement, any Designation Agreement or the Holdco Guaranty Agreement shall prove to have been incorrect in any material respect when made or deemed to have been made;

(c) Kraft Heinz or any Borrower shall fail to perform or observe (i) any term, covenant or agreement contained in Section 5.01(b), 5.01(c)(iv) (provided that the subsequent delivery of the notice required by such Section 5.01(c)(iv) shall automatically cure any Event of Default resulting from the failure to have previously delivered such notice) or 5.02(b) hereof, (ii) any term, covenant or agreement contained in Section 5.02(a) hereof, if such failure shall remain unremedied for 15 days after written notice thereof shall have been given to the Parent Borrower by the Administrative Agent or any Lender or (iii) any other term, covenant or agreement contained in this Agreement or the Holdco Guaranty Agreement on its part to be performed or observed if such failure shall remain unremedied for 30 days after written notice thereof shall have been given to the Parent Borrower by the Administrative Agent or any Lender;

(d) Kraft Heinz, any Borrower or any Major Subsidiary shall fail to pay any principal of or premium or interest on any Debt which is outstanding in a principal amount of at least US$300,000,000 in the aggregate (but excluding Debt arising under this Agreement) of Kraft Heinz, such Borrower or such Major Subsidiary (as the case may be), when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue

after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt unless adequate provision for any such payment has been made in form and substance satisfactory to the Required Lenders; or any Debt of Kraft Heinz, any Borrower or any Major Subsidiary which is outstanding in a principal amount of at least US$300,000,000 in the aggregate (but excluding Debt arising under this Agreement) shall be declared to be due and payable, or required to be prepaid (other than by a scheduled required prepayment), redeemed, purchased or defeased, or an offer to prepay, redeem, purchase or defease such Debt shall be required to be made, in each case prior to the stated maturity thereof as a result of a breach by Kraft Heinz, such Borrower or such Major Subsidiary (as the case may be) of the agreement or instrument relating to such Debt unless adequate provision for the payment of such Debt has been made in form and substance satisfactory to the Required Lenders;

(e) Kraft Heinz, any Borrower or any Major Subsidiary shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against Kraft Heinz, any Borrower or any Major Subsidiary seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property, and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of 60 days or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against it or the appointment of a receiver, trustee, custodian or other similar official for it or for any of its property constituting a substantial part of the property of Kraft Heinz and its Subsidiaries taken as a whole) shall occur; or Kraft Heinz, any Borrower or any Major Subsidiary shall take any corporate action to authorize any of the actions set forth above in this subsection (e);

(f) Any judgment or order for the payment of money in excess of US$300,000,000 shall be rendered against Kraft Heinz, any Borrower or any Major Subsidiary and there shall be any period of 60 consecutive days during which a stay of enforcement of such unsatisfied judgment or order, by reason of a pending appeal or otherwise, shall not be in effect;

(g) Kraft Heinz, any Borrower or any ERISA Affiliate shall incur, or shall be reasonably likely to incur, liability as a result of one or more of the following: (i) the occurrence of any ERISA Event; (ii) the partial or complete withdrawal of Kraft Heinz, any Borrower or any ERISA Affiliate from a Multiemployer Plan; or (iii) the termination of a Multiemployer Plan that would, in the case of clauses (i), (ii) and (iii), individually or in the aggregate, materially adversely affect the financial condition or operations of Kraft Heinz and its Subsidiaries taken as a whole; provided, however, that no Default or Event of Default under this Section 6.01(g) shall be deemed to have occurred if Kraft Heinz, such Borrower or any ERISA Affiliate shall have made arrangements satisfactory to the PBGC or the Required Lenders to discharge or otherwise satisfy such liability (including the posting of a bond or other security);

(h) The guaranty provided by Kraft Heinz under the Holdco Guaranty Agreement shall for any reason cease (other than in accordance with the provisions of the Holdco Guaranty Agreement) to be valid and binding on Kraft Heinz, or Kraft Heinz shall so state in writing, or so long as any Subsidiary of the Parent Borrower is a Designated Subsidiary, the Guaranty provided by the Parent Borrower under Article VIII hereof in respect of such Designated Subsidiary shall for any reason cease (other than in accordance with the provisions of Article VIII) to be valid and binding on the Parent Borrower, or the Parent Borrower shall so state in writing; or

(i) the Parent Borrower shall cease to be a wholly owned Subsidiary of Kraft Heinz, or any other Borrower shall cease to be a wholly owned Subsidiary of the Parent Borrower.

SECTION 6.02 Lenders' Rights upon Event of Default. If an Event of Default occurs and is continuing, then the Administrative Agent shall at the request, or may with the consent, of the Required Lenders, by notice to the Parent Borrower:

(a) declare the obligation of each Lender to make further Advances to be terminated, whereupon the same shall forthwith terminate,

(b) declare all the Advances then outstanding, all interest thereon and all other amounts payable under this Agreement to be forthwith due and payable, whereupon the Advances then outstanding, all such interest and all such amounts shall become and be forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrowers; provided, however, that in the event of an actual or deemed entry of an order for relief with respect to Kraft Heinz or any Borrower under the Federal Bankruptcy Code or any equivalent bankruptcy or insolvency laws of any state or foreign jurisdiction, (i) the obligation of each Lender to make Advances shall automatically be terminated and (ii) the Advances then outstanding, all such interest and all such amounts shall automatically become and be due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by Kraft Heinz and the Borrowers, and

(c) exercise their rights and remedies under Section 2.21(h)(i),

ARTICLE VII

The Administrative Agent

SECTION 7.01 Authorization and Action. Each Lender hereby appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under this Agreement and the Holdco Guaranty Agreement as are delegated to the Administrative Agent by the terms hereof and thereof, together with such powers and discretion as are reasonably incidental thereto. As to any matters not expressly provided for by this Agreement (including, without limitation, enforcement or collection of the

Notes), the Administrative Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith to be necessary, under the circumstances as provided herein), and such instructions shall be binding upon all Lenders and all holders of Notes; provided, however, that the Administrative Agent shall not be required to take any action that exposes the Administrative Agent to personal liability or that is contrary to this Agreement, the Holdco Guaranty Agreement or applicable law. The Administrative Agent agrees to give to each Lender prompt notice of each notice given to it by any Borrower as required by the terms of this Agreement or at the request such Borrower, and any notice provided pursuant to Section 5.01(c)(iv), but otherwise no Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to Kraft Heinz or its Subsidiaries or Affiliates that is communicated to or obtained by the Person serving as an Agent or any of its Affiliates in any capacity. Notwithstanding any provision to the contrary contained elsewhere herein, no Agent shall have any duties or responsibilities, except those expressly set forth herein, nor shall any Agent have or be deemed to have any fiduciary relationship with any Lender, Issuing Bank or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against any Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein with reference to any Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

SECTION 7.02 Administrative Agent's Reliance, Etc. Neither the Administrative Agent nor any of its affiliates or its or their directors, officers, agents or employees shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Agreement, the Holdco Guaranty Agreement or the Notes, except for its or their own gross negligence or willful misconduct, as determined by a court of competent jurisdiction in a final and non-appealable judgment. Without limitation of the generality of the foregoing, the Administrative Agent:

(a) may treat the Lender that made any Advance as the holder of the Debt resulting therefrom until the Administrative Agent receives and accepts an Assignment and Acceptance entered into by such Lender, as assignor, and an Eligible Assignee, as assignee, as provided in Section 9.07;

(b) may consult with legal counsel (including counsel for Kraft Heinz or any Borrower), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts;

(c) makes no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement or the Holdco Guaranty Agreement by Kraft Heinz or any Borrower;

(d) shall not have any duty to ascertain or to inquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or the Holdco Guaranty Agreement on the part of Kraft Heinz or any Borrower or to inspect the property (including the books and records) of Kraft Heinz or any Borrower;

(e) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, the Holdco Guaranty Agreement, the Notes or any other instrument or document furnished pursuant hereto or thereto; and

(f) shall incur no liability under or in respect of this Agreement, the Holdco Guaranty Agreement or the Notes by acting upon any notice, consent, certificate or other instrument or writing (which may be by facsimile, registered mail or, for the purposes of Section 2.02(a) or 2.07(b), email) believed by it to be genuine and signed or sent by the proper party or parties.

(g) shall not be responsible for or have any duty to ascertain or inquire into whether any Affiliated Lender intends to acquire or has acquired any Loan or as to whether any Lender is at any time an Affiliated Lender and that, unless the Administrative Agent shall have received, pursuant to the covenants of such Lender set forth in the Assignment and Acceptance pursuant to which such Lender shall have acquired any Term Loan hereunder, prior written notice from any Lender that such Lender is an Affiliated Lender, the Administrative Agent may deal with such Lender (including for purposes of determining the consent, approval, vote or other similar action of the Lenders or the Lenders of any Class), and shall not incur any liability for so doing, as if such Lender were not an Affiliated Lender.

SECTION 7.03 The Administrative Agent and Affiliates. With respect to its Commitment and the Advances made by it and any Letter of Credit issued by it, the Administrative Agent shall have the same rights and powers under this Agreement and the Holdco Guaranty Agreement as any other Lender or Issuing Bank and may exercise the same as though it were not the Administrative Agent; and the term "Lender", "Lenders", "Issuing Bank" and "Issuing Banks" shall, unless otherwise expressly indicated, include the Administrative Agent in its individual capacity. The Administrative Agent and its affiliates may accept deposits from, lend money to, act as trustee under indentures of, accept investment banking engagements from and generally engage in any kind of business with Kraft Heinz, the Parent Borrower or any other Borrower, any of their respective Subsidiaries and any Person who may do business with or own securities of Kraft Heinz, the Parent Borrower, any other Borrower or any such Subsidiary, all as if the Administrative Agent were not the Administrative Agent and without any duty to account therefor to the Lenders or the Issuing Banks.

SECTION 7.04 Lender Credit Decision. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, any Syndication Agent, any Joint Lead Arranger or any other Lender and based on the financial statements referred to in Section 4.01 and such other documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, any Syndication Agent, any Joint Lead Arranger or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement or the Holdco Guaranty Agreement.

SECTION 7.05 Indemnification. The Lenders agree to indemnify the Administrative Agent and the Revolving Lenders agree to indemnify each Issuing Bank (in each case, to the extent not reimbursed by the Borrowers), ratably according to (a) in the case of any indemnity of the Administrative Agent, the respective amounts of the Revolving Credit Exposures, Term Loans and unused Commitments held by each Lender (or most recently outstanding and in effect) and (b) in the case of any indemnity of any Issuing Bank, the respective amounts of the Revolving Credit Exposures and unused Revolving Commitments held by each Revolving Lender (or most recently outstanding and in effect), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be imposed on, incurred by, or asserted against the Administrative Agent or such Issuing Bank, as the case may be, in any way relating to or arising out of this Agreement, the Holdco Guaranty Agreement or the Notes or any action taken or omitted by the Administrative Agent or such Issuing Bank under this Agreement, the Holdco Guaranty Agreement or the Notes, in each case, to the extent relating to the Administrative Agent or such Issuing Bank, as applicable, in its capacity as such (including, in the case of any Issuing Bank, any refusal by such Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit) (collectively, the "Indemnified Costs"), provided that no Lender shall be liable for any portion of the Indemnified Costs resulting from the Administrative Agent's or such Issuing Bank's gross negligence, bad faith or willful misconduct, as determined by a court of competent jurisdiction in a final and non-appealable judgment. Without limitation of the foregoing, each Lender agrees to reimburse the Administrative Agent and each Revolving Lender agrees to reimburse each Issuing Bank promptly upon demand for its ratable share (determined as set forth in the first sentence of this Section) of any out-of-pocket expenses (including counsel fees) incurred by the Administrative Agent or such Issuing Bank, as the case may be, in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, the Holdco Guaranty Agreement or the Notes to the extent that the Administrative Agent or such Issuing Bank, as applicable, is not reimbursed for such expenses by the Parent Borrower or the other Borrowers. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Costs, this Section 7.05 applies whether any such investigation, litigation or proceeding is brought by the Administrative Agent, any Issuing Bank, any Lender or a third party.

SECTION 7.06 Successor Administrative Agent. The Administrative Agent may resign at any time by giving written notice thereof to the Lenders and the Parent Borrower and, if the Administrative Agent shall have become a Defaulting Lender, may be removed at any time by the Required Lenders. Upon the resignation or removal of the Administrative Agent, the Required Lenders shall have the right to appoint a successor Administrative Agent (with the consent of the Parent Borrower so long as no Event of Default shall have occurred and be continuing). If no successor Administrative Agent shall have been so appointed by the Required Lenders, and shall have accepted such appointment, within 30 days after the retiring

Administrative Agent's giving of notice of resignation or the Required Lenders' removal of the retiring Administrative Agent, then the retiring Administrative Agent may (with the consent of the Parent Borrower so long as no Event of Default shall have occurred and be continuing), on behalf of the Lenders, appoint a successor Administrative Agent, which shall be (a) a Lender and (b) a commercial bank organized under the laws of the United States of America or of any State thereof and having a combined capital and surplus of at least US$500,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, discretion, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations under this Agreement; provided that should the Administrative Agent for any reason not appoint a successor Administrative Agent, which it is under no obligation to do, then the rights, powers, discretion, privileges and duties referred to in this Section 7.06 shall be vested in the Required Lenders until a successor Administrative Agent has been appointed. After any retiring Administrative Agent's resignation or removal hereunder as Administrative Agent, the provisions of this Article VII and Section 9.04 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement. The resignation or removal of the Administrative Agent in accordance with this Section 7.06 shall also constitute the resignation or removal, as applicable, of the London Agent.

SECTION 7.07 Syndication Agents and Joint Lead Arrangers. None of the Persons that have been designated as the Syndication Agents or the Joint Lead Arrangers shall have any duties or obligations as a result of such designation or such titles hereunder, other than any obligations in their individual capacity as a Lender.

SECTION 7.08 Withholding Tax. To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender (which term, as used in this Section 7.08, includes each Issuing Bank) an amount equivalent to any applicable withholding tax. Without limiting or expanding the provisions of Section 2.15(a) or 2.15(c), each Lender shall, and does hereby, indemnify the Administrative Agent against, and shall make payable in respect thereof within 30 days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by the Internal Revenue Service or any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold tax from amounts paid to or for the account of such Lender for any reason (including, without limitation, because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of withholding tax ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. The agreements in this Section 7.08 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of this Agreement, the Holdco Guaranty Agreement and any Notes and the repayment, satisfaction or discharge of all other Obligations.

SECTION 7.09 Sub-Agents. The Administrative Agent may perform any of and all its duties and exercise its rights and powers hereunder, the Holdco Guaranty or any related agreement or instrument by or through any one or more sub-agents appointed by the Administrative Agent, and the Administrative Agent and any such sub-agent may perform any of and all their duties and exercise their rights and powers through their respective affiliates or branches. The exculpatory, indemnity and reimbursement provisions of this Article VII and Section 9.04 shall apply to any such sub-agent and affiliate, and their respective directors, officers, employees and agents.

SECTION 7.10 Administrative Agent Satisfaction Right. If any Lender shall fail to make any payment required to be made by it hereunder to or for the account of the Administrative Agent or any Issuing Bank, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), (a) apply any amounts thereafter received by the Administrative Agent for the account of such Lender hereunder to satisfy such Lender's obligations in respect of such payment until all such unsatisfied obligations have been discharged or (b) hold any such amounts in a segregated account as cash collateral for, and application to, any future funding obligations of such Lender pursuant to Section 2.02(d), 2.14(d), 2.21, 7.05 or 7.08, in each case in such order as shall be determined by the Administrative Agent in its discretion.

SECTION 7.11 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under the Federal Bankruptcy Code or any other judicial proceeding relating to Kraft Heinz or any Borrower, the Administrative Agent (irrespective of whether the principal of any Advance or Obligation under any Letter of Credit shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on any Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Advances, Obligations under Letters of Credit and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Issuing Banks and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the Issuing Banks and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the Issuing Banks and the Administrative Agent under Sections 2.09 and 9.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and Issuing Bank to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the Issuing Banks, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 9.04.

ARTICLE VIII

Guaranty

SECTION 8.01 Guaranty. The Parent Borrower hereby unconditionally and irrevocably guarantees (the undertaking of the Parent Borrower contained in this Article VIII being the "Guaranty") the punctual payment when due, whether at stated maturity, by acceleration or otherwise, of all obligations of each Designated Subsidiary now or hereafter existing under this Agreement, whether for principal, interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), fees, expenses or otherwise and including each payment required to be made by any Designated Subsidiary in respect of any Letter of Credit (such obligations collectively being the "Designated Subsidiary Obligations"). This Guaranty is a guaranty of payment and not of collection.

SECTION 8.02 Guaranty Absolute. The Parent Borrower guarantees that the Designated Subsidiary Obligations will be paid strictly in accordance with the terms of this Agreement, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Administrative Agent, the Lenders or the Issuing Banks with respect thereto. The liability of the Parent Borrower under the Guaranty shall be absolute and unconditional, irrespective of:

(a) any lack of validity, enforceability or genuineness of any provision of this Agreement or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Designated Subsidiary Obligations, or any other amendment or waiver of or any consent to departure from this Agreement;

(c) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Designated Subsidiary Obligations;

(d) any law or regulation of any jurisdiction or any other event affecting any term of a Designated Subsidiary Obligation; or

(e) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Parent Borrower or any other Borrower.

The Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Designated Subsidiary Obligations is rescinded or must otherwise be returned by the Administrative Agent, any Lender or any Issuing Bank upon the insolvency, bankruptcy or reorganization of a Designated Subsidiary or otherwise, all as though such payment had not been made.

SECTION 8.03 Waivers.

(a) The Parent Borrower hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Designated Subsidiary Obligations and this Guaranty and any requirement that the Administrative Agent, any Lender or any Issuing Bank protect, secure, perfect or insure any security interest or lien or any property subject thereto or exhaust any right or take any action against a Designated Subsidiary or any other Person or any collateral.

(b) The Parent Borrower hereby irrevocably waives any claims or other rights that it may now or hereafter acquire against any Designated Subsidiary that arise from the existence, payment, performance or enforcement of the obligations of the Parent Borrower under the Guaranty or this Agreement, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of the Administrative Agent, any Lender or any Issuing Bank against such Designated Subsidiary or any collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from such Designated Subsidiary, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right. If any amount shall be paid to the Parent Borrower in violation of the preceding sentence at any time prior to the later of the cash payment in full of the Designated Subsidiary Obligations and all other amounts payable under the Guaranty and the Revolving Maturity Date, such amount shall be held in trust for the benefit of the Administrative Agent, the Lenders and the Issuing Banks and shall forthwith be paid to the Administrative Agent to be credited and applied to the Designated Subsidiary Obligations and all other amounts payable under the Guaranty, whether matured or unmatured, in accordance with the terms of this Agreement and the Guaranty, or to be held as collateral for any Designated Subsidiary Obligations or other amounts payable under the Guaranty thereafter arising. The Parent Borrower acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by this Agreement and the Guaranty and that the waiver set forth in this Section 8.03(b) is knowingly made in contemplation of such benefits.

SECTION 8.04 Continuing Guaranty. The Guaranty is a continuing guaranty and shall (i) remain in full force and effect until payment in full of the Designated Subsidiary Obligations (including any and all Designated Subsidiary Obligations which remain outstanding after the Revolving Maturity Date) and all other amounts payable under the Guaranty, (ii) be binding upon each of the Parent Borrower and its successors and assigns, and (iii) inure to the benefit of and be enforceable by the Lenders, the Administrative Agent, the Issuing Banks and their respective successors, transferees and assigns.

ARTICLE IX

Miscellaneous

SECTION 9.01 Amendments, Etc; Limitations on Affiliated Lenders.

(a) No amendment or waiver of any provision of this Agreement or the Holdco Guaranty Agreement, nor consent to any departure by any Borrower or Kraft Heinz therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders, Kraft Heinz and the Parent Borrower (or, in the case of the Holdco Guaranty Agreement, signed by Kraft Heinz and the Administrative Agent with the consent of the Required Lenders), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall, unless in writing and signed by all the Lenders (including Defaulting Lenders) affected thereby, Kraft Heinz and the Parent Borrower, do any of the following: (a) waive any of the conditions specified in Section 3.01 or, without the written consent of a Majority in Interest of the Revolving Lenders, waive any of the conditions specified in Section 3.02 or 3.03 (it being understood and agreed that any waiver or amendment of a representation, warranty, covenant, Default or Event of Default shall not constitute a waiver of any condition specified in Section 3.01, 3.02 or 3.03 unless the amendment or waiver so provides), (b) increase the Commitments of the Lenders or subject the Lenders to any additional obligations, (c) reduce the principal of, or the amount or rate of interest on, the Pro Rata Advances or the Term Loans, any Letter of Credit Disbursement or any fees or other amounts payable hereunder, (d) postpone any date fixed for any payment of principal of, or interest on, the Pro Rata Advances or the Term Loans or the required date of reimbursement of any Letter of Credit Disbursement, or any fees or other amounts payable hereunder, or postpone the scheduled date of expiration of any Commitment (including any extension of the date by which the Closing Date must occur), (e) change the percentage of the Commitments (or Commitments of any Class) or of the aggregate unpaid principal amount of the Pro Rata Advances or Term Loans, or the number of Lenders (or Lenders of any Class), that shall be required for the Lenders or any of them to take any action hereunder (it being understood that, solely with the consent of the parties prescribed by Section 2.18 to be parties to an Increase Amendment, Incremental Term Loans may be included in the determination of Required Lenders based on the amounts thereof outstanding), (f) release Kraft Heinz from any of its obligations under the Holdco Guaranty Agreement or release the Parent Borrower from any of its obligations under Article VIII, (g) change Section 2.16 in a manner that would alter the pro rata sharing of payments required thereby (other than to extend the Revolving Maturity Date applicable to the Advances and Revolving Commitments of consenting Revolving Lenders and to compensate such Lenders for consenting to such extension; provided that (i) no amendment permitted by this parenthetical shall reduce the amount of or defer any payment of principal, interest or fees to non-extending Lenders or otherwise adversely affect the rights of non-extending Lenders under this Agreement and (ii) the opportunity to agree to such extension and receive such compensation shall be offered on equal terms to all the Revolving Lenders), (h) add any additional currencies in which any Advance must be made available by the Lenders, (i) change any provision of this Agreement or the Holdco Guaranty Agreement in a manner that by its terms adversely affects the rights in respect of payments of Lenders of any Class differently from Lenders of any other Class, without the written consent of Lenders representing a Majority in Interest of each adversely affected Class or (j) amend this Section 9.01; provided further that no waiver of the conditions specified in Section 3.04 in connection with any Competitive Bid Borrowing shall be effective unless consented to by all Lenders making Competitive Bid Advances as part of such Competitive Bid Borrowing; and provided further that (A) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required above to take

such action, affect the rights or duties of the Administrative Agent under this Agreement, (B) no amendment, waiver or consent shall, unless in writing and signed by the applicable Issuing Bank in addition to the Lenders required above to take such action, affect the rights or duties of such Issuing Bank under this Agreement, (C) any amendment, waiver or consent in respect of this Agreement that by its terms affects the rights or duties under this Agreement of the Lenders of one or more Classes (but not the Lenders of any other Classes) may be effected by an agreement or agreements in writing entered into by Kraft Heinz, the Parent Borrower and the requisite percentage in interest of Lenders under each affected Class of Lenders that would be required to consent thereto under this Section if such Class of Lenders were the only Class of Lenders hereunder at the time, (D) this Agreement may be amended with the written consent of the Administrative Agent, Kraft Heinz and the Parent Borrower as set forth in Section 2.10(b)(ix) or 2.18(a) and (E) this Agreement and the Holdco Note Guaranty may be amended with the written consent of the Administrative Agent, Kraft Heinz and the Parent Borrower to reflect any changes in the names of Kraft Heinz or the Parent Borrower as a result of the Merger Transactions and any related transactions.

(b) Notwithstanding anything to the contrary set forth in this Agreement, no Lender that is an Affiliated Lender shall have any right to (and no Affiliated Lender shall) (i) consent to any amendment, waiver or consent with respect to any of the terms and conditions of this Agreement or the Holdco Guaranty Agreement, (ii) require any Agent or any Lender to take any action (or refrain from taking any action) with respect to this Agreement or the Holdco Guaranty Agreement, (iii) otherwise vote on any matter relating to this Agreement or the Holdco Guaranty Agreement, (iv) attend (or receive notice of) any meeting (whether in person, by telephone or other means) with any Agent or any Lender, except any portion thereof attended (at the invitation of the Administrative Agent) by representatives of Kraft Heinz or the Parent Borrower, or receive any information or material (in whatever form) prepared by or on behalf of, or otherwise provided by, any Agent or any Lender, other than any such information or material that has been made available by the Administrative Agent to Kraft Heinz or the Parent Borrower and any notices of borrowings, prepayments and other administrative matters in respect of its Term Loans required to be provided to it pursuant to Article II, or (v) make or bring any claim, in its capacity as a Lender, against any Agent or any Lender with respect to the fiduciary duties of any Agent or any Lender or any other duties and obligations of such Persons under this Agreement, the Holdco Guaranty Agreement or any related document or instrument; provided that, without the prior written consent of such Affiliated Lender, no amendment, waiver or consent with respect to any of the terms and conditions of this Agreement or the Holdco Guaranty Agreement shall (A) deprive any Affiliated Lender, in its capacity as Lender, of its share of any payments that Lenders of the same Class are entitled to share on a pro rata basis hereunder or (B) affect any Affiliated Lender, in its capacity as Lender, in a manner that is disproportionate to the effect of such amendment, waiver or consent on the other Lenders of the same Class.

(c) If a proceeding under the Federal Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency, receivership or similar law shall be commenced by or against Kraft Heinz or any Borrower prior to the time when the Obligations have been paid in full, each Affiliated Lender shall acknowledge and agree that it is an “insider” under Section 101(31) of the Federal Bankruptcy Code and, as such, the claims associated with the Term Loans and Term Commitments owned by it shall not be included in determining whether

the applicable class of creditors holding such claims has voted to accept a proposed plan for purposes of Section 1129(a)(10) of the Federal Bankruptcy Code, or, alternatively, to the extent that the foregoing designation is deemed unenforceable for any reason, each Affiliated Lender shall vote (and hereby irrevocably authorizes and empowers the Administrative Agent so to vote on behalf of such Affiliated Lenders) in such proceedings in the same proportion as the allocation of voting with respect to such matter by Lenders that are not Affiliated Lenders, except to the extent that any plan of reorganization proposes to treat the Obligations held by such Affiliated Lender in a manner that is less favorable in any material respect to such Affiliated Lender than the proposed treatment of similar Obligations held by Lenders that are not Affiliated Lenders. To give effect to the foregoing right of the Administrative Agent to vote on behalf of any Affiliated Lender with respect to the Obligations, each Lender that is an Affiliated Lender hereby constitutes and appoints the Administrative Agent and any officer or agent of the Administrative Agent, with full power of substitution, as such Affiliated Lender's true and lawful attorney-in-fact with full power and authority in the place of such Affiliated Lender and in the name of such Affiliated Lender or in its own name, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney, may be necessary or desirable to accomplish the purposes hereof, which appointment as attorney is irrevocable and coupled with an interest.

(d) The provisions set forth in Sections 9.01(b), 9.01(c) and 9.01(d), and the related provisions set forth in each Assignment and Acceptance executed by an Affiliated Lender, constitute an irrevocable voting proxy coupled with a pledge in favor of the Administrative Agent with respect to voting obligations set forth in Section 9.01(c).

(e) It is acknowledged and agreed that, in the event any new Class of Incremental Term Loans is created pursuant to Section 2.18, the limitations set forth herein with respect to ownership and voting rights of any Affiliated Lender shall be applicable, mutatis mutandis, with respect to the ownership of, or voting rights relating to, Incremental Term Loans of any such new Class.

SECTION 9.02 Notices, Etc.

(a) Addresses. All notices and other communications provided for hereunder shall be in writing (including facsimile communication) and mailed, faxed or delivered (or in the case of any Notice of Committed Borrowing or Notice of Competitive Bid Borrowing, emailed), as follows:

(i) if to Kraft Heinz, the Parent Borrower or any other Borrower:

c/o The Kraft Heinz Company
One PPG Place
Pittsburgh, Pennsylvania 15222
Attention: Treasurer
Fax number: 412-456-5774;

with a copy to:

c/o The Kraft Heinz Company
One PPG Place
Pittsburgh, Pennsylvania 15222
Attention: General Counsel
Fax number: 412-456-5774;

(ii) if to any other Lender, to it at its address (or fax number) set forth in its Administrative Questionnaire delivered to the Administrative Agent in connection herewith;

(iii) if to any Issuing Bank, to it at its address (or fax number) most recently specified by it in a notice delivered to the Administrative Agent and the Parent Borrower (or, in the absence of any such notice, to the address (or fax number) set forth in the Administrative Questionnaire of the Lender that is serving as such Issuing Bank or is an Affiliate thereof);

(iv) if to the Administrative Agent, as follows:

(A) if such notice relates to an Advance or Borrowing denominated in US Dollars, an Advance or Borrowing at the Canadian Prime Rate or does not relate to any particular Advance, Borrowing or Letter of Credit, to JPMorgan Chase Bank, N.A., Loan and Agency Services Group, 500 Stanton Christiana Road, 3/Ops2, Newark, DE 19713, Attention of Dina E. Scarfo (Fax number: 302-634-4250; e-mail address: dina.e.scarfo@chase.com), with a copy to JPMorgan Chase Bank, N.A., 500 Stanton Christiana Road, 3/Ops2, Newark, DE 19713, Attention of Emily Cousineau (Fax number: 302-634-4250; e-mail address: emily.cousineau@chase.com);

(B) if such notice relates to an Advance or Borrowing denominated in Euro or Sterling or an Advance or Borrowing at the CDO Rate, to J.P. Morgan Europe Limited, Loans Agency 6th Floor, 25 Bank Street, Canary Wharf, London, E14 5JP United Kingdom, Attention of Loans Agency (Fax number: 44-207-777-2360; e-mail address: loan_and_agency_london@jpmorgan.com), with a copy to JPMorgan Chase Bank, N.A., 500 Stanton Christiana Road, 3/Ops2, Newark, DE 19713, Attention of Dina E. Scarfo (Fax number: 302-634-4250; e-mail address: dina.e.scarfo@chase.com); and

(C) if such notice relates to a Letter of Credit, to JPMorgan Chase Bank, N.A., 10420 Highland Manor Drive Floor 04, Mail Code FL3-2414, Tampa, FL 33610-9128, Attention of Letter of Credit Department (Fax number: 813-432-6337), with a copy to JPMorgan Chase Bank, N.A., 500 Stanton Christiana Road, 3/Ops2, Newark, DE 19713, Attention of Dina E. Scarfo (Fax number: 302-634-4250; e-mail address: dina.e.scarfo@chase.com);

or, as to Kraft Heinz, any Borrower or the Administrative Agent, at such other address (or fax number or e-mail) as shall be designated by such party in a written notice to the other parties and, as to each other party, at such other address (or fax number or e-mail) as shall be designated by such party in a written notice to the Parent Borrower and the Administrative Agent.

(b) Effectiveness of Notices. Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; and notices sent by confirmed fax or e-mail shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices and other communications by the Administrative Agent to the Lenders and Issuing Banks hereunder may be delivered or furnished by electronic communications (including email and Internet and intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices under Article II to any Lender or Issuing Bank if such Lender or Issuing Bank, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. Delivery by facsimile or email of an executed counterpart of any amendment or waiver of any provision of this Agreement or of any Exhibit hereto to be executed and delivered hereunder shall be effective as delivery of a manually executed counterpart thereof.

SECTION 9.03 No Waiver; Remedies. No failure on the part of any Lender, any Issuing Bank or the Administrative Agent to exercise, and no delay in exercising, any right hereunder or under the Holdco Guaranty Agreement or any Note shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 9.04 Costs and Expenses.

(a) Administrative Agent; Enforcement. Each of Kraft Heinz and the Parent Borrower jointly and severally agrees to pay on demand (i) all reasonable costs and expenses in connection with the preparation, execution, delivery, administration (excluding any cost or expenses for administration related to the overhead of the Administrative Agent), modification and amendment of this Agreement, the Holdco Guaranty Agreement, the Notes and the documents to be delivered hereunder or thereunder, including, without limitation, the reasonable and documented fees and out-of-pocket expenses of a single counsel for the Agents with respect thereto and with respect to advising the Administrative Agent as to its rights and responsibilities under this Agreement, the Holdco Guaranty Agreement or the Notes (which, insofar as such costs and expenses relate to the preparation, execution and delivery of this Agreement, the Holdco Guaranty Agreement and the Notes and the closing hereunder, shall be limited to the reasonable and documented fees and expenses of Cravath, Swaine & Moore LLP), (ii) all reasonable costs and expenses incurred by any Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all costs and expenses of the Lenders, the Issuing Banks and the Administrative Agent, if any (including, without limitation, reasonable fees and expenses of the Lenders, the Issuing Banks and the Administrative Agent for one primary counsel and one local counsel in each relevant jurisdiction), in connection with the enforcement (whether through negotiations, legal proceedings or otherwise) of this Agreement (including the Guaranty), the Holdco Guaranty Agreement, the Notes and the other documents to be delivered hereunder or thereunder.

(b) Prepayment of LIBO Rate Advances, EURIBO Rate Advances, CDO Rate Advances or Floating Rate Bid Advances. If any payment of principal of any LIBO Rate Advance, EURIBO Rate Advance, CDO Rate Advance or Floating Rate Bid Advance is made other than on the last day of the Interest Period for such Advance or at its maturity, as a result of a payment pursuant to Section 2.11, acceleration of the maturity of the Advances pursuant to Section 6.02, an assignment made as a result of a demand by the Parent Borrower pursuant to Section 9.07(a) or for any other reason, the Parent Borrower shall, upon demand by any Lender (with a copy of such demand to the Administrative Agent), pay to the Administrative Agent for the account of such Lender any amounts required to compensate such Lender for any additional losses, costs or expenses which it may reasonably incur as a result of such payment, including, without limitation, any loss (excluding loss of anticipated profits), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by any Lender to fund or maintain such Advance. Without prejudice to the survival of any other agreement of the Parent Borrower or any other Borrower hereunder, the agreements and obligations of Kraft Heinz, the Parent Borrower and each other Borrower contained in Sections 2.02(c), 2.05, 2.12, 2.15, 9.04(a), this Section 9.04(b) and Section 9.04(c) shall survive the payment in full of principal and interest hereunder.

(c) Indemnification. Each of Kraft Heinz and each Borrower jointly and severally agrees to indemnify and hold harmless each Agent, each Issuing Bank and each Lender, each of their respective affiliates and each of their and their respective affiliates' control persons, directors, officers, employees, representatives, advisers, attorneys and agents (each, an "Indemnified Party") from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and disbursements of counsel) which may be incurred by or asserted against any Indemnified Party, in each case in connection with or arising out of, or in connection with the preparation for or defense of, any investigation, litigation, or proceeding (i) relating to this Agreement, the Holdco Guaranty Agreement, the Notes or any of the other documents delivered hereunder or thereunder, the Advances, the Letters of Credit or any transaction or proposed transaction (whether or not consummated) in which any proceeds of any Borrowing or any Letter of Credit are applied or proposed to be applied, directly or indirectly, by any Borrower (including any refusal by any Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), whether or not such Indemnified Party is a party to such transaction, or (ii) relating to Kraft Heinz's or any Borrower's consummation of any transaction or proposed transaction contemplated hereby (whether or not consummated) or entering into this Agreement, the Holdco Guaranty Agreement or the Notes, or to any actions or omissions of Kraft Heinz, any Borrower, any of their respective Subsidiaries or affiliates or any of its or their respective officers, directors, employees or agents in connection therewith, in each case whether or not an Indemnified Party is a party thereto and whether or not such investigation, litigation or proceeding is brought by Kraft Heinz, any Borrower or any other Person; provided, however, that neither Kraft Heinz nor any Borrower shall be required to indemnify an Indemnified Party from or against any portion of such claims, damages, losses, liabilities or expenses that is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from (i) the gross negligence, bad faith or willful

misconduct of such Indemnified Party, (ii) a dispute among the Lenders not arising out of acts or omissions of Kraft Heinz, any of the Borrowers or any of their respective Subsidiaries or affiliates (other than a dispute involving a claim against an Indemnified Party for its acts or omissions in its capacity as an arranger, bookrunner, agent or similar role in respect of the credit facilities evidenced by this Agreement, except, with respect to this clause (ii), to the extent such acts or omissions are determined by a court of competent jurisdiction by final and non-appealable judgment to have constituted the gross negligence, bad faith or willful misconduct of such Indemnified Party in such capacity) or (iii) such Indemnified Party's material breach of this Agreement.

SECTION 9.05 Right of Set-Off. Upon (i) the occurrence and during the continuance of any Event of Default and (ii) the making of the request or the granting of the consent specified by Section 6.02 to authorize the Administrative Agent to declare the Advances due and payable pursuant to the provisions of Section 6.02, each Lender is hereby authorized at any time and from time to time after providing written notice to the Administrative Agent of its intention to do so, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by such Lender or any of its affiliates to or for the credit or the account of Kraft Heinz, the Parent Borrower or any other Borrower against any and all of the obligations of Kraft Heinz, the Parent Borrower or any other Borrower now or hereafter existing under this Agreement or the Holdco Guaranty Agreement, whether or not such Lender shall have made any demand under this Agreement or the Holdco Guaranty Agreement and although such obligations may be unmatured. Each Lender shall promptly notify Kraft Heinz or the appropriate Borrower and Administrative Agent after any such set-off and application, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Lender and its affiliates under this Section 9.05 are in addition to other rights and remedies (including, without limitation, other rights of set-off) that such Lender and its affiliates may have.

SECTION 9.06 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of Kraft Heinz, the Borrowers, the Administrative Agent, each Lender and each Issuing Bank and their respective successors and assigns, except that, other than in accordance with Section 5.02(b), neither Kraft Heinz nor any Borrower shall have the right to assign its rights or obligations hereunder, any Notes or the Holdco Guaranty Agreement, or any interest herein or therein, without the prior written consent of each of the Lenders.

SECTION 9.07 Assignments and Participations.

(a) Assignment of Lender Obligations. Each Lender may assign to one or more Persons all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitments of any Class and the Pro Rata Advances, Competitive Bid Advances or Term Loans owing to it), subject to the following:

(i) each such assignment shall be of a constant, and not a varying, percentage of all rights and obligations under this Agreement (other than, except in the case of an assignment made pursuant to Section 9.07(h), any Competitive Bid Advances owing to such Lender or any Competitive Bid Notes held by it), provided that this clause (i) shall not be construed to prohibit the assignment of a proportionate part of all the assigning Lender's rights and obligations in respect of one Class of Commitments or Advances;

(ii) the amount of the Commitment or Advances of any Class of the assigning Lender being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event, other than with respect to assignments to other Lenders, or affiliates of Lenders or an assignment of the entire remaining amount, be less than US$10,000,000, subject in each case to reduction at the sole discretion of the Parent Borrower, and shall be an integral multiple of US$1,000,000;

(iii) each such assignment shall be to an Eligible Assignee; provided that if such Eligible Assignee is an Affiliated Lender, (A) such assignment may only be an assignment of Term Loans (and not of Revolving Commitments, Pro Rata Advances or Competitive Bid Advances) and (B) after giving effect thereto, the Affiliated Lender Limitation shall be satisfied;

(iv) each such assignment shall require the prior written consent of (x) the Administrative Agent, (y) in the case of any assignment of all or a portion of a Revolving Commitment or any Lender's obligations in respect of its Letter of Credit Exposure, each Issuing Bank, and (z) unless an Event of Default under Section 6.01(a) or 6.01(e) has occurred and is continuing, the Parent Borrower (such consents not to be unreasonably withheld or delayed and such consents by the Parent Borrower shall be deemed to be given if no objection is received by the assigning Lender and the Administrative Agent from the Parent Borrower within ten Business Days after notice of such proposed assignment has been delivered to the Parent Borrower); provided, that no consent of the Administrative Agent or the Parent Borrower shall be required for (1) in the case of any assignment of all or a portion of a Revolving Commitment or any Lender's Pro Rata Advances or obligations in respect of its Letter of Credit Exposure, an assignment to another Revolving Lender or an affiliate of a Revolving Lender or (2) in the case of any assignment of all or a portion of a Term Commitment or any Term Loan, an assignment to another Lender or an affiliate of a Lender; and

(v) the parties to each such assignment shall execute and deliver to the Administrative Agent for its acceptance and recording in the Register, an Assignment and Acceptance, together with a processing and recordation fee of US$3,500 (unless such assignment is made to an affiliate of the transferring Lender), provided, that, if such assignment is made pursuant to Section 9.07(h), the Parent Borrower shall pay or cause to be paid such US$3,500 fee.

Upon such execution, delivery, acceptance and recording, from and after the effective date specified in each Assignment and Acceptance, (x) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender hereunder and (y) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights (other than those provided under Section 9.04 and, with respect to the period during which it is a Lender,

Sections 2.05, 2.12 and 2.15) and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto), other than Section 9.12.

(b) Assignment and Acceptance. By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the Holdco Guaranty Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement, the Holdco Guaranty Agreement or any other instrument or document furnished pursuant hereto or thereto; (ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of Kraft Heinz or any Borrower or the performance or observance by Kraft Heinz or any Borrower of any of its obligations under this Agreement or the Holdco Guaranty Agreement or any other instrument or document furnished pursuant hereto or thereto; (iii) such assignee confirms that it has received a copy of this Agreement and the Holdco Guaranty Agreement, together with copies of the financial statements referred to in Section 4.01 and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such assignee will, independently and without reliance upon the Administrative Agent such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement or the Holdco Guaranty Agreement; (v) such assignee confirms that it is an Eligible Assignee; (vi) such assignee represents that (A) the source of any funds it is using to acquire the assigning Lender's interest or to make any Advance is not and will not be plan assets as defined under the regulations of the Department of Labor of any plan subject to Title I of ERISA or Section 4975 of the Internal Revenue Code or (B) the assignment or Advance is not and will not be a non-exempt prohibited transaction as defined in Section 406 of ERISA; (vii) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under this Agreement as are delegated to the Administrative Agent by the terms hereof, together with such powers and discretion as are reasonably incidental thereto; (viii) such assignee agrees that it will perform in accordance with their terms all of the obligations that by the terms of this Agreement are required to be performed by it as a Lender, (ix) in the case of such assignee that is an Affiliated Lender, such assignee represents and warrants that the Affiliated Lender Limitation shall be satisfied as of the effective date of such assignment after giving effect thereto (x) in the case of any assignee that is an Affiliated Lender, in the event such assignee becomes aware that the Affiliate Lender Limitation has been exceeded, it shall promptly notify the Administrative Agent thereof and shall, in coordination with the other Lenders that are Affiliated Lenders, promptly take such steps (including assignment and transfer of Term Loans) as shall be required to eliminate such excess), and (xi) in the case of any assignee that is an Affiliated Lender, such assignee has disclosed to the assignor Lender (and, in the case of any assignments and transfers that shall have been intermediated by a third party, to the original assignor Lender in respect thereof) that it is an Affiliated Lender. It is understood and agreed that the Administrative Agent and each assignor Lender shall be entitled to rely, and shall incur no liability for relying, upon the representations and warranties of an assignee that is an Affiliated Lender set forth in this Section and in the applicable Assignment and Acceptance.

(c) Agent's Acceptance. Upon its receipt of an Assignment and Acceptance executed by an assigning Lender and an assignee representing that it is an Eligible Assignee, together with any Pro Rata Note or Term Note subject to such assignment, the Administrative Agent shall, if such Assignment and Acceptance has been completed and is in substantially the form of Exhibit C hereto, (i) accept such Assignment and Acceptance, (ii) record the information contained therein in the Register and (iii) give prompt notice thereof to the Parent Borrower.

(d) Register. The Administrative Agent, acting for this purpose as a non-fiduciary agent of Kraft Heinz and the Borrowers, shall maintain at its address referred to in Section 9.02 a copy of each Assignment and Acceptance delivered to and accepted by it and a register for the recordation of the names and addresses of the Lenders and the Commitment of, and principal amount of the Advances owing to, each Lender from time to time (the "Register"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and Kraft Heinz, the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by Kraft Heinz, any Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Sale of Participation. Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement (including, without limitation, all or a portion of its Commitment of any Class, the Advances of any Class owing to it and any Note or Notes held by it), subject to the following:

(i) such Lender's obligations under this Agreement (including, without limitation, its Commitment to the Parent Borrower hereunder) shall remain unchanged,

(ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations,

(iii) Kraft Heinz, the Parent Borrower, the other Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement,

(iv) each participant shall be entitled to the benefits of Sections 2.12 and 2.15 (subject to the limitations and requirements of those Sections, including the requirements to provide forms and/or certificates pursuant to Section 2.15(e), 2.15(f) or 2.15(g)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (e) of this Section,

(v) no participant under any such participation shall have any right to approve any amendment or waiver of any provision of this Agreement or the Holdco Guaranty Agreement, or any consent to any departure by Kraft Heinz or any Borrower therefrom, except to the extent that such amendment, waiver or consent would reduce the principal of, or interest on, the Advances or any fees or other amounts payable hereunder, in each case to the extent subject to such participation, or postpone any date fixed for any payment of principal of, or interest on, the Advances or any fees or other amounts payable hereunder, in each case to the extent subject to such participation,

(vi) a participant shall not be entitled to receive any greater payment under Sections 2.12 and 2.15 than the applicable Lender would have been entitled to receive with respect to the participation sold to such participant, unless the sale of the participation to such participant is made with the Parent Borrower's or the relevant other Borrower's prior written consent (not to be unreasonably withheld or delayed), and

(vii) notwithstanding anything in this Section 9.07 to the contrary, any bank or other lending institution that is a member of the Farm Credit System that (A) has purchased a participation in any Term Loan in the minimum amount of US$10,000,000 on or after the Closing Date, (B) is, by written notice to the Parent Borrower and the Administrative Agent ("Voting Participant Notification"), designated by the selling Term Lender as being entitled to be accorded the rights of a Voting Participant hereunder (any bank or other lending institution that is a member of the Farm Credit System so designated being called a "Voting Participant") and (C) receives the prior written consent of (x) the Administrative Agent and (y) unless an Event of Default under Section 6.01(a) or 6.01(e) has occurred and is continuing, the Parent Borrower (such consents not to be unreasonably withheld or delayed and such consent by the Parent Borrower shall be deemed given if no objection is received by the selling Term Lender and the Administrative Agent from the Parent Borrower within ten Business Days after notice of such proposed sale has been delivered to the Parent Borrower) to become a Voting Participant shall be entitled to vote (and the voting rights of the selling Term Lender shall be correspondingly reduced), on a dollar for dollar basis, as if such participant were a Term Lender, on any matter requiring or allowing a Lender to provide or withhold its consent, or to otherwise vote on any proposed action. To be effective, each Voting Participant Notification shall, with respect to any Voting Participant, (1) state the full name, as well as all contact information required of an assignee as set forth in Exhibit C hereto and (2) state the dollar amount of the participation purchased. The Parent Borrower and the Administrative Agent shall be entitled to conclusively rely on information contained in notices delivered pursuant to this clause (vii). Notwithstanding the foregoing, each bank or other lending institution that is a member of the Farm Credit System designated as a Voting Participant in Schedule III hereto shall be a Voting Participant without delivery of a Voting Participant Notification and without the prior written consent of the Parent Borrower and the Administrative Agent.

Each Lender that sells a participation shall maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the Advances, Letters of Credit or other obligations under this Agreement (the "Participant Register"). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. Without limiting or expanding any Lender's obligations under Section 2.15(e), no Lender shall have any obligation to disclose all or any portion of a Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Advances, or its other obligations under this

Agreement) except to the extent that such disclosure is necessary to establish that such Commitment, Advance, or other obligation is in registered form under Section 5f.103(c) of the United States Treasury Regulations or, if different, under Sections 871(h) or 881(c) of the Code.

(f) Disclosure of Information. Any Lender may, in connection with any assignment or participation or proposed assignment or participation pursuant to this Section 9.07, disclose to the assignee or participant or proposed assignee or participant, any information relating to Kraft Heinz or any Borrower furnished to such Lender by or on behalf of Kraft Heinz or any Borrower; provided that, prior to any such disclosure, the assignee or participant or proposed assignee or participant shall agree to preserve the confidentiality of any confidential information relating to Kraft Heinz, any Borrower or any of their respective Subsidiaries received by it from such Lender.

(g) Security Interest. Notwithstanding any other provision set forth in this Agreement, any Lender may at any time create a security interest in all or any portion of its rights under this Agreement (including, without limitation, the Advances owing to it and any Note or Notes held by it) in favor of any Federal Reserve Bank or central bank performing similar functions in accordance with applicable law.

(h) Replacement of Lenders. In the event that (i) any Lender shall have delivered a notice pursuant to Section 2.13, (ii) any Borrower shall be required to make additional payments to or for the account of any Lender under Section 2.12 or 2.15, (iii) any Lender (a "Non-Consenting Lender") shall withhold its consent to any amendment that requires the consent of all the Lenders (or all Lenders of any Class) and that has been consented to by the Required Lenders (or a Majority in Interest of the Lenders of such Class), (iv) any Lender shall become a Defaulting Lender or (v) the Parent Borrower shall have identified existing Lenders or New Lenders to assume the Revolving Commitments of any Non-Extending Lender in accordance with Section 2.10(b), the Parent Borrower shall have the right, at its own expense, upon notice to such Lender and the Administrative Agent, (A) except in the case of clause (v), to terminate the Commitment of the applicable Class of such Lender or (B) to require such Lender to transfer and assign at par and without recourse (in accordance with and subject to the restrictions contained in Section 9.07) all its interests, rights and obligations under this Agreement (or all its interests, rights and obligations of the applicable Class) to one or more other Eligible Assignees acceptable to the Parent Borrower and approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed) (and, if a Revolving Commitment or Letter of Credit Exposure is being assigned, each Issuing Bank), which shall assume such obligations; provided, that (x) in the case of any replacement of a Non-Consenting Lender, each assignee shall have consented to the relevant amendment, (y) no such termination or assignment shall conflict with any law or any rule, regulation or order of any Governmental Authority and (z) the Borrowers or the assignee (or assignees), as the case may be, shall pay to each affected Lender in immediately available funds on the date of such termination or assignment the principal of and interest accrued to the date of payment on the Advances and funded participations in Letter of Credit Disbursements made by it hereunder and all other amounts accrued for its account or owed to it hereunder. The Parent Borrower will not have the right to terminate any Commitment of any Lender, or to require any Lender to assign its rights and interests hereunder, if, prior to such termination or assignment, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Parent Borrower to require such

termination or assignment cease to apply. Each Lender agrees that, if the Parent Borrower elects to replace such Lender in accordance with this Section 9.07, it shall promptly execute and deliver to the Administrative Agent an Assignment and Acceptance to evidence the assignment and shall deliver to the Administrative Agent any Note (if Notes have been issued in respect of such Lender's Advances) subject to such Assignment and Acceptance; provided that the failure of any such Lender to execute an Assignment and Acceptance shall not render such assignment invalid and such assignment shall be recorded in the Register.

SECTION 9.08 Designated Subsidiaries.

(a) Designation. The Parent Borrower may at any time, and from time to time after the Closing Date, by delivery to the Administrative Agent of a Designation Agreement duly executed by the Parent Borrower and the respective Subsidiary and substantially in the form of Exhibit D hereto, designate any wholly-owned Subsidiary as a "Designated Subsidiary" for purposes of this Agreement and such Subsidiary shall thereupon become a "Designated Subsidiary" for purposes of this Agreement and, as such, shall have all of the rights and obligations of a Borrower hereunder. The Administrative Agent shall promptly notify each Lender of each such designation by the Parent Borrower and the identity of the respective Subsidiary.

Notwithstanding the foregoing, (a) no Lender or Issuing Bank shall be required to make Advances to, or issue Letters of Credit for, a Designated Subsidiary in the event that the making of such Advances or issuance of such Letters of Credit would or could reasonably be expected to breach, violate or otherwise be inconsistent with any internal policy (other than with respect to Designated Subsidiaries formed under the laws of any nation that is a member of the Organization for Economic Cooperation and Development as of the date hereof), law or regulation to which such Lender or Issuing Bank is, or would be upon the making of such Advance or issuance of such Letters of Credit, subject and (b) no Term Lender shall be required to make any Term Loan to a Designated Subsidiary. In addition, each Lender shall have the right to make any Advances to any Designated Subsidiary that is a Foreign Subsidiary of the Parent Borrower through an affiliate or non-U.S. branch of such Lender designated by such Lender at its sole option; provided such designation and Advance does not, in and of itself, subject the Borrowers to greater costs pursuant to Section 2.12 or 2.15 than would have been payable if such Lender made such Advance directly.

(b) Termination. Upon the payment and performance in full of all of the indebtedness, liabilities and obligations under this Agreement of any Designated Subsidiary (and no Letter of Credit issued for the account of such Designated Subsidiary being outstanding) then, so long as at the time no Notice of Committed Borrowing or Notice of Competitive Bid Borrowing in respect of such Designated Subsidiary is outstanding, such Subsidiary's status as a "Designated Subsidiary" shall terminate upon notice to such effect from the Administrative Agent to the Lenders (which notice the Administrative Agent shall give promptly, upon and only upon its receipt of a request therefor from the Parent Borrower). Thereafter, the Lenders shall be under no further obligation to make any Advance to, and the Issuing Banks shall be under no further obligation to issue or extend Letters of Credit for the account of, such former Designated Subsidiary until such time as it has been redesignated a Designated Subsidiary by the Parent Borrower pursuant to Section 9.08(a).

SECTION 9.09 Governing Law. **THIS AGREEMENT, THE HOLDCO GUARANTY AGREEMENT AND THE NOTES 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 9.10 Execution in Counterparts. 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9.11 Jurisdiction, Etc.

(a) Submission to Jurisdiction; Service of Process. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, the Holdco Guaranty Agreement or the Notes, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined exclusively in such New York State or, to the extent permitted by law, in such Federal court; provided that, notwithstanding the foregoing, each of the parties hereto shall retain the right to bring any such action or proceeding in the courts of any other jurisdiction in connection with the enforcement of any judgment. Each of the Designated Subsidiaries hereby agrees that service of process in any such action or proceeding brought in any such court may be made upon the process agent appointed pursuant to Section 9.11(b) (the "Process Agent") and each Designated Subsidiary hereby irrevocably appoints the Process Agent as its authorized agent to accept such service of process, and agrees that the failure of the Process Agent to give any notice of any such service shall not impair or affect the validity of such service or of any judgment rendered in any action or proceeding based thereon. Each of Kraft Heinz and the Borrowers further irrevocably consents to the service of process in any such action or proceeding in any such court by the mailing thereof by any parties hereto by registered or certified mail, postage prepaid, to Kraft Heinz or such Borrower, as applicable, at its address specified pursuant to Section 9.02. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement, the Holdco Guaranty Agreement or any Note shall affect any right that any party may otherwise have to serve legal process in any other manner permitted by law.

(b) Appointment of Process Agent. Each of the Designated Subsidiaries hereby appoints Kraft Heinz, and Kraft Heinz hereby accepts such appointment, as its process agent from the Closing Date through the repayment in full of all Obligations, the termination of all the Commitments and the reduction of Letter of Credit Exposure to zero (i) to receive, accept and acknowledge on behalf of such Designated Subsidiary and its property service of copies of the summons and complaint and any other process which may be served in any action or

proceeding arising out of or relating to this Agreement and (ii) to forward forthwith to such Designated Subsidiary at its addresses copies of any summons, complaint and other process which the Process Agent receives in connection with its appointment. Such service may be made by mailing or delivering a copy of such process to any Designated Subsidiary in care of Kraft Heinz at Kraft Heinz's address used for purposes of giving notices under Section 9.02, and each Designated Subsidiary hereby irrevocably authorizes and directs Kraft Heinz to accept such service on its behalf.

(c) Waivers.

(i) Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement, the Holdco Guaranty Agreement or the Notes in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(ii) To the extent permitted by applicable law, each of Kraft Heinz, the Borrowers, the Administrative Agent, the Issuing Banks and the Lenders shall not assert and hereby waives, any claim against any other party hereto or any of their respective affiliates or any other Indemnified Party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to this Agreement, the Holdco Guaranty Agreement, the Notes or any related document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Advance or Letter of Credit or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each of the parties hereto hereby waives, releases and agrees not to sue upon any such claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its favor. For the avoidance of doubt, the waiver of claims for such damages against each of Kraft Heinz and the Borrowers shall not limit the indemnity obligations set forth in Section 9.04(c). No Indemnified Party shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement, the Holdco Guaranty Agreement or the transactions contemplated hereby or thereby.

(iii) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING UNDER THIS AGREEMENT, THE HOLDCO GUARANTY AGREEMENT OR THE NOTES OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS LOAN TRANSACTION OR THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE

FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, THE HOLDCO GUARANTY AGREEMENT AND THE NOTES AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 9.11(C) AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO, TO THE HOLDCO GUARANTY AGREEMENT OR ANY NOTE OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE ADVANCES MADE HEREUNDER. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(iv) In the event any Designated Subsidiary or any of its assets has or hereafter acquires, in any jurisdiction in which judicial proceedings may at any time be commenced with respect to this Agreement, the Notes, the Designation Agreement or any related document, any immunity from jurisdiction, legal proceedings, attachment (whether before or after judgment), execution, judgment or setoff, such Designated Subsidiary hereby irrevocably agrees not to claim and hereby irrevocably and unconditionally waives such immunity.

SECTION 9.12 Confidentiality. None of the Agents, the Issuing Banks nor any Lender shall disclose any confidential information relating to Kraft Heinz, the Parent Borrower or any other Borrower to any other Person without the consent of the Parent Borrower, other than (a) to such Agent's, Issuing Bank's or such Lender's affiliates and their officers, directors, employees, agents and advisors and, as contemplated by Section 9.07(f), to actual or prospective assignees and participants, and then, in each such case, only on a confidential basis; provided, however, that such actual or prospective assignee or participant shall have been made aware of this Section 9.12 and shall have agreed to be bound by confidentiality provisions at least as restrictive as the provisions hereof, (b) as required by any law, rule or regulation or judicial process, (c) as requested or required by any state, federal or foreign authority or examiner regulating banks or banking or other financial institutions, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under this Agreement, the Holdco Guaranty Agreement or any related document or any suit, action or proceeding relating to this Agreement, the Holdco Guaranty Agreement or any related document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 9.12, any actual or prospective party (and its advisors) to any

swap, derivative, or other transaction under which payments are to be made by reference to Kraft Heinz or any Borrower and their respective obligations, this Agreement or payments hereunder and (g) to the extent such information becomes publicly available other than as a result of a breach of this Section 9.12.

SECTION 9.13 Integration. This Agreement, the Holdco Guaranty Agreement, the Notes and each Designation Agreement represent the agreement of Kraft Heinz, the Parent Borrower, the other Borrowers, the Administrative Agent, the Issuing Banks and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by Kraft Heinz, the Parent Borrower, the other Borrowers, the Administrative Agent, any Issuing Bank or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the Holdco Guaranty Agreement, the Notes or the Designation Agreements other than the matters referred to in Sections 2.09(b) and 9.04(a), the Commitment Letter, the JPM Fee Letter, CoBank Fee Letter and any other fee letters entered into among the Parent Borrower and the Joint Lead Arrangers, if any, and except for any confidentiality agreements entered into by Lenders in connection with this Agreement or the transactions contemplated hereby.

SECTION 9.14 USA Patriot Act Notice. The Administrative Agent and each Lender hereby notifies the Borrowers and Kraft Heinz that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), it is required to obtain, verify and record information that identifies the Borrowers and Kraft Heinz, which information includes the name and address of each Borrower and Kraft Heinz and other information that will allow such Lender to identify each Borrower and Kraft Heinz in accordance with the Patriot Act.

SECTION 9.15 Conversion of Currencies.

(a) If, for the purpose of obtaining judgment in any court, it is necessary to convert a sum owing hereunder or under the Holdco Guaranty Agreement in one currency into another currency, each party hereto (including Kraft Heinz and each Borrower) agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures in the relevant jurisdiction the first currency could be purchased with such other currency on the Business Day immediately preceding the day on which final judgment is given.

(b) The obligations of Kraft Heinz and each Borrower in respect of any sum due to any party hereto or under the Holdco Guaranty Agreement or any holder of the obligations owing hereunder or under the Holdco Guaranty Agreement (the "Applicable Creditor") shall, notwithstanding any judgment in a currency (the "Judgment Currency") other than the currency in which such sum is stated to be due hereunder or under the Holdco Guaranty Agreement (the "Agreement Currency"), be discharged only to the extent that, on the Business Day following receipt by the Applicable Creditor of any sum adjudged to be so due in the Judgment Currency, the Applicable Creditor may in accordance with normal banking procedures in the relevant jurisdiction purchase the Agreement Currency with the Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due to the Applicable Creditor in the Agreement Currency, Kraft Heinz and such Borrower agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Applicable Creditor against such loss.

SECTION 9.16 No Fiduciary Relationship. Kraft Heinz and each Borrower, on behalf of itself and its Subsidiaries, agrees that in connection with all aspects of the transactions contemplated hereby and any communications in connection therewith, Kraft Heinz, the Borrowers and their Subsidiaries, on the one hand, and the Agents, the Lenders, the Issuing Banks and their affiliates, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Agents, the Lenders, the Issuing Banks or their affiliates, and no such duty will be deemed to have arisen in connection with any such transactions or communications. Each Agent, each Lender, each Issuing Bank and their respective affiliates may have economic interests that conflict with those of the Kraft Heinz, the Borrowers, their equityholders and/or their affiliates.

SECTION 9.17 Non-Public Information. Each Lender acknowledges that all information, including requests for waivers and amendments, furnished by Kraft Heinz or the Borrowers or the Administrative Agent pursuant to or in connection with, or in the course of administering, this Agreement will be syndicate-level information, which may contain MNPI. Each Lender represents to the Borrowers and the Agents that (a) it has developed compliance procedures regarding the use of MNPI and that it will handle MNPI in accordance with such procedures and applicable law, including Federal, state and foreign securities laws, and (b) it has identified in its Administrative Questionnaire a credit contact who may receive information that may contain MNPI in accordance with its compliance procedures and applicable law, including Federal, state and foreign securities laws.

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

THE KRAFT HEINZ COMPANY,

By: /s/ James Liu
Name: James Liu
Title: Treasurer

KRAFT HEINZ FOODS COMPANY,

By: /s/ James Liu
Name: James Liu
Title: Treasurer

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

by /s/ Lauren Baker
Name: Lauren Baker
Title: Vice President

J.P. MORGAN EUROPE LIMITED,
as London Agent,

by /s/ Steven Connolly
Name: Steven Connolly
Title: Authorized Signatory - Vice President

BARCLAYS BANK PLC,
individually and as an Issuing Bank,

by /s/ Ritam Bhalla
Name: Ritam Bhalla
Title: Director

CITIBANK, N.A.,
individually and as an Issuing Bank,

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

GOLDMAN SACHS BANK USA,

by /s/ Ryan Durkin
Name: Ryan Durkin
Title: Authorized Signatory

MORGAN STANLEY BANK, N.A.,
individually and as an Issuing Bank,

by /s/ Michael King
Name: Michael King
Title: Authorized Signatory

WELLS FARGO BANK, N.A.,
individually and as an Issuing Bank,

by /s/ Beth Rue
Name: Beth Rue
Title: Director

Bank of America, N.A.

By /s/ J. Casey Cosgrove
Name: J. Casey Cosgrove
Title: Director

BNP Paribas:

by /s/ Mike Shryock
Name: Mike Shryock
Title: Managing Director

For any Lender requiring a second signature line:

by /s/ Eric Slear
Name: Eric Slear
Title: Director

SIGNATURE PAGE
TO THE CREDIT AGREEMENT
OF KRAFT HEINZ FOODS COMPANY

Name of Institution: Credit Agricole Corporate and Investment Bank

by /s/ Mike McIntyre
Name: Mike McIntyre
Title: Director

For any Lender requiring a second signature line:

By /s/ Aaron Sansone
Name: Aaron Sansone
Title: Vice President

Credit Suisse AG, Cayman Islands Branch

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

By: /s/ Franziska Schoch
Name: Franziska Schoch
Title: Authorized Signatory

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TO THE CREDIT AGREEMENT
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DEUTSCHE BANK AG NEW YORK BRANCH, as a lender

By: /s/ Ross Levitsky
Name: Ross Levitsky
Title: Managing Director

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

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HSBC Bank USA, National Association

By: /s/ Jason Fuqua
Name: Jason Fuqua
Title: Vice President

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MIZUHO BANK, LTD.

By: /s/ Takayuki Tomii
Name: Takayuki Tomii
Title: Deputy General Manager

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ROYAL BANK OF CANADA:

By: /s/ Anthony Pistilli
Name: Anthony Pistilli
Title: Authorized Signatory

SANTANDER BANK, N.A.

By: /s/ William Maag
Name: William Maag
Title: Managing Director

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SUMITOMO MITSUI BANKING CORPORATION

By: /s/ Katsuyuki Kubo
Name: Katsuyuki Kubo
Title: Managing Director

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The Bank of Tokyo-Mitsubishi UFJ, Ltd.

By: /s/ Harumi Kambara
Name: Harumi Kambara
Title: Authorized Signatory

Morgan Stanley Senior Funding, Inc.

By: /s/ Michael King
Name: Michael King
Title: Vice President

Banco Bradesco S.A., New York Branch

By: /s/ Adrian A.G. Costa
Name: Adrian A.G. Costa
Title: Manager

By: /s/ Maura Lopez
Name: Maura Lopez
Title: Manager

Coöperatieve Centrale Raiffeisen-
Boerenleenbank., "Rabobank
Nederland", New York Branch

By: /s/ Bram Stevens
Name: Bram Stevens
Title: Executive Director

By: /s/ Mark G. Crouch
Name: Mark G. Crouch
Title: Vice President

Intesa Sanpaolo S.p.A. - New York Branch

By: /s/ Francesco Calcara
Name: Francesco Calcara
Title: Vice President

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

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PNC BANK, NATIONAL ASSOCIATION

By: /s/ Thomas A. Majeski
Name: Thomas A. Majeski
Title: Senior Vice President

[SIGNATURE PAGE TO KRAFT HEINZ CREDIT AGREEMENT]

Standard Chartered Bank

By: /s/ Rodrigo Gonzalez
Name: Rodrigo Gonzalez
Title: Executive Director Capital Markets

By: /s/ Hsing H. Huang
Name: Hsing H. Huang
Title: Associate Director
Standard Chartered Bank NY

COBANK, ACB,

By: /s/ Ian Higgins
Name: Ian Higgins
Title: Vice President