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

FORM 8-K

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

Date of Report (Date of earliest event reported): May 3, 2018

MONDELEZ INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Virginia
(State or other jurisdiction
of incorporation)

1-16483
(Commission
File Number)

52-2284372
(I.R.S. Employer
Identification No.)

Three Parkway North, Deerfield, Illinois 60015
(Address of principal executive offices, including zip code)

(847) 943-4000
(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 (see General Instruction A.2. below):

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

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

Item 8.01. Other Events.

On May 3, 2018, we announced and priced an offering of fixed rate notes due 2020, fixed rate notes due 2023, fixed rate notes due 2028 and fixed rate notes due 2048 (collectively, the “Notes” and the “Notes Offering”).

In connection with the Notes Offering, on May 3, 2018, we entered into a Terms Agreement in respect of the Notes (the “Terms Agreement”) with Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, J.P. Morgan Securities LLC and Mizuho Securities USA LLC, as representatives of the several underwriters named therein (the “Underwriters”), pursuant to which we agreed to issue and sell the Notes to the Underwriters. The provisions of an Amended and Restated Underwriting Agreement dated as of February 28, 2011 (the “Underwriting Agreement”) are incorporated by reference into the Terms Agreement. A copy of the Underwriting Agreement is filed as Exhibit 1.1 and a copy of the Terms Agreement is filed as Exhibit 1.2 to this Current Report.

We have filed with the Securities and Exchange Commission (the “SEC”) a Prospectus dated March 2, 2017 and a Prospectus Supplement for the Notes dated May 3, 2018, each of which forms a part of our Registration Statement on Form S-3 (Registration No. 333-216408) (the “Registration Statement”) in connection with the public offering of the Notes. We are filing the items listed below as exhibits to this Current Report for the purpose of incorporating them as exhibits to the Registration Statement.

We expect the Notes Offering to close on May 7, 2018, subject to the satisfaction of customary closing conditions.

Item 9.01. Financial Statements and Exhibits.

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

<u>Exhibit Number</u>	<u>Description</u>
1.1	<u>Amended and Restated Underwriting Agreement, dated February 28, 2011 (incorporated by reference to Exhibit 1.1 to Kraft Foods Inc.’s Registration Statement on Form S-3 filed with the SEC on February 28, 2011).</u>
1.2	<u>Terms Agreement for Notes among Mondelez International, Inc. and Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC, J.P. Morgan Securities LLC and Mizuho Securities USA LLC, as representatives of the several underwriters named therein, dated May 3, 2018.</u>

SIGNATURES

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

MONDELÉZ INTERNATIONAL, INC.

By: /s/ Carol J. Ward

Name: Carol J. Ward

Title: Vice President and Corporate Secretary

Date: May 4, 2018

MONDELÉZ INTERNATIONAL, INC.
(the “Company”)

Debt Securities

TERMS AGREEMENT
(this “Agreement”)

May 3, 2018

To: The Representatives of the Underwriters identified herein

Ladies and Gentlemen:

The undersigned agrees to sell to the several Underwriters named in Schedule A hereto for their respective accounts, on and subject to the terms and conditions of the Amended and Restated Underwriting Agreement relating to debt securities covered by the Company’s registration statement on Form S-3 (File No. 333-216408) (incorporated by reference to Exhibit 1.1 to the Company’s registration statement on Form S-3 (File No. 333-172488) filed on February 28, 2011) (the “**Underwriting Agreement**”), the following securities (the “**Offered Securities**”) on the following terms (unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined):

OFFERED SECURITIES

Title:

3.000% Notes due 2020 (the “**2020 Notes**”)

3.625% Notes due 2023 (the “**2023 Notes**”).

4.125% Notes due 2028 (the “**2028 Notes**”).

4.625% Notes due 2048 (the “**2048 Notes**” and, together with the 2020 Notes, the 2023 Notes and the 2028 Notes, the “**Notes**”).

Principal Amount:

\$750,000,000 aggregate principal amount of 2020 Notes.

\$750,000,000 aggregate principal amount of 2023 Notes.

\$700,000,000 aggregate principal amount of 2028 Notes.

\$300,000,000 aggregate principal amount of 2048 Notes.

Interest:

Interest on the Notes is payable semi-annually in arrears in equal installments on May 7 and November 7 of each year, commencing November 7, 2018 until the maturity date for the Notes. The 2020 Notes will bear interest at the rate of 3.000% per annum; 2023 Notes will bear interest at the rate of 3.625% per annum; the 2028 Notes will bear interest at the rate of 4.125% per annum; and the 2048 Notes will bear interest at the rate of 4.625% per annum.

For a full semi-annual interest period, interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months and for any period that is not a full semi-annual interest period, interest on the Notes will be computed on the basis of a 365-day year and the actual number of days in such interest period.

Interest on the Notes will be paid to the persons in whose names such Notes are registered at the close of business 15 days prior to the relevant interest payment date (or to the applicable depository, as the case may be).

Maturity Date:

The 2020 Notes will mature on May 7, 2020.

The 2023 Notes will mature on May 7, 2023.

The 2028 Notes will mature on May 7, 2028.

The 2048 Notes will mature on May 7, 2048.

Currency of Denomination:

The Notes will be denominated in United States Dollars (\$).

Currency of Payment:

All payments of interest and principal, including payments made upon any redemption of the Notes, will be made in United States Dollars (\$).

Form and Denomination:

Book-entry form only represented by one or more global securities deposited with The Depository Trust Company, including its participants Clearstream or Euroclear, or their respective designated custodian, in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

Change of Control:

Upon the occurrence of a Change of Control Triggering Event (as defined in the Pricing Prospectus), the Company will be required to make an offer to purchase the Notes at a price equal to 101% of the aggregate principal amount of the Notes, plus accrued and unpaid interest to the date of repurchase as and to the extent set forth in the Pricing Prospectus under the caption "Description of Notes—Change of Control."

Optional Redemption:**2020 Notes:**

Prior to May 7, 2020 (the scheduled maturity date for the 2020 Notes), the Company may, at its option, redeem the 2020 Notes, in whole at any time or in part from time to time, at the redemption price described under the caption “Description of Notes—Optional Redemption” in the Pricing Prospectus.

2023 Notes:

Prior to April 7, 2023 (the date that is one month prior to the scheduled maturity date for the 2023 Notes) (the “**2023 Par Call Date**”), the Company may, at its option, redeem the 2023 Notes, in whole at any time or in part from time to time, at the redemption price described under the caption “Description of Notes—Optional Redemption” in the Pricing Prospectus.

On or after the 2023 Par Call Date, the Company may, at its option, redeem the 2023 Notes, in whole at any time or in part from time to time, at a redemption price equal to 100% of the principal amount of such 2023 Notes to be redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date.

2028 Notes:

Prior to February 7, 2028 (the date that is three months prior to the scheduled maturity date for the 2028 Notes) (the “**2028 Par Call Date**”), the Company may, at its option, redeem the 2028 Notes, in whole at any time or in part from time to time, at the redemption price described under the caption “Description of Notes—Optional Redemption” in the Pricing Prospectus.

On or after the 2028 Par Call Date, the Company may, at its option, redeem the 2028 Notes, in whole at any time or in part from time to time, at a redemption price equal to 100% of the principal amount of such notes to be redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date.

2048 Notes:

Prior to November 7, 2047 (the date that is six months prior to the scheduled maturity date for the 2048 Notes) (the “**2048 Par Call Date**”), the Company may, at its option, redeem the 2048 Notes, in whole at any time or in part from time to time, at the redemption price described under the caption “Description of Notes—Optional Redemption” in the Pricing Prospectus.

On or after the 2048 Par Call Date, the Company may, at its option, redeem the 2048 Notes, in whole at any time or in part from time to time, at a redemption price equal to 100% of the principal amount of such 2048 Notes to be redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the redemption date.

Conversion Provisions:

None.

Sinking Fund:

None.

Listing:

None.

Purchase Price:

99.796% of the principal amount of the 2020 Notes, plus accrued interest, if any, from May 7, 2018.

99.392% of the principal amount of the 2023 Notes, plus accrued interest, if any, from May 7, 2018.

98.572% of the principal amount of the 2028 Notes, plus accrued interest, if any, from May 7, 2018.

97.498% of the principal amount of the 2048 Notes, plus accrued interest, if any, from May 7, 2018.

Expected Reoffering Price:

99.846% of the principal amount of the 2020 Notes, plus accrued interest, if any, from May 7, 2018.

99.742% of the principal amount of the 2023 Notes, plus accrued interest, if any, from May 7, 2018.

99.022% of the principal amount of the 2028 Notes, plus accrued interest, if any, from May 7, 2018.

98.373% of the principal amount of the 2048 Notes, plus accrued interest, if any, from May 7, 2018.

OTHER MATTERS

Closing:

9:00 a.m., New York City time, on May 7, 2018, at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017. Payment for the Notes will be made in Federal (same day) funds.

Settlement and Trading:

Book-Entry Only via DTC, Clearstream or Euroclear.

Names and Addresses of the Representatives and Lead Underwriters:

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013
Attention: General Counsel
Fax: 646-291-1469

Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, New York 10010-3629
Attention: LCD-IBD
Fax: 212-325-4296

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179
Attention: Investment Grade Syndicate Desk
Fax: 212-834-6081

Mizuho Securities USA LLC
320 Park Avenue, 12th Fl.
New York, New York 10022
Attention: Debt Capital Markets
Fax: 212-205-7812

The respective principal amounts of the Offered Securities to be severally purchased by each of the Underwriters, on and subject to the terms and conditions of the Underwriting Agreement, are set forth opposite their names in Schedule A hereto.

The provisions of the Underwriting Agreement are incorporated herein by reference, except that:

(1) The definition of "Pricing Prospectus" in Section 2(a) is hereby replaced as follows: "the Preliminary Prospectus that was included in the Registration Statement immediately prior to the Applicable Time (as defined below), including the preliminary prospectus supplement relating to the Securities and the Base Prospectus, is hereinafter called the "Pricing Prospectus.""

(2) The definition of “Prospectus” in Section 2(a) is hereby replaced as follows: “; and the final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, including the final prospectus supplement relating to the Securities and the Base Prospectus, is hereinafter called the “Prospectus.””

(3) The definition of “Issuer Free Writing Prospectus” in Section 2(a) is hereby replaced as follows: ““Issuer Free Writing Prospectus” means any “issuer free writing prospectus,” as defined in Rule 433 under the Act (including any electronic roadshow).”

(4) Section 2(x) of the Underwriting Agreement is hereby replaced in its entirety as follows:

“(x) Except as otherwise disclosed in the Pricing Prospectus and the Prospectus, (i) to the knowledge of the Company after due inquiry, neither the Company nor any of its subsidiaries nor any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons (A) of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the “**FCPA**”), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; (B) the U.K. Bribery Act 2010 (the “**Bribery Act**”); or (C) any other applicable anti-bribery or corruption law of any jurisdiction and (ii) the Company, its subsidiaries and, to the knowledge of the Company after due inquiry, its affiliates have conducted and will continue to conduct their businesses in compliance in all material respects with the FCPA, the Bribery Act and other applicable anti-bribery and corruption laws, and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.”

(5) Section 2(z) of the Underwriting Agreement is hereby replaced in its entirety as follows:

“(z) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is an individual or entity (“**Person**”) currently the target of any sanctions (each, a “**Sanctions Target**”), or owned 50% or more or otherwise controlled by, or acting on behalf of one or more Persons subject to or the target of any sanctions, including, without limitation, sanctions enforced by the United States Government such as the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”), as well as sanctions enforced by the United Nations Security Council (“**UNSC**”), the

European Union, or Her Majesty's Treasury ("HMT") (collectively, "Sanctions"); nor is the Company or any of its subsidiaries located, organized, or resident in a country or territory that is the subject of comprehensive Sanctions; and, except as permitted by a competent government agency or department, pursuant to license, regulatory exemption or other applicable provision of law, the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute, or otherwise make available such proceeds to any subsidiaries, joint venture partners, or other Person, (i) for the purpose of funding or facilitating any activities of or business with any Person that, at the time of such funding or facilitation, is a Sanctions Target, (ii) for the purpose of funding or facilitating any activities of or business in any country or territory that is the subject of comprehensive Sanctions, or (iii) in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. This representation, warranty and undertaking is made if and to the extent that making it does not result in a violation of Council Regulation (EC) No. 2271/96 of 22 November 1996, or any applicable anti-boycott laws or regulations."

(6) Section 5(d) of the Underwriting Agreement is hereby replaced in its entirety as follows:

"(d) The Representatives shall have received an opinion, dated the Closing Date, from: (i) Hunton Andrews Kurth LLP, Virginia legal counsel to the Company, with respect to the matters set forth in Exhibit A and (ii) Gibson, Dunn & Crutcher LLP, New York legal counsel to the Company, with respect to the matters set forth in Exhibit B.

(7) Each of Section 6(a) and Section 6(b) of the Underwriting Agreement is hereby amended to replace "directors and officers" in the first sentence thereof with "directors, officers, employees, agents and affiliates," and Section 6(a) of the Underwriting Agreement is further amended to replace "Underwriter" the fourth and fifth time it appears in such section with "indemnified person" and to replace "any Issuer Free Writing Prospectus or any "issuer information" filed or required to be filed" in the first sentence thereof with "any Issuer Free Writing Prospectus, or any "issuer information" filed or required to be filed."

(8) Notwithstanding anything in Section 4(h) of the Underwriting Agreement to the contrary, the Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Offered Securities under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Base Prospectus, any Preliminary Prospectus, any Issuer Free Writing Prospectus, the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) any fees charged by securities rating services for rating the Offered Securities; (iii) the cost of preparing the Securities; (iv) the fees and expenses of the Trustee and any paying agent or sub-paying agent (the "Paying Agent") and any agent of the Trustee or the Paying Agent and the fees and disbursements of counsel for the Trustee and the Paying Agent in connection with the Indenture and the Securities; and (v) all other costs and expenses incident to the performance of its

obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this paragraph, and Sections 6 and 8 of the Underwriting Agreement, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel and any advertising expenses connected with any offers they may make.

In addition to the representations and warranties contained in Section 2 of the Underwriting Agreement, the Company, as of the date hereof and as of the Closing Date, represents and warrants to, and agrees with, each Underwriter that the interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

All references to "Kraft Foods Inc." in the Underwriting Agreement shall be deemed to refer to Mondelez International, Inc.

All references to the Indenture, dated as of October 17, 2001, between the Company and Deutsche Bank Trust Company Americas (as successor to The Bank of New York and The Chase Manhattan Bank) in the Underwriting Agreement shall be deemed to refer to the Indenture, dated as of March 6, 2015, between the Company and Deutsche Bank Trust Company Americas.

For purposes of the Underwriting Agreement, the "Applicable Time" shall be 4:20 p.m. (New York City time) on May 3, 2018.

The Offered Securities will be made available for inspection at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, prior to the Closing Date.

For purposes of Section 6 of the Underwriting Agreement, the only information furnished to the Company by the Underwriters for use in the Prospectus consists of the following information in the Prospectus: the information contained in the sixth, seventh, eighth and ninth paragraphs under the caption "Underwriting" in the Pricing Prospectus.

(Remainder of page intentionally left blank)

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company one of the counterparts hereof, whereupon it will become a binding agreement between the Company and the several Underwriters in accordance with its terms.

Very truly yours,

MONDELÉZ INTERNATIONAL, INC.

By: /s/ Luca Zaramella

Name: Luca Zaramella

Title: SVP Corporate Finance, CFO
Commercial and Treasurer

SIGNATURE PAGE TO TERMS AGREEMENT

The foregoing Terms Agreement is hereby confirmed and accepted as of the date first above written.

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Adam D. Bordner

Name: Adam D. Bordner
Title: Director

CREDIT SUISSE SECURITIES (USA) LLC

By: /s/ Jeffrey Ponko

Name: Jeffrey Ponko
Title: Managing Director

J.P. MORGAN SECURITIES LLC

By: /s/ Som Bhattacharyya

Name: Som Bhattacharyya
Title: Executive Director

MIZUHO SECURITIES USA LLC

By: /s/ Moshe Tomkiewicz

Name: Moshe Tomkiewicz
Title: Managing Director

Acting on behalf of themselves and as the Representatives of the several Underwriters.

SCHEDULE A

Underwriters	Principal Amount of 2020 Notes	Principal Amount of 2023 Notes	Principal Amount of 2028 Notes	Principal Amount of 2048 Notes
Citigroup Global Markets Inc.	\$ 70,313,000	\$ 70,313,000	\$ 65,625,000	\$ 28,125,000
Credit Suisse Securities (USA) LLC	\$ 70,313,000	\$ 70,313,000	\$ 65,625,000	\$ 28,125,000
J.P. Morgan Securities LLC	\$ 70,313,000	\$ 70,313,000	\$ 65,625,000	\$ 28,125,000
Mizuho Securities USA LLC	\$ 70,313,000	\$ 70,313,000	\$ 65,625,000	\$ 28,125,000
Barclays Capital Inc.	\$ 70,312,000	\$ 70,312,000	\$ 65,625,000	\$ 28,125,000
BNP Paribas Securities Corp.	\$ 70,312,000	\$ 70,312,000	\$ 65,625,000	\$ 28,125,000
MUFG Securities Americas Inc.	\$ 70,312,000	\$ 70,312,000	\$ 65,625,000	\$ 28,125,000
Wells Fargo Securities, LLC	\$ 70,312,000	\$ 70,312,000	\$ 65,625,000	\$ 28,125,000
BBVA Securities, Inc.	\$ 27,500,000	\$ 27,500,000	\$ 25,667,000	\$ 11,000,000
Commerz Markets, LLC	\$ 27,500,000	\$ 27,500,000	\$ 25,667,000	\$ 11,000,000
Credit Agricole Securities (USA) Inc.	\$ 27,500,000	\$ 27,500,000	\$ 25,667,000	\$ 11,000,000
Santander Investment Securities Inc.	\$ 27,500,000	\$ 27,500,000	\$ 25,667,000	\$ 11,000,000
SMBC Nikko Securities America, Inc.	\$ 27,500,000	\$ 27,500,000	\$ 25,666,000	\$ 11,000,000
Westpac Capital Markets, LLC	\$ 27,500,000	\$ 27,500,000	\$ 25,666,000	\$ 11,000,000
Academy Securities, Inc.	\$ 7,500,000	\$ 7,500,000	\$ 7,000,000	\$ 3,000,000
Drexel Hamilton, LLC	\$ 7,500,000	\$ 7,500,000	\$ 7,000,000	\$ 3,000,000
Loop Capital Markets LLC	\$ 7,500,000	\$ 7,500,000	\$ 7,000,000	\$ 3,000,000
Total	\$750,000,000	\$750,000,000	\$700,000,000	\$300,000,000

EXHIBIT A

Form of Opinion of Hunton Andrews Kurth LLP

1. The Company is a corporation validly existing and, based solely on the Good Standing Certificate, in good standing under the laws of the Commonwealth of Virginia as of the date of such certificate, and has all requisite corporate power and authority to own or hold its properties and to conduct the businesses in which it is engaged as described in the Prospectus.
2. No filing with, notice to, or consent, approval, authorization or order of any governmental agency or body or official of the Commonwealth of Virginia or, to our knowledge, any court thereof, is required to be made or obtained in connection with the execution, delivery and performance of the Terms Agreement or the consummation of the transactions contemplated by the Terms Agreement, except as may be required under the blue sky laws of the Commonwealth of Virginia (as to which we express no opinion).
3. The Terms Agreement, the Indenture and the Notes have been duly authorized, executed and delivered by the Company.
4. None of the execution and delivery by the Company of the Terms Agreement, the consummation by the Company of the transactions contemplated by the Terms Agreement and the Indenture, or the issuance and sale of the Notes or compliance with the terms and provisions thereof, will (a) violate the Articles of Incorporation or the By-Laws or (b) violate any law, rule, regulation or order, known to us to be applicable to the Company, of any Virginia court or governmental agency under the laws of the Commonwealth of Virginia.

EXHIBIT B

Form of Opinion of Gibson, Dunn & Crutcher LLP

1. Each subsidiary of the Company listed on **Annex A** (each, a “Significant Subsidiary”) is a validly existing corporation or limited liability company, as the case may be, in good standing under the laws of the State of Delaware with the requisite corporate or other power and authority to own its properties and conduct its business as described in the Prospectus.
2. The Indenture constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.
3. The Notes, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, will be legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.
4. The Note Documents have been duly executed by the Company, to the extent such actions are governed by the laws of the State of New York.
5. The execution and delivery by the Company of the Note Documents to which it is a party, the performance of its obligations thereunder, and the issuance by the Company of the Notes to the Underwriters:
 - (i) do not and will not result in a breach of or default under any agreement to which the Company is a party that is identified to us in a certificate of the Company as being material to the Company and its subsidiaries taken as a whole, which agreements are listed on **Annex B**; and
 - (ii) do not and will not violate, or require any filing with or approval of any governmental authority or regulatory body of the State of New York or the United States of America under, any law, rule or regulation of the State of New York or the United States of America applicable to the Company that, in our experience, is generally applicable to transactions in the nature of those contemplated by the Underwriting Agreement, except for such filings or approvals as already have been made or obtained under the Securities Act of 1933, as amended (the “Securities Act”).
6. Insofar as the statements in the Pricing Disclosure Package and the Prospectus under the caption “Description of Notes” and “Description of Debt Securities” purport to describe specific provisions of the Notes or the Indenture, such statements present in all material respects an accurate summary of such provisions.
7. Insofar as the statements in the Pricing Disclosure Package and the Prospectus under the caption “Certain U.S. Federal Income Tax Considerations,” purport to describe specific provisions of the Internal Revenue Code of 1986, as amended, or the rules and regulations thereunder, or legal conclusions with respect thereto, such statements present in all material respects an accurate summary of such provisions or conclusions.

8. The Company is not and, after giving effect to the sale of the Notes and the use of proceeds therefrom as described in the Prospectus, will not be an “investment company” that is required to be registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”). For purposes of this paragraph 8, the term “investment company” has the meanings ascribed to such term in the Investment Company Act.

9. On the basis of the foregoing, and except for the financial statements and schedules, statistical information that is purported to have been provided on the authority of an expert or public official and other information of an accounting or financial nature and the Statement of Eligibility on Form T-1 of the Trustee included or incorporated by reference therein, as to which we express no opinion or belief, no facts have come to our attention that led us to believe: (a) that the Registration Statement, at the time it became effective (which, for purposes of this letter, shall mean May 3, 2018), or the Prospectus, as of the date of the Final Prospectus Supplement, were not appropriately responsive in all material respects to the requirements of the Securities Act and the Trust Indenture Act and the applicable rules and regulations of the Commission thereunder; or (b)(i) that the Registration Statement, at the time it became effective, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein, or necessary to make the statements therein not misleading, (ii) that the General Disclosure Package, at the Applicable Time, included an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading or (iii) that the Prospectus, as of its date or as of the date hereof, included or includes an untrue statement of a material fact or omitted or omits 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.